

**ORIGINAL**

**PRESCRIBED CONTRACT FOR COMPUTER SOFTWARE, SERVICES, AND EQUIPMENT**

This Contract is entered into by and between Government Utilities Technology Service, Inc. (GUTS) ("Contractor," which term shall include the Contractor's principals), the Delaware County Auditor and the Board of County Commissioners of Delaware County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Delaware County, Indiana), and the Department of Local Government Finance ("Department"), a party solely for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to IC 6-1.1-31.5-2(c).

**RECITALS**

- A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of IC 6-1.1-31.5-2 for the purpose of providing computer software, services, and/or equipment as required by IC 6-1.1-31.5-2 and 50 IAC 26;
- B. The County and the Contractor have complied with IC 5-22 in obtaining bids, proposals, or a special procurement, and the purchase of the Contractor's software, services, and/or equipment is in compliance with Indiana law;
- C. The Contractor's software, services, and/or equipment are certified by the Department pursuant to 50 IAC 26-18;
- D. The County is awarding the Contract to the Contractor after compliance with IC 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of IC 6-1.1-31.5 and 50 IAC 26 and the Contractor will comply with the provisions of IC 6-1.1-31.5 and 50 IAC 26 in connection with this Contract; and
- F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-31.5-2.

**AGREEMENT**

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this Contract.

**2. Products and Services Provided by Contractor.** The Contractor agrees to provide to the County certain hardware, software, and/or services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on a Work Plan that must be attached to this Contract as "Exhibit A". From time to time, the Contractor and the County may agree upon additional hardware, software, and/or services to be provided by the Contractor (the "Additional Products and Services"), which shall be designated on additional Work Plan(s) and attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan, and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

**3. Contractor's Product Compliance with Indiana Law.** If the Contractor's duties pursuant to this Contract are to provide either a component of or a complete property tax management system, the Contractor agrees as follows in compliance with 50 IAC 26-19-1(b)(3) and (5) and 50 IAC 26-19-2(b)(2):

A. The Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 26-19, and if any party subsequently discovers a failure by the Contractor's products to meet the provisions of 50 IAC 26-19, the failure will be corrected at the Contractor's expense.

B. The Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state policy relating to the System Package (and components thereof), provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties. The Contractor understands that even if the Contractor claims that it is not being equitably compensated and refuses to make a product or service change, 50 IAC 26 authorizes the Department to decertify the Contractor's System Package (and components thereof) if it does not comply with applicable laws. Such decertification could result in the System Package (and components thereof) being ineligible for operation in Indiana. Decertification by the Department shall not be considered a breach of this Contract by the Department. A decision by the Department to decertify the System Package or any component thereof shall not be attributed to the County and shall not give rise to a cause of action against the Department.

C. The Contractor will provide assistance to the County as may be required to modify the property tax management system (or component thereof) to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 26-19 within the time period prescribed by the law, rule, or Department.

**4. Contractor to Provide Maintenance Agreement.** The Contractor agrees, in compliance with 50 IAC 26-19-2(b)(1) and (4) and 50 IAC 26-19-3, that if it is a vendor of assessment software or tax and billing software, it will provide (i) a software maintenance agreement that meets the standards prescribed in 50 IAC 26-19; (ii) the Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) the Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on-site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in software that are provided at the Contractor's expense.

**5. Contract Representative.** The County Auditor shall be the Contract Representative to serve as the primary contact person under the Contract.

**6. Contractor Employees: Project Manager.** The Contractor assigns Greg Jordan as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address: 11367 W 275 N  
Thorntown, In 46071

Work telephone: \_\_\_\_\_

Home telephone: \_\_\_\_\_

Cell number: 317-590-7777

Email: gregj@g-uts.com

**7. Work Plan.** Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 26 have been met. The Department will not approve this Contract if a Work Plan complying with the provisions of paragraph 2 is not attached. *(This will be provided if awarded the work)*

**8. Performance Bond.** If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the

Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

**9. Disaster Recovery.** The Contractor  shall/  shall not provide a Continuity Plan. The Continuity Plan shall provide, at minimum, the following:

- A. provision of an alternate power source for uninterrupted services;
- B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which the Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be     N/A    ;
- C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and
- D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, the Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan. To the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, the Contractor shall provide the Department with a plan to resume delivery of the Services no later than seven business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations. The Department shall not unreasonably deny approval of the new plan.

**10. Office Space; Computer Support.** The County  shall/  shall not provide the Contractor with office space or computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space or computer support in connection with the performance of this Contract.

**11. Continuity of System Operations.** If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

**12. Source Code Escrow.** The Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. Contractor further guarantees that it will include the Department as a third party beneficiary to the Escrow Agreement at no charge

to the Department. Additional terms and conditions include:

The Escrow is only activated (triggered) if GUTS can no longer provide service, has filed for bankruptcy, has gone out of business or no longer exist to do business in the State of Indiana. The trigger events will then allow the escrow to be opened and the PVDNet Software provided to Delaware County and the Department. This can only be done with the escrow agent and the attorneys representing GUTS.

**13. Consideration.** The County shall pay the Contractor a fee of \$ 152,050.00

The County has selected a three (3) year pay option made available by GUTS see "Exhibit B" for schedule and terms

\_\_\_\_\_ *select desired amount*  
in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 16 below. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the Consideration required under this Contract.

**14. Guaranteed Most Favorable Terms.** *This provision is optional and X shall/  shall*

*not be applicable.* All of the prices, terms, warranties and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor, prior to the delivery of the software, announces a price reduction or makes generally available to other customers more favorable terms or conditions with respect to the software, such prices, terms, warranties, or conditions shall be made available to the County and the Department on the date the price reduction or change in terms and conditions became effective.

**15. Condition of Payment.** All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be

unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

**16. Time and Manner of Payment.** The Contractor shall be paid as follows:

A. The Contractor shall submit a claim for payment

The County has selected a three (3) year pay option made available by GUTS see "Exhibit B" for schedule and terms

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[specify timing of payment].* The amount of each Lump Sum  
*[specify monthly, yearly, or lump sum]* payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall/ X shall not be based on the bi-weekly *[specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly]* progress reports submitted by the Contractor. Payment shall be made to the Contractor within 30 days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 19 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 5 days after that approval by the County, subject to other terms of this Contract. The County is exclusively responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor and is a party to this Contract solely for the purpose of fulfilling the requirements of IC 6-1.1-4-17(a).

**17. Penalties.** This provision is optional and  shall/  shall not be applicable. Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of \$ 0 per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract due to the fault of the Contractor.

**18. Certification of Computer Software and Services.**

A. A material inducement for entering into this Contract is that the Contractor's computer software and computer services have been certified under IC 6-1.1-31.5 and 50 IAC 26-18 in order to enter into this Contract. The Contractor represents and warrants that all required certifications are in effect at the time of entering into this Contract.

B. The Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing certification status.

C. Pursuant to 50 IAC 26-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified, or revoked.

**19. Term of Contract.** This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within 7 days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract before April 1, 2015.

**20. Contract Reports and Monitoring.**

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract and for three years from the date of final payment under this Contract for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.

B. The Contractor shall, if so required by paragraph 16(A), provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 16(A). The reports must include the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.

C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to his or her work product to the Department and to Legislative Services Agency.

**21. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied

after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals. Upon receipt of same, Contractor shall honor the County's request.

**22. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

**23. Authority to Bind Contractor.** The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

**24. Confidentiality of Information.**

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document

considered to be confidential information as “Confidential” or a similar designation. The County or the Department shall promptly review the basis for the Contractor’s claim of confidentiality and shall not disclose the documents subject to the Contractor’s claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**25. Ownership of Documents and Materials.** All documents, records, data, film, tape, articles, memoranda and other materials, (not including the software) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered “work for hire” and the Contractor transfers any ownership claim to the County and all such materials will be the property of the County. Use of these materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense.

In addition a copy of the software program will be licensed to the County solely for their use during the term of the contract. This copy of the licensed software program may not be copied or otherwise duplicated for use by another county or entity without the express written consent of the Contractor. The Contractor shall provide the County and the Department full, immediate and unrestricted access to the work product during the term of this Contract.

**26. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all Indiana Office of Technology (“IOT”) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in

advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

**27. Delays.**

A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within 7 days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department, legislative action, or court rulings, the County reserves the right to re-negotiate all terms of the Contract, including costs.

**28. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten working days after receipt of the Commissioner's decision, a written appeal. Within ten working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten working days, the parties may mutually agree to submit the

dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**29. Termination for Convenience by County.** This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**30. Termination for Default by County.** If the County, sixty days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

**31. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

**32. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in IC 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- (1) The Contractor does not knowingly employ an unauthorized alien.
- (2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to

exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(5) The Department may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department.

**33. Taxes.** The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**34. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**35. Contractor Assignment, Successors, and Subcontracting.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may subcontract with           N/A           for assistance with conversion work. The Contractor understands that it is ultimately responsible for ensuring that the data are converted correctly and for working with any subcontractor to remedy any errors that may be encountered during the conversion process. The ultimate responsibility of ensuring the accuracy and integrity of the data conversion rests with the Contractor (in consultation with the County) and cannot be delegated or subcontracted.

The contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**36. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**37. General Provisions.**

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, or payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

**38. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**39. Notice to Parties.** Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: Current (Judy Rust)  
Title: Auditor  
Organization: Delaware County  
Address: Auditor's Office RM 103  
100 W Main St.  
City/State/Zip: Muncie, IN 47305  
  
Tel: 765-747-7717  
Fax:  
Email: jrust@co.delaware.in.us.

B. Notices to the Contractor shall be sent to:

Name: Eric V. Goodnight  
Title: President, CEO  
Organization: GUTS  
Address: 11367W 275N  
City/State/Zip: Thorntown, IN 46071  
Tel: 765-425-6648  
Fax: 765-794-0397  
Email: ericg@g-uts.com

C. Notices to the Department shall be sent to:

General Counsel  
Department of Local Government Finance  
Indiana Government Center North  
100 North Senate Avenue, Rm. 1058B  
Indianapolis, Indiana 46204  
317-233-4361 voice  
317-974-1629 fax

**40. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**41. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall **not** provide such indemnification to the Contractor.

**42. Insurance.**

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability

and worker's compensation insurance policies must each provide at least \$1 million dollars in coverage. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or Department and denial of further work with the County. The Contractor must provide the County and Department with copies of its insurance certificates and endorsements in order for the Department to approve this Contract.

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to the County and the Department.

**43. Identification.** All personnel involved with performance of work for the Contractor  are/  are not required to carry identification cards, which include a photograph of the individual and the Auditor's signature. All vehicles used by personnel  are/  are not required to be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Auditor's office.

**44. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for

employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**45. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

**46. Copy of Contract.** The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

**47. Substantial Compliance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**48. Affirmation that Contract Language Has Not Been Altered.** The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

**In Witness Whereof,** the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**  
By:   
Printed Name: Eric V. Goodnight  
Title: President, CEO

**Where applicable:**  
Attested By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Auditor:**

By: Judy Rust  
Printed Name: Judy Rust  
Title: Auditor  
Date: 9-23-14

**Delaware County Board of County Commissioners**

By: [Signature] Date: 9-23-14  
Commissioner  
By: [Signature] Date: 9-23-14  
Commissioner  
By: [Signature] Date: 9-23-14  
Commissioner

**The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a), approves the employment of the Contractor:**

By: [Signature]  
Printed Name: Courtney L. Schatzman  
Title: Commissioner  
Date: 10/2/14 (Effective Date)

## Exhibit A Project Work Plan

Implementation of the following timeline will help guarantee a successful migration to PVD and a timely billing for 14p15.

Milestone	Description	Start	Finish
1	<b>Finalize Contract Documents</b>	9/16/2014	9/30/2014
2	<b>Begin Project</b>	10/1/2014	
3	<b>Data Conversion</b> <i>(Note: There will be multiple "cuts" of data during this conversion process. After all parties provide a final sign-off of the data conversion, then the county will "Go Live" with PVD.)</i>	10/1/2014	12/31/2014
4	<b>Install PVD Software</b> on server(s)	10/1/2014	10/15/2014
5	<b>Project Meetings</b> – <i>(These will be ongoing and can be conducted in person or via telephone or GoToMeeting. As we progress with the data conversion, we can work together to establish a more definitive schedule. This should include the Auditor, Treasurer, IT, and GUTS.)</i>	10/17/2014	3/31/2015
6	<b>Testing/Training</b>	11/17/2014	2/27/2015
	a. Initial High-Level Training to Test Data	11/17/2014	12/31/2014
	b. Begin training for all Auditor & Treasurer Employees	1/5/2015	2/27/2014
7	<b>Signoff of Software/Converted Data</b>	3/2/2015	3/31/2015
8	<b>Cutover to PVDNET®/ Go Live</b>	3/30/2015	
9	<b>GUTS Personnel On-Site</b> after county goes live		
	a. Go-Live Date – <i>(GUTS will have personnel in both Auditor and Treasurer offices the first day or two after the county goes live.)</i>	3/30/2015	
	b. 14p15 Spring Tax Due Date and day after for first day of "Del Payments".	5/10/2015	5/11/2015
10	<b>On-Time Tax Billing</b>	4/1/2015	5/10/2015
11	<b>Review of any open items</b>	4/1/2015	6/1/2015
12	<b>Resolution of any open items</b>	6/1/2015	7/1/2015
13	<b>Signoff of any open items</b>	7/1/2015	8/1/2015
14	<b>Ongoing support</b>	8/1/2015	

## Exhibit B

### PROPOSED – FEE SCHEDULE Option 2 (3 Year Payment Arrangement)

	Treasurer/Auditor
Software	Unlimited use
Software Installation	Yes
Training	Yes
Conversion	Yes (1)
Provide Server hardware, hardware installation and setup.	No (3)
<b>Totals</b>	<b>\$152,050.00 (6)</b>
<b>Yearly Support Services / Maintenance (Begins 90 days after product installation)</b>	<b>\$48,750.00 (2)</b>
<b>Add - on</b>	
<b>GUTS Daily Cash Sheet</b>	Included (4)
<b>Ditch Software (Maintenance &amp; Reconstruction)</b>	Included (4)
<b>Test environment</b>	Free for 1 <sup>st</sup> year - \$6,000 per year thereafter (5)

(1) Conversion of Auditor and Treasurer Data.

(2) The first year will be prorated if started before January of the next year:

(3) GUTS has not priced out any hardware for this installation. Specifications for the necessary server for this installation are attached to this response. If the client desires, GUTS can provide the hardware and installation services as an add-on to this proposal.

(4) GUTS is providing, at no additional cost to Delaware County our Daily Cash Sheet, which is a \$4,000.00 value; and Ditch Maintenance and Reconstruction Software, which is a \$6,000.00 value.

(5) A test environment is provided at no charge for the first year. Thereafter the test environment is charged at \$6,000.00 per year to keep the code and data up to date with the production environment.

(6) 3-year payment arrangement:

• Product Installation Oct 1, - Oct 15, 2014	
• PVDNet Support Maintenance Invoice Submitted by 01-15-2015 Payment by 02-15-15	\$48,750
• PVDNet Conversion / Project Fees Invoice Submitted 03-01-2015 (Retainage 15% of \$152,050 = \$22,807) Payment by 04-15-2015	\$36,693
• Signoff of Conversion and original project 07-01-2015 Retainage Invoice Submitted 07-01-2015 Payment by 08-15-2015	<u>\$22,807</u>
<b>Total Due 2015</b>	<b>\$108,250</b>
• PVDNet Support Maintenance Invoice Submitted by 01-15-2016 Payment by 02-15-16	\$48,750
• PVDNet Project Invoice Submitted by 01-15-2016 Payment by 02-15-16	\$61,700
• PVDNet Test Box Fee Submitted by 01-15-2016 Payment by 02-15-16	<u>\$6,000</u>
<b>Total Due 2016</b>	<b>\$116,450</b>
• PVDNet Support Maintenance Invoice Submitted by 01-15-2017 Payment by 02-15-17	\$48,750
• PVDNet Project Invoice Submitted by 01-15-2017 Payment by 02-15-17	\$30,850
• PVDNet Test Box Fee Submitted by 01-15-2017 Payment by 02-15-17	<u>\$6,000</u>
<b>Total Due 2017</b>	<b>\$85,600</b>
<b>Total Fees 3 Year Project</b>	<b>\$310,300</b>

## **Exhibit C**

**RFP response September 2, 2014**





Government Utilities Technology Service

**Response**

**To**

**Delaware County, Indiana**

**Request for Proposal**

**for a**

**Tax Administration System**

**Due Date**

**September 2, 2014**

**Presented By:**

Government Utilities Technology Service, Inc. (GUTS)

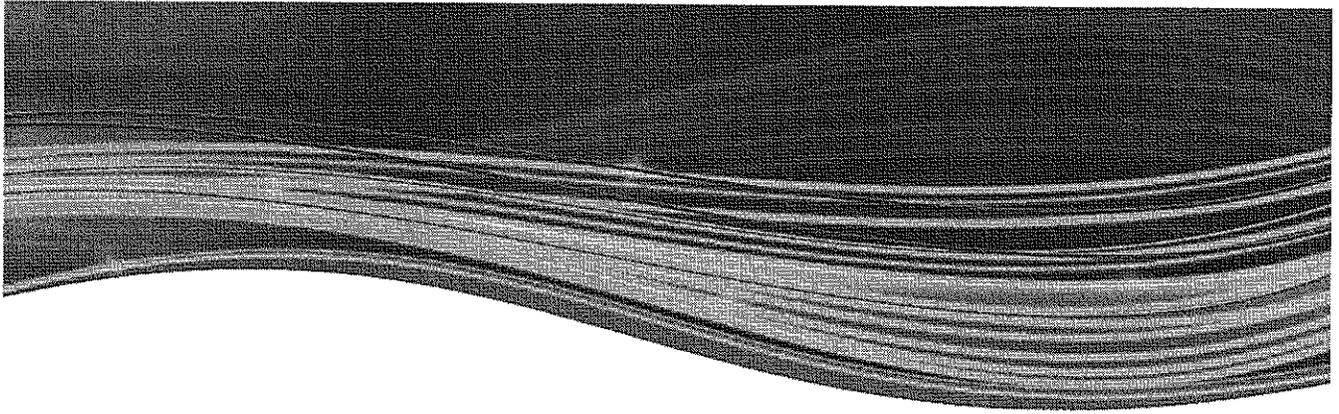
11367 W 275 N, Thorntown, Indiana, 46071

(765) 425-6648 Phone • (765) 794-0397 Fax • [www.g-uts.com](http://www.g-uts.com)



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## Section 1

## Cover Letter



**Government Utilities Technology Service, Inc**  
11367W 275N  
Thorntown, Indiana 46071

(765) 425-6648 Fax: (765) 794-0397

To: Board of Commissioners of Delaware County  
Auditor's Office RM 103  
100 W Main St.  
Muncie, IN 47305

Date: September 2, 2014

Re: Tax Administration System, dated August 18, 2014

Dear Commissioners:

We at GUTS appreciate the opportunity to present our proposal for the "Tax Administration System" project. We have a deep respect for the challenges Delaware County faces as the result of aging systems, extremely limited automation, and changing technical and taxpayer requirements. Our products now manage over 1.4 million parcels daily in Indiana and Kentucky. In addition GUTS also bills and manages over 500,000 tax bills annually for the clients we serve.

In the pages that follow, we have provided a detailed set of responses for each of the requirements identified in the Request for Proposal (RFP). We look forward to the opportunity to formally present this proposal to the selection committee and answer any questions that may arise. In the meantime, please feel free to contact GUTS President, Mr. Eric V. Goodnight or GUTS Director of Sales and Support, Mr. Chad McDonald, with any questions you may have. Their contact information is presented below.

**Statement of Interest:** GUTS' presentation of this proposal constitutes our interest, willingness, and ability to deliver the functionality presented in this document. This proposal is made without connection with any other person, company or parties making a similar proposal and is in all respects fair and in good faith without collusion. We have been involved in the delivery of tax and billing solutions for over

20 years. We have made a major financial investment with the development of our PVDNET® products and believe they are well positioned for Delaware County to have a successful implementation. Looking toward the future, we believe that the technology built into our products will provide our customers with the most technologically advanced tools possible.

**State of Proposal Life:** All costs and deliverables presented in this proposal are valid for 365 days from the date of this document;

▪ **Contact Person(s):**

Mr. Eric V. Goodnight

President

GUTS

11367 W 275 N

Thorntown, Indiana 46071

Phone: (765) 425-6648

Fax: (765) 794-0397

Email: ericg@g-uts.com

Mr. Chad McDonald

Director of Sales and Support

GUTS

11367 W 275 N

Thorntown, Indiana 46071

Phone: (317) 374-9887

Email: chadm@g-uts.com

Once again, we at GUTS appreciate the opportunity to present our proposal for this exciting project.

Sincerely,

Mr. Eric V. Goodnight

President and CEO

GUTS

## Non-Collusion Affidavit

See original, signed hard copy.

## Executive Summary

Government Utilities Technology Service, Inc. (GUTS) (previously known as Goodnight Consulting) has been meeting the technical and business needs of its clients for nearly 20 years. We have embraced the use of IT as a method to improve the quality, speed, and economic benefits derived by our customers' projects. We are dedicated to providing solutions that will enable our customers to direct their efforts toward their core business.

To that end, GUTS has spent the last 9 years meeting with Assessors, Property Valuation Administrators (PVAs), Auditors, Treasurers, State Officials, Legislators, and other Subject Matter Experts (SMEs) in Indiana and Kentucky to document their workflow and processes as they pertain to the management of property taxes. These efforts produced more than 600 pages of process flow charts and provided the basis for developing and continually enhancing PVDNET®, a fully integrated, web-based product utilizing ASP.Net and Microsoft SQL Server state-of-the-art architecture. GUTS design methodology is very simple – the entire system was designed *by end users for end users*.

The PVDNET® suite of products, eAssessor, eAuditor, eTreasurer, and eOffice is specifically designed for Assessors, Auditors, and Treasurers. PVDNET® has incorporated PVA, Assessor, Auditor, and Treasurer Functions into one integrated property tax system. Business rules have been incorporated that will enable elected officials to comply with State Statutes in all facets of their property-tax-related duties. This integrated system eliminates the possibility of redundant data resulting from entering data into multiple databases. PVDNET® enables the PVA, Assessor, Auditor, and Treasurer to share the same data and to view the data not traditionally available to other offices. Roles have been established in the security structure to allow users either read-only access, partial modification of some records, or full edit capabilities.

PVDNET®'s web-based functionality and security roles make it easy for elected officials to allow individuals and businesses to have read-only access to public data. PVDNET® also accommodates the use of the Internet when the public wants to do business with Delaware County for e-commerce transactions.

Elected officials are constantly being asked to do more with less. Enhanced use of technology can assist officials in streamlining business processes to improve quality and reduce the effort required to perform their duties. GUTS has created functionality in PVDNET® that absorbs most of the desktop work currently performed by offline users. We have developed a database structure that is readily adaptable for legislative changes and will support the business process changes necessitated by Delaware County.

PVDNET® can utilize wireless technology for assessing officials who want remote, real-time access to property system data while doing their field work. It will be possible to create sketches in the field and access GIS data from anywhere in the county.

PVDNET® will accommodate the sharing of property data with the commonwealth, state, and other units of government. Commonwealth, State, and County officials can send or receive sales data, tax rates, and abstracts electronically. PVDNET® will also be able to integrate with other systems with which Delaware County needs to share data (i.e. GIS, Permits, Realtor Sales, etc.). These various forms of sharing data will increase the speed of processing data and it will eliminate the potential for mistakes that cost Delaware County time and/or money.

GUTS is partnering with several companies to provide enhanced integrated services with PVDNET®. These integrations include, but are not limited to: cashiering, remote data capture, remittance processing, document imaging, sketches, wireless technology, and GIS.

We are fully aware of the many changes that face Delaware County when contemplating a significant move to a new Tax Administration System. A few of those challenges include: converting massive amounts of data from the legacy tax and billing system and from other ancillary systems; training employees to learn new systems; making programmatic changes to comply with current local requirements; and the need to implement a fully automated tax and billing system.

GUTS stands ready to work hand-in-hand with Delaware County officials to find solutions for these challenges – and more. We have assembled a team that is accustomed to working with the end users to facilitate change and improve business processes by utilizing the latest and greatest technology.

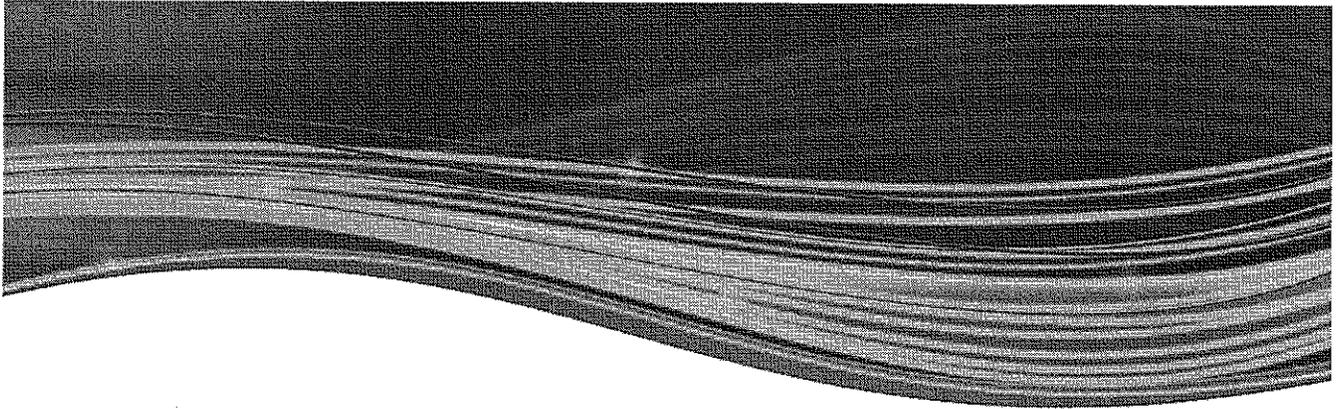
We hope you will be as excited about the possible advantages PVDNET® can offer Delaware County as we were in developing the product.

## Performance Bond

GUTS has never provided any bonds to do work or provide licensing for our software. We do however work closely with the client and establish a withholding from our billings to provide the incentive for us to properly finish the work and to give the client the comfort that the work stays on schedule and is properly implemented.

## Vendor Attestation

See original, signed hard copy.



## Section 2

## Business Health Summary

**Legal Name** Government Utilities Technology Service, Inc.

**Address** 11367 W 275 N, Thorntown, Indiana 46071

**Phone Number** (765) 794-0395    **FAX** (765) 794-0397    **Web** www.g-uts.com

**Corporate Officers** Eric V. Goodnight, CEO & President  
Cindy K. Goodnight, CFO

**Total No. of Personnel** 30

**In Software Development** 5

**In Product Sales** 2

**Technical Support** 10

**Contact Name** Eric V. Goodnight, CEO & President

**Phone** (765)-425-6648

**Email** ericg@g-uts.com

Government Utilities Technology Service, Inc., (GUTS) of 11367 W 275 N, Thorntown, Indiana, was started as Goodnight Consulting in 1992. The name was changed in 2003 to GUTS to more accurately describe the work that was being done by the firm. Eric Goodnight, the owner and founder, started the company with an emphasis on GIS and technology consulting. Mr. Goodnight has been heavily engaged in the GIS data conversion and application development since the early 1980s having provided these services to some of the largest utilities in North America such as Carolina Power and Light, Pacific Bell Telephone, Contel North America, Florida Power and Light, to name a few. Mr. Goodnight is the past Chief Information Officer of the Indianapolis Water Company and left the company in 2002 to pursue his consulting career.

Mr. Goodnight began providing solutions to Boone County Indiana, by utilizing his technology and business knowledge and developing local government solutions. GUTS considers itself a solutions provider, and not a software vendor. In other words, *products designed by end users for end users.* Every product and solution developed and implemented in our local government client sites was designed by subject matter experts (SMEs) from our client base. Since the development of our first product, GUTS has brought under our employ a number of these personnel to make our product and customer support more efficient and effective.

Over the last ten years GUTS has expanded its services and products into 28 counties in Indiana and 79 counties in Kentucky. Our property management products in Kentucky were acquired in 2005. In 2004 GUTS developed a new and more robust **Web-based** property management (CAMA, Tax and Billing) solution customized for deployment in Indiana. The first deployments began in late 2006. The firm currently has implemented PVDNET® in ten counties within Indiana. GUTS was awarded the Marion County (City of Indianapolis Marion County, Indiana) contract in October 2005 and began the implementation process in May 2007. This project involves nearly 500,000 parcels and is estimated to touch 2,000 potential users. Currently there are 1,400-plus users hitting the system every day and is the system being proposed to Delaware County, Indiana.

GUTS is a corporate entity currently employing 30 personnel with skills that include Network and Computer technology, subject matter experts from local government, business analysis, systems analysis, and programming staff with knowledge in the latest technologies and general business.

Our firm's belief is to keep our clients in constant touch with us by keeping personnel engaged with the client while implementation is being conducted via daily conversations and weekly update meetings with the project staff.

**Note:** GUTS is aware if our proposal is selected that we will be required to provide our financial information prior to contract.

## **Project Management and Team Resumes**

The following resumes represent the primary staff that will work with Delaware County. Greg Jordan will serve as project manager. Greg will act as the primary SME liaison for Treasurer processes and Gretchen Smith will act as the primary SME liaison for Auditor processes. Grant Goodnight will oversee any development issues with assistance from Aaron Gold, and John Stansell will work as the IT liaison.

Greg will work with the implementation staff from GUTS and oversee the conversion and development team as well as all associated activities. Greg and Gretchen will act as the primary “tax and billing” liaison from GUTS with the client tax administration personnel and will be the individuals to interpret and disseminate information the project team on both sides in addition to manage the training and research activities. John Stansell will work with IT to implement the software.

<h1>Project Staff Resume Summary</h1>	
<b>Name:</b>	Gregory N. (Greg) Jordan
<b>Number of years with GUTS:</b>	9 years
<b>Current Job Title:</b>	Senior Vice-President, Indiana Operations
<b>Previous Job History:</b>	Marion County Treasurer – 8 years Deputy Marion County Treasurer – 14 years
<b>Educational Background (If Applicable):</b>	BS, Indiana University, Kelley School of Business
<b>Previous Job Experience:</b>	Management and Administration in County Government, including (but not limited to): investing county funds, property tax administration, administering and conducting Tax Sales, and personnel (Human Relations).
<b>Technical Skill, qualifications or experience:</b>	30+ years in public sector and related administrative and managerial functions; Proficient in Microsoft Word and Excel; Strong organizational and interpersonal skills

<h1>Project Staff Resume Summary</h1>	
<b>Name:</b>	Gretchen Smith
<b>Number of years with GUTS:</b>	5 years
<b>Current Job Title:</b>	Indiana Auditor Specialist
<b>Previous Job History:</b>	Boone County, Auditor, 8 years Boone County, GIS Deputy, 5 ½ years IU Medical Center, 6 ½ years
<b>Educational Background (If Applicable):</b>	Post high school only
<b>Previous Job Experience:</b>	Supervisor, Budgets, Data Entry
<b>Technical Skill, qualifications or experience:</b>	Microsoft Word and Excel; Ten key, interpersonal skills

# Project Staff Resume Summary

<b>Name:</b>	Sarita Koopman
<b>Number of years with GUTS:</b>	9 years
<b>Current Job Title:</b>	Vice-President Indiana Treasury Operations
<b>Previous Job History:</b>	<p>Boone County Treasurer's Office - 1<sup>st</sup> Deputy Treasurer/Head Cashier, Lebanon IN - 8 years</p> <p>Boone County Recorder's Office – Deputy, Lebanon IN - 6 years</p> <p>Boone County Abstract &amp; Title Company – Title Searcher, Lebanon IN – 1 year</p> <p>Rock Island Refinery – Accounting, Indianapolis IN – 3 years</p>
<b>Educational Background (If Applicable):</b>	Indiana Business College – Bookkeeping and Accounting
<b>Previous Job Experience:</b>	<p>Receiving and posting payments, daily balancing, calculating correction of errors.</p> <p>Recording deeds and mortgages.</p> <p>Processing accounts receivable, accounts payable, payroll, income tax returns, personal property tax returns.</p>
<b>Technical Skill, qualifications or experience:</b>	Proficient in PVDNET®, CYMA Financial Software, Microsoft Word and Excel

<h1>Project Staff Resume Summary</h1>	
<b>Name:</b>	Aaron A. Gold
<b>Number of years with GUTS:</b>	10 years
<b>Current Job Title:</b>	Vice-President Multimedia Development
<b>Previous Job History:</b>	Indiana University (Software Development Manager) 3 years
<b>Educational Background (If Applicable):</b>	Bachelors of Engineering from Purdue University (2004)
<b>Previous Job Experience:</b>	Responsible for overall direction and management of assigned software development projects.
<b>Technical Skill, qualifications or experience:</b>	<p>10+ years in software development / engineering</p> <p>Specialties: • Microsoft .NET development, methodologies and architectures.</p> <ul style="list-style-type: none"> <li>• Asp.net</li> <li>• Ajax client libraries</li> <li>• SQL Server DB planning/development/optimization</li> <li>• Automated system integration</li> <li>• Usability and experience design, information architecture</li> <li>• Graphics design</li> <li>• User interface design</li> <li>• Standards and Compliance</li> <li>• Solution envisioning/planning</li> <li>• Project management</li> </ul>

## Project Staff Resume Summary

<b>Name:</b>	Grant Goodnight
<b>Number of years with GUTS:</b>	11 years
<b>Current Job Title:</b>	Senior Vice-President Software Development
<b>Previous Job History:</b>	Geographical Information Systems Student Assistant Indianapolis Water Company – 4 years
<b>Educational Background (If Applicable):</b>	Bachelor of Science in Business, Computer Information Systems - Indiana University Purdue University Indianapolis
<b>Previous Job Experience:</b>	<ul style="list-style-type: none"> <li>• Worked in the engineering department developing land base drawings, which decreases time for locating and keeping track of utility plant assets.</li> <li>• In charge of <b>AutoCAD</b> based Subdivision Deviation projects used in planning and keeping track of new developer projects.</li> <li>• Worked on the Global Positioning System crew locating hydrants and valves to place in the current land base illustration, which enhanced company record information by improving accuracy of location and information of company assets.</li> <li>• In charge of locating the nodes for the hydraulic model using Global Positioning. This process is used to locate elevations of different areas, which allow for water pressure adjustments based on GPS elevation information.</li> <li>• Work with construction records to update the base drawing using <b>AutoCAD</b>. Process also known as “As Builts”. Similar to Sub Deviation, however this process is done for completed projects.</li> </ul>

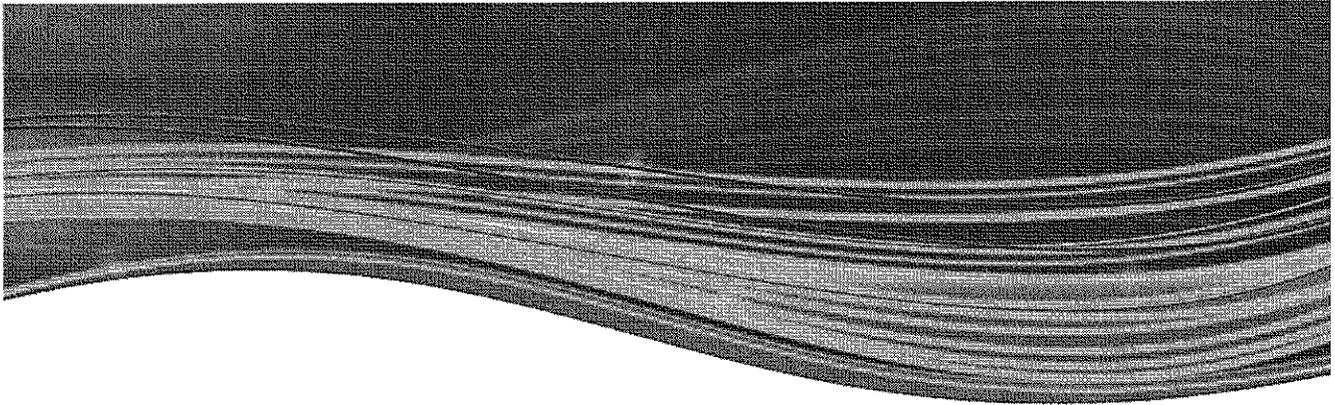
<p><b>Technical Skill, qualifications or experience:</b></p>	<p><b>LANGUAGES:</b> Visual Basic, .Net, C#, SQL, C, HTML, Java, Javascript  <b>DATABASES:</b> SQL Server (2000, 2005, 2008 /R2, 2012), Access, Pervasive  <b>WEB SOFTWARE:</b> Microsoft Front Page, Dreamweaver 4, Internet Explorer  <b>OPERATING SYSTEMS:</b> Windows 2000 Pro, Windows XP Pro, Windows Vista, Windows 7, Windows 8, Unix, Palm OS, Pocket PC, Windows Server 2003-2012  <b>ENGINEERING SOFTWARE:</b> AutoCAD 14 &amp; 2000, GPS Pathfinder Office, Map Guide</p> <p><b>Senior Vice President Software Development  Government Utilities Technology Service 2003 - Current</b></p> <ul style="list-style-type: none"> <li>■ Oversee all development work and development project planning done within the GUTS organization.</li> <li>■ Designed and developed CheckMate, which is an Inmate tracking application for detention facilities.</li> <li>■ Work on GIS applications developing land use maps and managing GIS data.</li> <li>■ In charge of data conversion projects from a legacy system to the PVDNET® system which is a SQL Server based product.</li> <li>■ Designed and created Windows based system to manage land transfers for county Auditor.</li> <li>■ Created treasurer applications to take them from paper forms to computer generated products as well as increasing data integrity.</li> <li>■ In charge of Lockbox processing for county government.</li> <li>■ Core programmer for PVDNET® application which is a full land management system for county Auditors, Assessors and Treasurers. Also in charge of developing and managing all interface applications within PVDNET® which allow for interoperability with other applications.</li> </ul>
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# Financials

Place holder for financials

## **Drug Free Workplace**

GUTS provides a guarantee to Delaware County that it is in compliance and will remain so for the Drug Free Workplace Act of 1988 in all respects. This language is also always included in our contracts. We also guarantee that we are an equal opportunity employer and in compliance with all laws and regulations governing the requirements of the EEOA, the Department of Labor and Title VI of the Civil Rights Act of 1964.



## Section 3

## Sample Contract

### PRESCRIBED CONTRACT FOR COMPUTER SOFTWARE, SERVICES, AND EQUIPMENT

This Contract is entered into by and between  
\_Government Utilities Technology Service, Inc. (GUTS)  
("Contractor," which term shall include the Contractor's principals), the Delaware County Auditor and the Board of County Commissioners of Delaware County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Delaware County, Indiana), and the Department of Local Government Finance ("Department"), a party solely for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to IC 6-1.1-31.5-2(c).

#### RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of IC 6-1.1-31.5-2 for the purpose of providing computer software, services, and/or equipment as required by IC 6-1.1-31.5-2 and 50 IAC 26;
- B. The County and the Contractor have complied with IC 5-22 in obtaining bids, proposals, or a special procurement, and the purchase of the Contractor's software, services, and/or equipment is in compliance with Indiana law;
- C. The Contractor's software, services, and/or equipment are certified by the Department pursuant to 50 IAC 26-18;
- D. The County is awarding the Contract to the Contractor after compliance with IC 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of IC 6-1.1-31.5 and 50 IAC 26 and the Contractor will comply with the provisions of IC 6-1.1-31.5 and 50 IAC 26 in connection with this Contract; and
- F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-31.5-2.

#### AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this Contract.

**2. Products and Services Provided by Contractor.** The Contractor agrees to provide to the County certain hardware, software, and/or services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on a Work Plan that must be attached to this Contract as "Exhibit A". From time to time, the Contractor and the County may agree upon additional hardware, software, and/or services to be provided by the Contractor (the "Additional Products and Services"), which shall be designated on additional Work Plan(s) and attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan, and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

**3. Contractor's Product Compliance with Indiana Law.** If the Contractor's duties pursuant to this Contract are to provide either a component of or a complete property tax management system, the Contractor agrees as follows in compliance with 50 IAC 26-19-1(b)(3) and (5) and 50 IAC 26-19-2(b)(2):

A. The Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 26-19, and if any party subsequently discovers a failure by the Contractor's products to meet the provisions of 50 IAC 26-19, the failure will be corrected at the Contractor's expense.

B. The Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state policy relating to the System Package (and components thereof), provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties. The Contractor understands that even if the Contractor claims that it is not being equitably compensated and refuses to make a product or service change, 50 IAC 26 authorizes the Department to decertify the Contractor's System Package (and components thereof) if it does not comply with applicable laws. Such decertification could result in the System Package (and components thereof) being ineligible for operation in Indiana. Decertification by the Department shall not be considered a breach of this Contract by the Department. A decision by the Department to decertify the System Package or any component thereof shall not be attributed to the County and shall not give rise to a cause of action against the Department.

C. The Contractor will provide assistance to the County as may be required to modify the property tax management system (or component thereof) to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 26-19 within the time period prescribed by the law, rule, or Department.

**4. Contractor to Provide Maintenance Agreement.** The Contractor agrees, in compliance with 50 IAC 26-19-2(b)(1) and (4) and 50 IAC 26-19-3, that if it is a vendor of assessment software or tax and billing software, it will provide (i) a software maintenance agreement that meets the standards prescribed in 50 IAC 26-19; (ii) the Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) the Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on-site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in software that are provided at the Contractor's expense.

**5. Contract Representative.** The County  Auditor  shall be the Contract Representative to serve as the primary contact person under the Contract.

**6. Contractor Employees: Project Manager.** The Contractor assigns Greg Jordan \_\_\_\_\_ as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address:  11367 W 275 N   
 Thorntown, In 46071

Work telephone: \_\_\_\_\_

Home telephone: \_\_\_\_\_

Cell number:  317-590-7777

Email:  gregj@g-uts.com

**7. Work Plan.** Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 26 have been met. The Department will not approve this Contract if a Work Plan complying with the provisions of paragraph 2 is not attached. *(This will be provided if awarded the work)*

**8. Performance Bond.** If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the

Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

**9. Disaster Recovery.** The Contractor  shall/  shall not provide a Continuity Plan. The Continuity Plan shall provide, at minimum, the following:

A. provision of an alternate power source for uninterrupted services;

B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which the Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be     N/A    ;

C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and

D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, the Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan. To the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, the Contractor shall provide the Department with a plan to resume delivery of the Services no later than seven business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations. The Department shall not unreasonably deny approval of the new plan.

**10. Office Space; Computer Support.** The County  shall/  shall not provide the Contractor with office space or computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space or computer support in connection with the performance of this Contract.

**11. Continuity of System Operations.** If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

**12. Source Code Escrow.** The Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. Contractor further guarantees that it will include the Department as a third party beneficiary to the Escrow Agreement at no charge





B. The Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing certification status.

C. Pursuant to 50 IAC 26-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified, or revoked.

**19. Term of Contract.** This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within 7 days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract before April 1, 2015 \_\_\_\_\_.

## **20. Contract Reports and Monitoring.**

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract and for three years from the date of final payment under this Contract for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.

B. The Contractor shall, if so required by paragraph 16(A), provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 16(A). The reports must include the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.

C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to his or her work product to the Department and to Legislative Services Agency.

**21. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied

after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals. Upon receipt of same, Contractor shall honor the County's request.

**22. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

**23. Authority to Bind Contractor.** The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

**24. Confidentiality of Information.**

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document

considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**25. Ownership of Documents and Materials.** All documents, records, data, film, tape, articles, memoranda and other materials, (not including the software) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and all such materials will be the property of the County. Use of these materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense.

In addition a copy of the software program will be licensed to the County solely for their use during the term of the contract. This copy of the licensed software program may not be copied or otherwise duplicated for use by another county or entity without the express written consent of the Contractor. The Contractor shall provide the County and the Department full, immediate and unrestricted access to the work product during the term of this Contract.

**26. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in

advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

## **27. Delays.**

A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within 7 days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department, legislative action, or court rulings, the County reserves the right to re-negotiate all terms of the Contract, including costs.

## **28. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten working days after receipt of the Commissioner's decision, a written appeal. Within ten working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten working days, the parties may mutually agree to submit the

dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**29. Termination for Convenience by County.** This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**30. Termination for Default by County.** If the County, sixty days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

**31. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

**32. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in IC 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- (1) The Contractor does not knowingly employ an unauthorized alien.
- (2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to

exist. Additionally, the Contractor is not required to participate if the Contractor is selfemployed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(5) The Department may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department.

**33. Taxes.** The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**34. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**35. Contractor Assignment, Successors, and Subcontracting.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may subcontract with           N/A           for assistance with conversion work. The Contractor understands that it is ultimately responsible for ensuring that the data are converted correctly and for working with any subcontractor to remedy any errors that may be encountered during the conversion process. The ultimate responsibility of ensuring the accuracy and integrity of the data conversion rests with the Contractor (in consultation with the County) and cannot be delegated or subcontracted.

The contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**36. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**37. General Provisions.**

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, or payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

**38. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**39. Notice to Parties.** Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name:  
Title:  
Organization:  
Address:

City/State/Zip:  
Tel:  
Fax:  
Email:

B. Notices to the Contractor shall be sent to:

Name: Eric V. Goodnight  
Title: President, CEO  
Organization: GUTS

Address: 11367W 275N  
City/State/Zip: Thorntown, IN 46071  
Tel: 765-425-6648  
Fax: 765-794-0397  
Email: ericg@g-uts.com

C. Notices to the Department shall be sent to:

General Counsel  
Department of Local Government Finance  
Indiana Government Center North  
100 North Senate Avenue, Rm. 1058B  
Indianapolis, Indiana 46204  
317-233-4361 voice  
317-974-1629 fax

**40. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**41. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall **not** provide such indemnification to the Contractor.

**42. Insurance.**

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability

and worker's compensation insurance policies must each provide at least \$1 million dollars in coverage. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or Department and denial of further work with the County. The Contractor must provide the County and Department with copies of its insurance certificates and endorsements in order for the Department to approve this Contract.

*(List any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.)*

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to the County and the Department.

**43. Identification.** All personnel involved with performance of work for the Contractor  are/  are not required to carry identification cards, which include a photograph of the individual and the Auditor's signature. All vehicles used by personnel  are/  are not required to be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Auditor's office.

**44. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for

employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**45. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

**46. Copy of Contract.** The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

**47. Substantial Compliance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**48. Affirmation that Contract Language Has Not Been Altered.** The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

**In Witness Whereof,** the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**

**Where applicable:**

By: \_\_\_\_\_  
Printed Name: Eric V. Goodnight  
Title: President, CEO

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**Auditor:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Delaware County Board of County Commissioners**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner

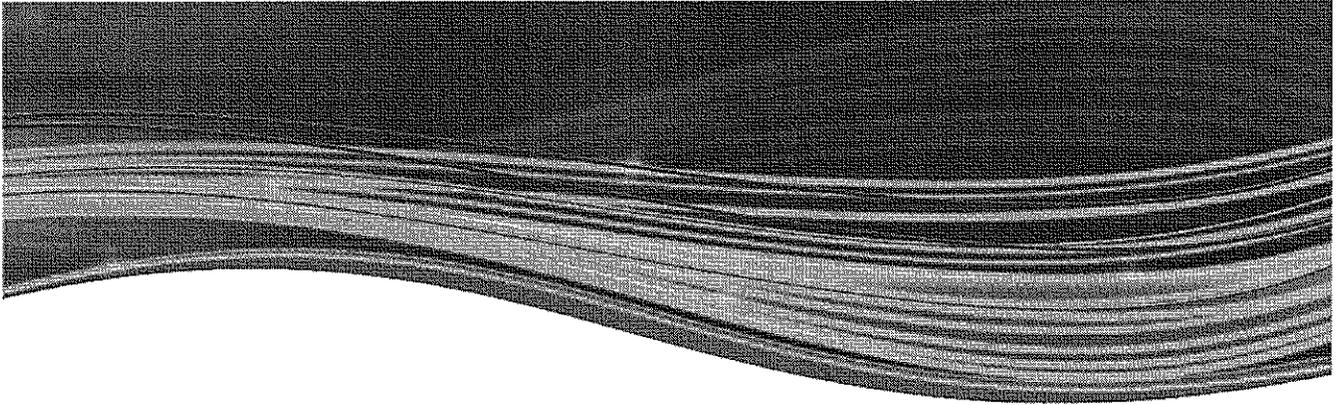
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner

**The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a), approves the employment of the Contractor:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ (Effective Date)

## Warranty Addendum

Except as provided below, Licensor warrants that it owns all rights, title and interest in and to the Software and Software Products, except for any third party database software, that all Software and Software Products shall substantially conform to the criteria described in Section 17 above, and that the Software and Software products shall be free from material defects in workmanship and materials which prevent them from substantially meeting the aforementioned criteria. This warranty coverage shall include all maintenance performed and any modifications made to the Software by Licensor. Such warranty shall extend for 180 days from the beginning of the acceptance period. Licensor's responsibility under this warranty shall be to correct or replace, at no additional charge to Customer, any part of the Software or Software Products found to be defective. If within a commercially reasonable period Licensor neither corrects such defects nor replaces the defective Software or Software Products, then Customer's sole and exclusive remedy shall be to receive a refund in an amount equal to the license fees paid to Licensor for use of the defective Software or Software Products. Licensor further warrants that any Services provided by Licensor under this Agreement shall be performed in a fully workmanlike manner and in accordance with the prevailing professional standards of the software industry. This warranty shall survive inspection, test, acceptance, use and payment. Licensor FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any and all warranties shall be void as to Software or Software Products damaged or rendered unserviceable by: (1) the acts or omissions of non-Licensor personnel; (2) misuse, theft, vandalism, fire, water, or other peril; (3) moving, relocation, alterations or additions not authorized by Licensor.



## Section 4

## Proposed Solution

Government Utilities Technology Service, Inc. (GUTS) (previously known as Goodnight Consulting) has been meeting the technical and business needs of its clients for nearly 20 years. We have embraced the use of IT as a method to improve the quality, speed, and economic benefits derived by our customers' projects. We are dedicated to providing solutions that will enable our customers to direct their efforts toward their core business.

To that end, GUTS has spent the last 9 years meeting with Assessors, Property Valuation Administrators (PVAs), Auditors, Treasurers, State Officials, Legislators, and other Subject Matter Experts (SMEs) in Indiana and Kentucky to document their workflow and processes as they pertain to the management of property taxes. These efforts produced more than 600 pages of process flow charts and provided the basis for developing and continually enhancing PVDNET®, a fully integrated, web-based product utilizing ASP.Net and Microsoft SQL Server state-of-the-art architecture. GUTS design methodology is very simple – the entire system was designed *by end users for end users*.

The PVDNET® suite of products, eAssessor, eAuditor, eTreasurer, and eOffice is specifically designed for Assessors, Auditors, and Treasurers. PVDNET® has incorporated PVA, Assessor, Auditor, and Treasurer Functions into one integrated property tax system. Business rules have been incorporated that will enable elected officials to comply with State Statutes in all facets of their property-tax-related duties. This integrated system eliminates the possibility of redundant data resulting from entering data into multiple databases. PVDNET® enables the PVA, Assessor, Auditor, and Treasurer to share the same data and to view the data not traditionally available to other offices. Roles have been established in the security structure to allow users either read-only access, partial modification of some records, or full edit capabilities.

PVDNET®'s web-based functionality and security roles make it easy for elected officials to allow individuals and businesses to have read-only access to public data. PVDNET® also accommodates the use of the Internet when the public wants to do business with Delaware County for e-commerce transactions.

Elected officials are constantly being asked to do more with less. Enhanced use of technology can assist officials in streamlining business processes to improve quality and reduce the effort required to perform their duties. GUTS has created functionality in PVDNET® that absorbs most of the desktop work currently performed by offline users. We have developed a database structure that is readily adaptable for legislative changes and will support the business process changes necessitated by Delaware County.

PVDNET® can utilize wireless technology for assessing officials who want remote, real-time access to property system data while doing their field work. It will be possible to create sketches in the field and access GIS data from anywhere in the county.

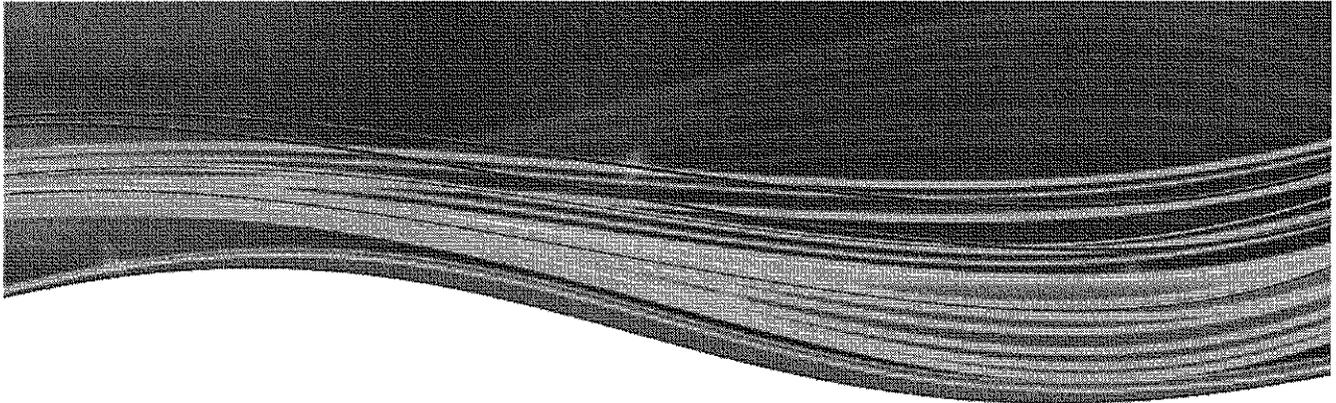
PVDNET® will accommodate the sharing of property data with the commonwealth, state, and other units of government. Commonwealth, State, and County officials can send or receive sales data, tax rates, and abstracts electronically. PVDNET® will also be able to integrate with other systems with which Delaware County needs to share data (i.e. GIS, Permits, Realtor Sales, etc.). These various forms of sharing data will increase the speed of processing data and it will eliminate the potential for mistakes that cost Delaware County time and/or money.

GUTS is partnering with several companies to provide enhanced integrated services with PVDNET®. These integrations include, but are not limited to: cashiering, remote data capture, remittance processing, document imaging, sketches, wireless technology, and GIS.

We are fully aware of the many changes that face Delaware County when contemplating a significant move to a new Tax Administration System. A few of those challenges include: converting massive amounts of data from the legacy tax and billing system and from other ancillary systems; training employees to learn new systems; making programmatic changes to comply with current local requirements; and the need to implement a fully automated tax and billing system.

GUTS stands ready to work hand-in-hand with Delaware County officials to find solutions for these challenges – and more. We have assembled a team that is accustomed to working with the end users to facilitate change and improve business processes by utilizing the latest and greatest technology.

We hope you will be as excited about the possible advantages PVDNET® can offer Delaware County as we were in developing the product.



## Section 5

This section addresses requirement discussed on pages 4-7 of the Delaware County Tax Administration System RFP not previously addressed in this response.

## **DLGF Phase I Certification Letter**

# DLGF Phase I Certification Letter

1

## Hardware and Software Requirements

The specifications below are based on single server installations of 20 - 50 users. The PVDNET® system is a robust application requiring significant resources. These hardware recommendations should be reviewed for your site and verified prior to implementation.

### Server Requirements

	Minimum Requirements for Server	Recommended Requirements for Server
<b>Processor:</b>	<ul style="list-style-type: none"> <li>Dual Core processor (2Ghz or greater)</li> </ul>	<ul style="list-style-type: none"> <li>(1) Quad core processor (2.3 Ghz or greater)</li> </ul>
<b>Memory:</b>	<ul style="list-style-type: none"> <li>16 GB of RAM</li> </ul>	<ul style="list-style-type: none"> <li>32 GB of RAM</li> </ul>
<b>Disk Subsystem:</b>	<ul style="list-style-type: none"> <li>Wide Ultra 160 SCSI RAID Controller</li> <li>RAID Level 1 Drives (Two 10,000 RPM Disk Drives)</li> <li>RAID Level 5 Drives (Three 10,000 RPM Drives)</li> </ul>	<ul style="list-style-type: none"> <li>Wide Ultra 320 SCSI RAID Controllers (2 channels)</li> <li>RAID Level 1 Drive (Two 15,000 RPM Disk Drives ) with Operating system, memory swap file and RDBMS Logs</li> <li>RAID Level 5 Drive (Three or more 15,000 RPM Drives ) with SQL Database and User Data</li> </ul>
<b>Network</b>	<ul style="list-style-type: none"> <li>Dual 100Mb Ethernet</li> </ul>	<ul style="list-style-type: none"> <li>Dual Gigabit Ethernet</li> </ul>
<b>Peripherals:</b>	<ul style="list-style-type: none"> <li>Combo CD / DVD-ROM Drive</li> </ul>	<ul style="list-style-type: none"> <li>Combo CD / DVD-ROM Drive</li> </ul>
<b>Backup System:</b>	<ul style="list-style-type: none"> <li>40 / 80GB DLT Tape Drive</li> <li>Symantec Backup Exec with Open File Option</li> </ul>	<ul style="list-style-type: none"> <li>80 / 160GB DLT Tape Drive</li> <li>Symantec Backup Exec with Open File Option and SQL Agent Option</li> </ul>
<b>Power:</b>	<ul style="list-style-type: none"> <li>Redundant power supplies</li> <li>UPS – 750Kva (External)</li> </ul>	<ul style="list-style-type: none"> <li>Redundant power supplies</li> <li>UPS – 750Kva (External)</li> </ul>

	<b>Minimum</b> <i>Requirements for Server, continued</i>	<b>Recommended</b> <i>Requirements for Server, continued</i>
<b>Software:</b>	<ul style="list-style-type: none"> <li>• Microsoft Windows™ 2008 R2 / 2012 Server Standard                             <ul style="list-style-type: none"> <li>○ Add user CALs if only server in network</li> </ul> </li> <li>• Microsoft SQL Server 2012™ x64 Standard                             <ul style="list-style-type: none"> <li>○ Add SQL CALs for # of users</li> <li>○ Possibly use CPU licensing depending on number of users</li> </ul> </li> <li>• Microsoft IIS™ (included with Windows 200x server)</li> <li>• ASP.Net 4.0 Framework</li> <li>• Report Software: Microsoft SQL Reporting Services™ (comes with SQL 200x)</li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Windows™ 2008 R2 x64 Server Enterprise                             <ul style="list-style-type: none"> <li>○ Add user CALs if only server in network</li> </ul> </li> <li>• Microsoft SQL Server 2012™ x64 Standard                             <ul style="list-style-type: none"> <li>○ Add SQL CALs for number of users</li> <li>○ Possibly use CPU licensing depending on number of users</li> </ul> </li> <li>• Microsoft IIS™ (included with Windows 200x server)</li> <li>• ASP.Net 4.0 Framework</li> <li>• Report Software: Microsoft SQL Reporting Services™ (comes with SQL 200x)</li> </ul>

**Workstation Requirements**

	<b>Minimum</b> <i>Requirements for Workstation</i>	<b>Recommended</b> <i>Requirements for Workstation</i>
<b>Hardware:</b>	<ul style="list-style-type: none"> <li>• Dual Core processor</li> <li>• 2GB of RAM</li> <li>• 15" Monitor (1024x768 resolution)</li> <li>• 40GB Disk Drive</li> <li>• 100Mb bit Ethernet</li> <li>• 24X CD-ROM Drive</li> </ul>	<ul style="list-style-type: none"> <li>• Quad Core processor</li> <li>• 4GB of RAM</li> <li>• 17" Monitor (1024x768 resolution)</li> <li>• 80GB Disk Drive</li> <li>• 1 Gigabit bit Ethernet</li> <li>• 24X CD-ROM Drive</li> </ul>
<b>Software:</b>	<ul style="list-style-type: none"> <li>• Microsoft Windows™ XP Professional SP3</li> <li>• Internet Explorer 10 / 11 (Sketch)</li> <li>• Firefox</li> <li>• Microsoft Office™ 2010</li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Windows 7 Pro SP1</li> <li>• Internet Explorer 10 / 11 (Sketch)</li> <li>• Firefox</li> <li>• Microsoft Office 2010™</li> </ul>

## Data Conversion Replacement Plan

GUTS has a very methodical approach to data conversion that employs the use of a staging area, test area and production area for data manipulation, cleansing, testing and implementation. Our development team will work with the County's IT department to establish an environment conducive to the conversion requirement of the proposed effort. It is understood that there are several elements required to complete a conversion for the Auditor and Treasurer. This will most likely include data currently housed in multiple locations on multiple systems, the primary data source being the current Tax and Billing system. Before the conversion effort begins however there will be numerous discussions with the Auditor, Treasurer and the IT Staff who we assume support these environments to determine all required elements and locations. As a part of this effort GUTS will also discuss the final home of this data within PVDNET®. Since PVDNET® is a very robust relational data structure it should be understood that data may be required to provide multiple functions.

Once this phase has been researched, discussed and documented various programs may be employed to export data from the various systems. This data will be put into a middle staging area. Once there, the data will be ready for data manipulation and preparation for being moved via import scripts to a PVDNET® testing area. Once in the PVDNET® software and in a testing area both GUTS and the Client SME's will be asked to evaluate the data, document issues, work with the conversion programming staff to fix issues and retest elements until the data is deemed correct and ready for production.

The primary data sources to be reconciled include:

- Auditor Information (Deductions, Exemptions, Etc.)
- Treasurer Information (Billing data, payment data, etc)
- Parcel Information
- Ownership Information
- Historic Information

A number of reports and data queries are executed during the staging and testing stages which allow for comparison, balancing and data cleansing. With all conversion projects it is often discovered that some data has become stagnate or not complete to satisfy the conversion. This varies greatly between client sites but the data is never 100% complete. Examples may include missing deduction information, address variances, etc. It is also imperative that the converted data balances to the existing system and reports are executed to ensure this balancing. Once the client and PVDNET® are both satisfied that the converted data is correct it will be ported to production. A final set of reports will be run and everything confirmed balanced before updating is allowed.

The following points lay out at a high level the conversion and implementation process. If GUTS is selected for this project we will break the conversion process down by individual task in the Microsoft Project plan.

- Current system data will be studied to determine data structure relating to all data elements that will have to migrate to the new system.
- Required programming to extract all required data elements into a middle staging area.
- Validation of staging data.
- Scripts executed that will move all data from middle staging area into testing environment.
- Evaluation of data in testing environment (This will require the cooperation of all offices involved in the software transition).
- Once approved by the client, all data elements will be moved into production.
- Any data conversion discrepancies will be corrected as they are discovered.

## Ditch Maintenance & Ditch Reconstruction

For each ditch maintenance project and/or each ditch reconstruction project, the assessment charges, collections and notices will be generated by PVDNET® for each parcel. Because this functionality resides in PVDNET® and the data is fully integrated, a *separate interface to another system is not needed*.

PVDNET® generates a spring and fall cycle collections report that tracks and displays all charges, penalties, interest, and/or payments by ditch and by parcel. These reports are used for settlement purposes and for posting to the County's fund accounting system and subsidiary ledger (see below).

### DATA CONVERSION – FROM TAX SYSTEM INTO PVDNET®:

- DITCH MAINTENANCE:
  - For each Project, convert:
    - Ditch #
    - Ditch Name
    - Billing (on or off)
    - Rate used to calculate assessment charge
      - Minimum rate
      - Unit Rate
      - Foot Rate
      - Variable Y/N
  - By Parcel, convert:
    - Ditch #
    - Bill (Y/N)
    - Effective Units (acres)
    - Fixed fee amount
    - Charges
    - Payments
    - Error Corrections
    - Starting unpaid amount
- DITCH RECONSTRUCTION:
  - For each Project, convert:
    - Ditch #
    - Ditch Name
    - Date of 1<sup>st</sup> Notice
    - Project duration (1,2,3,4,5,20 years)
    - Project capital amount
    - Project Interest rate
    - Project start data

- By Parcel, convert:
  - Ditch #
  - Bill (Y/N)
  - Installment1, 2, etc.
  - Principal amount
  - Interest & penalty amount
  - Adjustment amount
  - Adjustment type
  - Payments
  - Error Corrections
  - Starting unpaid amount

To replace the “Surveyor books”, GUTS proposes using an Excel subsidiary ledger for fund 2700 DITCH MAINTENANCE and a separate subsidiary ledger for fund 2600 DRAIN IMPROVEMENT FUND.

#### **DATA CONVERSION – FROM TAX SYSTEM AND FUND ACCOUNTING SYSTEM INTO EXCEL SUBSIDIARY LEDGER:**

- ASSUMPTION A: (Assumes receipts, disbursements and transfers *are* posted to each ditch in current Fund Accounting system. For example, each ditch has a separate account number to which receipts and/or disbursements have been posted)
  - a. Export receipts, disbursements and transfers from current Fund Accounting system and import into Subsidiary Ledger. Balance by ditch by year by type of transaction.
- ASSUMPTION B: (Assumes receipts, disbursements and transfers *are not* posted to each ditch in Fund Accounting system).
  - a. By ditch, capture total assessment charges, spring and fall collections from current Tax System. The payments will reflect as receipts in Subsidiary Ledger. Import this data into Subsidiary Ledger. Balance by ditch by year by transaction.
  - b. Use disbursements (assuming that they exist) by ditch from “Surveyor’s Books” and create import. Import this data into Subsidiary Ledger. Balance by ditch by year.

#### **INTERFACE FROM PVDNET® AND FUND ACCOUNTING SYSTEM TO EXCEL SUBSIDIARY LEDGERS:**

- A custom ad hoc query can be created in PVDNET® to export charges, base and penalty & interest payments for Ditch Maintenance Projects and Ditch Reconstruction Projects. This data can be loaded into the Excel Subsidiary ledger and posted without the need for data entry.
- The Subsidiary Ledger utilizes a Surveyor Claim form that can be used to populate disbursements for each ditch, *so an interface is not required to the Fund Accounting System.* This assumes that the Excel Subsidiary Ledger will replace the “Surveyor’s Books”.

The functionality of the Excel Subsidiary ledgers is as follows:

- Four levels of security: (1) public view only; (2) Surveyor for posting claims and creating queue of disbursements by ditch; (3) Auditor staff for adding transactions; and (4) Auditor Administrator for posting transactions and closing the year
- Years can be closed to prevent changing transactions already posted for a closed year
- Ledgers can be printed for ditch with date range parameters
- All ditches can be printed in a single batch and stored in folder defined by user
- Summary report by ditch to show totals by ditch and grand totals
- Powerful search engine that allow multiples parameters for a single search. Results can be printed
- Double-posting process eliminates data errors between individual ditch and control
- Data entered is validated before posting to trap errors and/or to identify omissions
- Workbook is automatically backed-up to a separate file without user involvement

## System Functionality – PVDNET® Auditor Module

- Supports transfer of ownership from one entity to another
- Supports transfer of an entire parcel, part of a parcel (parcel split), and combination of multiple parcels
- Tracks and displays all prior ownership and various related transactions
- Transfer process also makes available an area for sales price and other sale related information
- Supports entry, calculation, and aggregation of individual taxing unit fund rates by taxing units and taxing districts
- Supports calculation of property tax credits
- Provides separate identification of type and amount of deductions as required by the DLGF
- Provides and supports separate identification of fully- or partially-exempt properties
- Removes deductions and/or exemptions when property is transferred to a new owner
- Allows for property tax abatements with standard or customized schedules and percentages
- Accommodates unlimited Special Assessment types that can be added manually or via a batch upload process
- Incorporates a complete and robust process for handling Tax Increment Financing (TIF) parcels, including (but not limited to):
  - Identifies, accounts for, applies, and displays tax increment data and revenues by parcel and by tax increment district
  - Accounts for tax increment base value changes resulting from split or combine land transfers
  - Supports calculation of incremental net assessed values for the tax increment area as a whole and by taxing district
  - Segregates the base and increment amounts for calculation, collection, and settlement of taxes
- Allows multiple application of economic revitalization area deductions (abatements) to specific improvements for a parcel

- Supports applying investment deductions to specific improvements for a parcel
- Supports entry of state assessed distributable property data provided by the DLGF for tax calculation
- Records all data required to prepare the abstract of property, assessments, taxes, deductions, and exemptions
- Supports data entry, calculation of error correction, applying the error correction to the assessed value, error correction history, and generation and printing of refunds
- Records all data required to prepare the certificate of settlement and statement of the distribution of taxes collected
- Enables the Auditor to manage all aspects of Ditch Maintenance and Ditch Reconstruction projects, including (but not limited to):
  - Entering new Ditch projects (both Maintenance and Reconstruction)
  - Creating liabilities for both Ditch Maintenance and Reconstruction that appear on the tax bill
  - Tracking payments and providing reports for settlement and distribution

## System Functionality – PVDNET® Treasurer Module

- Permits a county to maintain, enter, update, and retrieve real and personal assessment records for two assessment years subsequent to the current assessment year
- Archives and makes available for electronic retrieval historical and future-year data
- Enables the Treasurer to manage all aspects of that office, including (but not limited to):
  - Tracking all liabilities charged by the county on the tax bill
  - Applying all forms of payments to the parcel
  - Paying individual or multiple parcels in a single transaction
  - Printing a current tax bill in a PDF format that can be handed to the taxpayer or mailed or emailed
  - Upload payment files from various sources (e.g. bank, mortgage company) to apply payments in a batch
- Manage parcels that are escrowed by a mortgagee or multiple parcels that belong to a single owner; also provides the ability to email electronic bills
- Incorporates a robust bill-print file for all parcels that can be sent to bill-print vendors and other third-party vendors who want an electronic version of the tax bill information.
- Track parcels that are eligible for Tax Sale (real estate) or Judgment (personal property), including the creation of files for outside vendors.
- Enables Treasurer to initiate their portion of an error corrections (i.e. CofE and AA) within PVD and the Auditor can make the final approval.
- Incorporates a Snowbird Address feature that enables the user to manage a secondary mailing address for the property owner without replacing the primary address
- Supports the emailing of electronic bills to a mortgage company or taxpayer with responsibility for paying multiple bills
- Incorporates refund data into the property tax settlement process
- Calculates penalties for real property, personal property, and mobile homes

## Interface

PVDNET® is completely integrated with XSoft in accordance with the state mandated data interfaces. These interfaces are currently in production and will shortly be re-certified in the DLGF Phase II Certification process.

### **Tax to CAMA Daily Interface**

Each evening a file is transmitted in the vendor agreed Tax to CAMA format. This process is fully automated and no interaction is required by the Auditor or Treasurer. The records are all generated automatically using database triggers, and a scheduled batch job to transmit to the assessor nightly. The interface supports all the available activity codes. Typically the following operations are transmitted daily to the CAMA system.

- Address Change
- Transfer/Split/Combine
- Parcel Add/Deactivate
- Transfer Remove
- Parcel Acres/Legal Description Change
- Annexation
- Parcel Number Change

### **Annual Roll Files**

PVDNET® does a very comprehensive import of all available data in the DLGF Export and Vendor Specified Supplemental files. It does a more complete job of data import than competitive systems. All the roll operations generate reports of any discrepancies between the two systems.

### **Real Estate Roll**

The real estate roll imports the assessed values, property address and property sub class on an annual basis.

### **Personal Property / Mobile Home Roll**

Each of these rolls automatically adds any new parcels that are required and updates owner and address information automatically when the name and address do not match between the systems. Additionally the property address, assessments and fine codes are also loaded.

### **Oil and Gas Roll**

This roll updates owner/address information and assessed values.

**GIS Interface**

PVDNET® supports an extensive bi-directional interface to ArcGIS and Pictometry. An export process is also available for Beacon. A parcel being viewed in PVDNET® may be displayed in ArcGIS or Pictometry without re-entry of the parcel number.

**PVDNET® to ArcGIS**

All selections, parcel groups and bookmarks are available live in ArcGIS simultaneously. For example a parcel group showing a TIF district may be displayed in ArcGIS and output to create a hard copy map, or checked to insure all the parcels in the TIF have been accounted for. All ArcGIS functionality is available to manipulate parcels selected in PVDNET®.

**ArcGIS to PVDNET®**

Parcels may be selected in ArcGIS and collected in PVDNET® to display in reports or used for analytical processes. For example to assign parcels to a subdivision or ditch reconstruction project, the user can draw a polygon around the parcels in ArcGIS to build a selection, which will be visible in PVDNET®. The ditch reconstruction (for example) can then be populated in PVDNET® without the need to enter the parcel numbers directly in PVDNET®.

## PVDNET® Software End User Training Process

From your initial product purchase to its smooth-running operation, every technology investment depends on and requires an investment in people. Their knowledge, productivity, and competence are critical components of continued success. Investing in training for your staff helps facilitate a smoother transition from your previous system and gives you the knowledge needed to use PVDNET® to its full potential.

You may choose one of three styles we have established for PVDNET® Software training.

- **Train the Trainer** - In this style, you will select a small number of employees, referred to as “Super Users” who will receive specialized, detailed training in the various section of PVDNET® from our Subject Matter Experts and Training Specialists. These “Super Users” will then train your remaining staff with more generalized assistance from the PVDNET® staff. This style of training is usually done over a period of several weeks and is best suited for a classroom setting where Super Users are in a class or conference room with computers. The remaining staff is trained at their desks. The Train the Trainer style is typically used in counties with larger staff numbers.
- **User Training** - in this style, PVDNET® Subject Matter Experts and Training Specialists train the entire staff. This training is typically done at staff desks and is usually conducted over a period of a few weeks.
- **Combination** - This style is a combination of utilizing Super Users as well as individual staff training. Our Subject Matter Experts and our Training Specialists will conduct this training simultaneously.

PVDNET® training is always conducted in phases. We begin with an Introduction to PVDNET®, followed by functionality training (training specified to the staff’s job functions) and ending with a higher-level administrative training (training for higher-level security features). With the exception of the Introduction to PVDNET® section, all other training topics may be customized with the Subject Matter Experts and Training Specialists.

Training material is provided for each training class. PVDNET® also provides an online User’s Guide that consists of an introduction to PVDNET®, definitions of each screen, field, and action button within the software, a section of systematic instructions for each business function within PVDNET®, and definitions of reporting features.

GUTS will provide on-site training to an unlimited number of county personnel of up to 6 days associated with this proposal. GUTS will also provide up to 4 additional days via go-to-meeting.

## Documentation

Government Utilities Technology Service, Inc. (GUTS) will provide user documentation. PVDNET® has documentation available at the click of a button within the system. Hard copies can and will be provided as required. We will not however, provide, any information deemed proprietary to GUTS as it relates to its software internal design or operation. This information is covered by intellectual property laws at both the Indiana and United States Federal Level, covered by copyright and trademark. Design features, relationship of objects, tables, or data elements do provide commercial advantage and can materially affect our marketability and therefore is not made available to any client. In the event of GUTS no longer being able to continue business operations the software escrow would provide information at this level to all clients that use the software.

PVDNET® user documentation provides complete operating instructions for PVDNET®, including detailed procedures, definitions and how-to scenarios that are critical to the day-to-day processes of county and non-county employees.

The PVDNET® User's Guide is divided into four chapters. Each chapter is effectively organized into headers and sections based on the topic of the section. Chapter 1 and Chapter 3 are organized in a process flow order, while Chapter 2 and Chapter 4 flow from the top left of each screen to the bottom right. An Appendix is given after Chapter 4 to illustrate drop-down menus too large to display in the document body.

The accuracy of the PVDNET® User's Guide is of the utmost importance in ensuring that current procedures are communicated and followed. A full-time Technical Writer manages all documentation including, but not limited to, Quick Reference Guides, User's Guides, training material, etc. to ensure that the manual is accurate and up-to-date, the following two processes will be followed:

- Timely updates will be sent to your Systems Administrator when a new procedure is created or a change is made in an existing procedure.
- Regular reviews of the entire contents of the manual will be made.

## Project Implementation Plan

The following table suggests a high level project timeline for the Delaware County project based on the general information provided in the RFP. GUTS uses Microsoft's project software for managing our projects and it will be implemented once a contract is awarded and initiated. Our firm also suggests on a project of this size that weekly or bi-weekly timeline meetings occur at the client site and update the project plan so all parties are familiar with the progress of the project.

Milestone	Description	Start	Finish
1	Finalize Contract Documents	September 16, 2014	September 30, 2014
2	Begin Project	October 1, 2014	
3	Data Conversion	October 1, 2014	December 31, 2014
4	Testing/Training	November 17, 2014	February 27, 2015
5	Signoff of Software/Converted Data	March 2, 2015	March 31, 2015
6	Cutover to PVDNET®/ Go Live	March 30, 2015	March 30, 2015
7	On-Time Tax Billing	April 1, 2015	May 10, 2015
8	Review of open items	April 1, 2015	June 1, 2015
9	Resolution of open items	June 1, 2015	July 1, 2015
10	Signoff of open items	July 1, 2015	August 1, 2015
11	Ongoing support	August 1, 2015	

## Escrow Agreement

GUTS provides to all of our clients escrow of the product source code to protect the financial interest of our clients. Trigger events for the access to this source code is negotiated within our contract.

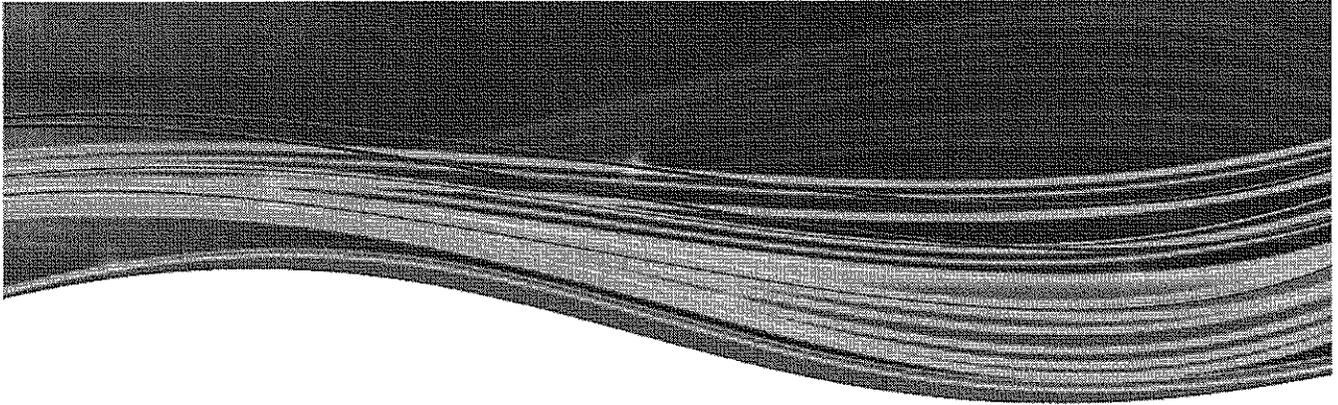
## Web Enabled Software

GUTS provides an add-on service for PVDNET® which utilizes the power of .NET web services to integrate to other vendor applications. Based on the vendor the PVDNET® team customizes methods within the Web service to create seamless interaction between the two systems. This allows for real-time interaction as opposed to batch routines to import exported files. The old batch routines are still an option with PVDNET® however the application does provide a much greater benefit to the county by using web services in a real-time fashion. The use of the web methods allows for improved error checking thereby reducing junk data and eliminating back end database access by unqualified parties.

Implementing the PVDNET® web-based solution on the Delaware County network and expanding the services on the web will increase public access to information and expand the availability of information. The web-based PVDNET® system will allow multiple access points and the system architecture can support significant expansion of services and information compared to what is currently being offered.

## Ad Hoc Reports

The Ad hoc reporting feature in PVDNET® is extremely robust and is based on Microsoft's SQL reporting engine. Ad hoc reporting refers to a type of reporting application that allows users to produce their own specific, customized queries (reports) with little technical knowledge. Within PVDNET®, this feature will provide solutions for specific problems or tasks that the standard stock reports may not offer. These specifically designed reports can be created and used once or saved and used repeatedly. This robust reporting tool encompasses nearly all fields within PVDNET®. Once created, reports can be exported to a CSV version and easily imported into excel for analysis. Ad hoc reports can also be exported to pdf.



## Section 6

This section will address the requirements listed on pages 11-13 and 16-19 of the Delaware County Tax Administration System RFP not previously addressed in this response.

## Tax System Requirements

#	Requirement	Comments
<b>General Requirements</b>		
1	The system must provide an easy and efficient manner for users to convert existing files to the Tax System. Please fully describe the method to be used. Please fully describe conversion services provided on a fee basis, and the conversion effort to the undertaken.	Yes  See Section 5 – Data Conversion Replacement Plan
2	Parcels in the system must be capable of being identified in a variety of ways, including street address, parcel number, ownership, and map number. The system must allow multiple addresses on one parcel and the ability to maintain multiple parcel numbers on one parcel (i.e. state parcel number and county parcel number).	Yes
3	The software must be fully documented with, at minimum, the following: technical operations documentation, user documentation, and source code must be escrowed with a mutually agreed third party.	Yes  See Section 5 – Documentation
4	Manuals and documentation listed above must be reviewed by the vendor at least annually and updated to reflect current version/release and any changes to the software.	Yes  See Section 5 – Documentation
5	The system must utilize pop-up menus or similar ease of use technology where appropriate to assist the user in selecting appropriate codes, classifications, or other information.	Yes
6	The system must have interfaces with GIS and the XSoft CAMMA system.	Yes  See Section 5 – Interface
7	The software must be in compliance with all applicable statutes, regulations, court decisions, and administrative pronouncements of the State of Indiana.	Yes  See Section 5 – DLGF Phase I Certification Letter

8	The system must be designed with the capability of being updated as may be required by legislation, judicial action, and/or changes as to tax rates, caps, and other similar parameters.	Yes
9	The software must be scalable such that it can accommodate Delaware County's 72,000 parcels. The various components of the software must also be capable of being upgraded.	Yes
10	The software must have the same "look and feel" within all software modules or functional screens provided in the proposed software. "Look and feel" refers to the physical arrangement of menu bars and buttons, the use of icons, the grouping of menu commands under each main menu selection, and commonality in the syntax used for identical or similar operations in different software modules (e.g., a menu button for printing is labeled and arranged the same way for print operations in all software modules). For ease of use and training, the "look and feel" must be very similar to other commercially available Windows products or to a standard Internet browser interface.	Yes
<b>Data Management</b>		
1	The system must be well designed for straightforward data entry. The screens for entry must be clear and readable. The software must also provide routines to conduct internal logic checks for incorrect or to discover similar mistakes. The vendor must describe how this is to be accomplished.	The PVDNET® system provides site wide data validation for user input for any field which is non-freeform text. If an invalid format is detected, the user isn't allowed to proceed until the validator has been satisfied. This is clearly denoted to the user at the top of the screen listing the fields in question and giving the user the ability to click the message and go directly to the field in question.
2	The system must have the flexibility for county employees to activate and deactivate codes within a table of codes (e.g., land use codes, deduction type codes, etc.). Describe the safeguards in the event that someone tries to delete a code that is in use.	The PVDNET® team constantly monitors Indiana State codes for validity, and through the application update process handles their activation and deactivation automatically. For user defined codes, the user can manage these themselves. PVDNET® never truly "deletes" codes or lookup values of any kind which have been used on records. PVDNET® simply uses a "deactivation" process which keeps them from being assigned to any additional records in the future.

3	It must be possible for the user to define additional codes throughout the system and to assign properties to those codes without requiring vendor intervention.	PVDNET® has several sections throughout the application which allow the user to define codes for themselves. However for sections which require Indiana State codes, the automatic application update process takes care of these and does not allow the user to update or modify the code(s). By doing the process in this fashion, it allows PVDNET® to be consistent from site to site both for application support and Indiana State reporting.
4	Within the context of a single property, the data storage technique used must minimize the storage of redundant data and optimize the use of on-line storage space.	PVDNET® is a highly normalized relational dataset designed to negate data redundancy and focusing on future flexibility to relational models.
5	The system must be capable of handling multiple tax years for the same property. Please state any limit on the number of tax years that can be handled.	Yes No Limit
6	The system must standardize property addresses. This must be capable of being done in real time. Please state whether standardization can be performed as part of the data conversion to the Tax system.	Owner address standardization in PVDNET® is accomplished by using a third party product "QAS" by Experian. Our users currently use this in batch mode prior to creating the tax bills. QAS also supports an interactive mode to support real time address standardization.
7	Tax system must have the ability to produce a file of parcels based on owner data, including account number, etc., to be used for matching against other databases.	Yes
8	The system must have the ability to produce a file of parcels based on owner data, including account number, etc., to be used for matching against other databases.	Yes
9	The system must have the capability of using multiple year's tax rates.	Yes

**Generalized Reporting**

<p>1</p>	<p>The Tax system must include an easily usable technique for specifying and generating reports from the contents of its database(s). General functional capabilities must include:</p> <ul style="list-style-type: none"> <li>• selecting records based on the content of one or more data elements (optimally permitting Boolean relations)</li> <li>• sorting records into sequence based on the contents of one or more data elements</li> <li>• reporting selected record content in either tabular (or columnar) format or in special multi-line formats (one per logical record)</li> <li>• allowing the selection of basic tallies and control totals for selected data elements at user defined control breaks.</li> </ul>	<p>Yes</p>
<p>2</p>	<p>The reporting facility must be capable of being effectively applied by the user with modest formal training requirements. A separate training database must be utilized for this purpose such that the real database does not risk corruption. It must be possible to insulate the staff from database/data element definition tasks through the use of pop-up menus or similar ease of use technology to specify data fields. The syntactical requirements of the reporting system must be easily master while providing a viable tool for meeting "ad hoc" reporting needs.</p>	<p>The first level of reporting is referred to as "System Reports" which are reports that come pre-built into the PVDNET® application. System Reports are throughout the application and require a user to insert parameters on the screen or in some cases will execute with information already on the screen. System Reports require a user to have very little knowledge of the data to generate.</p> <p>The second level of reporting in PVDNET® is called "Ad hoc". Ad hoc gives the user the ability to generate their own reports to meet their needs. Ad hoc uses SQL Server Report Builder to generate user defined reports based on a pre-built normalized relational data model. The Ad hoc method of reporting can be used by all with a little training, but is best utilized by those users which have a firm grasp on the County's data and how its various elements relate.</p> <p>A completely separate PVDNET® training instance can be installed for training purposes. There will be no charge for one year from the "go live" date. After the first year, the training instance will be maintained at a cost. See Cost Proposal</p>

<p>3 The software must provide for a complete system of security for data entry operations and inquiry mode. The security system must be based generally on passwords and must have the ability to detect violations, to deny access, and to change security controls (passwords or other methods) periodically and must be able to audit use of value changes in the system and at the batch level.</p>	<p>PVDNET® software meets the security requirements of 50 IAC 26.</p>
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**Technical Questions**

<p>1 Conversion of Data: the county requests to have at least 5 years of data converted from the old system. This is for Real Estate, Personal Property, Mobile Homes, Special Assessments, Ditch Maintenance and Ditch Reconstruction.</p>	<p>Yes See Section 5 – Data Conversion Replacement Plan</p>
<p>2 Surveyor: Maintain Ditch Maintenance and Reconstruction Funds for Surveyor books. Generate the assessments and notices and interface to the Tax System.</p>	<p>Yes See Section 5 – Data Conversion Replacement Plan and Ditch Maintenance &amp; Ditch Reconstruction</p>
<p>3 Assessor: Capable to do the Phase II process with Assessor Office vendor XSoft as required by the DLGF.</p>	<p>Yes</p>

**Treasurer Requirements**

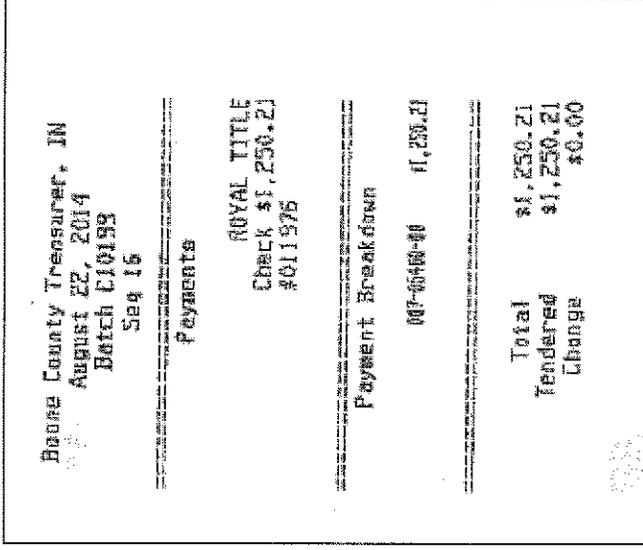
<p>1 How does the proposed system post advance payments (overpayment/surplus/advance)?</p>	<p>After entering the payment type (e.g. check, cash, etc.), the user is prompted to direct an overpayment to either Surplus (Excess) or Future Payments. The amount is displayed in the “Excess History” section on the Parcel Info page.</p>
<p>2 What is in place to accommodate a taxpayer’s personal “escrow” payment (per state legislation), which creates an advance payment.</p>	<p>PVDNET® is compliant with all statutes and the DLGF Certification process. If a taxpayer makes a payment when nothing is due or the payment is greater than the amount due, the Treasurer has an option of directing the overpayment to Surplus or Future Payments. See Treasurer Requirements Item 1</p>
<p>3 Explain how the system records payments that are made after the November installment but before the next calculation that are to apply to the following</p>	<p>PVDNET® uses the payment batch’s effective date to determine if a payment is current or delinquent. The example</p>

	<p>year's taxes.</p>	<p>listed above would be considered a Delinquent Batch and the payment will be displayed in the "Excess History" section on the Parcel Info page. After the Treasurer has added the various penalties (i.e. Phase 1 – the first 30 days after the due date; and Phase 2 – more than 30 days after the due date), the Treasurer posts the Delinquent payments that are applied to unpaid liabilities. Delinquent payments are tracked separately in various treasurer reports. This same process works the same way for both the Spring and Fall collection cycles.</p>
<p>4</p>	<p>How does the system allow for searching non-standard addresses (e.g. county roads and/or irregular personal/mobile home addresses)?</p>	<p>Users can search many different ways-Owner search, county parcel number, state parcel number, name, address, location of parcel (street address, city, state, zip) plate book/page, map number, and legal description.</p>
<p>5</p>	<p>Does the system allow for a name search by both current owner and/or title holder, in the event they are different?</p>	<p>Yes                  PVDNET® contains 4 lines of Owner name (to accommodate "in care of", multiple owners, etc.) and a wild card search will look for any name in any of those fields.</p>
<p>6</p>	<p>Does the system allow for a name search by both the property and the mailing address?</p>	<p>Yes</p>

7	<p>Explain your proposed training process and a projected time frame that will be devoted to training respective office staff.</p>	<p>As we are converting the data from your legacy system to PVDNET®, we will provide initial training to staff identified by the Treasurer as those who will be reviewing the data for accuracy. After everyone is satisfied with the data conversion and before Delaware County goes live, we will train all Treasurer staff members that will be using PVDNET®. We will have SMEs (Subject Matter Experts) on site to spend however much time is necessary for everyone to be comfortable with PVDNET®. The contract price in the RFP response will likely list a specified number of hours, but we don't get bogged down in that detail. Our primary concern is in making sure all users are proficient in the use of PVDNET®.</p>
8	<p>How does the system display and print previous year statements with respect to ownership and/or other information, such as mailing address, etc. (i.e. will prior year's information be locked into that year or will new information be retroactive to prior years)?</p>	<p>Yes                  Prior-year billing information is locked and the user is able to review that prior-year tax bill. The tax bill is in a PDF format and includes the state-mandated TS-1A.</p>

9 What information is on the receipts? (Is there a breakdown of what is paid?)  
Please provide sample(s).

PVDNET® supports a POS receipt printer. A county is not required to use such a printer but, if they do, following is a sample of that receipt.



10 How does the system generate receipts for multiple parcels made with one payment?

The receipt lists each individual parcel and the amount that was paid on that parcel.

<p>11</p> <p>What is the "pecking order" for posting payments? (Include a description of how posting is done for taxes, delinquencies, special assessments, for prior and current tax year). Note: Please explain the counter and the batch posting process.</p>	<p>When PVDNET® is implemented in Delaware County, we will provide the Treasurer with a list of all liability types and the Treasurer will determine the "pay ordinals" (sequence in which he wants payments applied) for a "standard payment". This means PVDNET® will apply the payments in that sequence with the user having to always direct payments. However, if the taxpayer requests that a certain liability be paid or if the Treasurer wants to apply a particular payment in a different sequence, PVDNET® provides an easy method for applying that payment in a sequence other than the "standard payment" previously defined by the Treasurer.</p> <p>Once the pay ordinals have been established, PVDNET® will always pay the oldest first, then the "next oldest", and so on. For example, unless the Treasurer establishes a different pay ordinal, the default in PVDNET® is to pay the 12p13 Spring Penalty, then the 12p13 Spring Tax, then the 12p13 Fall Penalty, then the 12p13 Fall ITax, and so on.</p> <p>Each payment is processed in a batch and the Treasurer has broad latitude for how he wants the batches to be created. A common example (of the way most Treasurers do this in PVDNET®) is to have a workstation at the counter for employees to take payments from walk-in customers. Some counties will use that same workstation for mailed payments whereas other counties will process mail from their desks rather than at the counter. Users can create as many batches as they need for walk-in payments, mailed payments, etc. In addition, PVDNET® can accommodate "batch processing", which means a mortgage company, bank, third-party vendor, multi-parcel owner, etc. can send the Treasurer an electronic file with payments that will be uploaded into PVDNET®. Each of these payment types would be processed in a batch, thereby eliminating the need for the Treasurer's staff to manually enter all those payments.</p>
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12	Does the inquiry screen display payment history? Explain.	Yes  The Parcel Info screen displays a recap of charges, payments, CEs, and unpaid. There is also a Transaction History screen that displays details of all transactions on that parcel. The user is also able to view prior-year payment information.
13	What kind of notification system is in place for demands, judgments, tax sales, etc. for both the tax screen and the cashier's screen?	System flags are used for Tax Sale and Judgment-related parcels. PVDNET® assigns those system flags based on certain criteria (e.g. a real estate parcel in 13p14 with unpaid 12p13 Spring Tax and/or Penalty would have a Tax Sale flag). This flag will be displayed at the top of the Parcel Info screen and the parcel will also be identified on the cashier's screen as being in Tax Sale or having a Judgment record.
14	Are there options for the cashier to edit/make changes to the cash drawer after it is posted? (e.g. if a cashier posts as cash and payment is a check, what options are available to remedy the issue?)	Prior to closing the batch a payment can be voided. After a batch has been closed, the user is able to use a "cash modification" process to reapply payments, remove a payment because of a "bad check", etc.
15	Delaware County requests to be able to view at least a 5-year history. Can you accommodate that?	Yes  See Section 5 – Data Conversion Replacement Plan
16	How does the system handle miscellaneous collections (e.g. quietus money, etc.)?	We have a county that is processing this type of payments via an external cashing solution that we have integrated into PVDNET®. PVDNET® can account for those misc. collection transactions that are imported into PVDNET®. No other PVDNET® county has requested functionality to process misc. collections via PVDNET®'s cashing software, but we would be happy to talk with Delaware County officials about this process.

17	What has to be run on a daily basis for the cash collection reports?	<p>When the office is ready to close out for the day:</p> <ol style="list-style-type: none"> <li>1. PVDNET@ has several different batch reports that can be run while the batch is open or after the batch is closed. The information becomes "static" (i.e. it does not change) after a batch is closed. Some counties use all reports for balancing, but most counties have identified a particular report they prefer in their balancing process.</li> <li>2. A Cash Mod report-if Cash Mods have been made.</li> <li>3. A Cumulative Collections Report-This report has 2 columns-1 for the total collected for the day and 1 for total collected for the cycle.</li> </ol>
18	The bookkeepers need to be able to see why a change is made, not just the change, on cash drawer money based on voids, reposts, and Auditor corrections. How can you accommodate that?	<p>As previously stated, the Cash Mod report would identify all activity done via a cash modification, including reasons for the action. There are also reports for Auditor corrections (both CE and AA).</p>
19	How does the system generate a 49 TC for the bookkeeper?	<p>The 49TC is generated by clicking a button and the report will be created in an Excel workbook. The Treasurer's Office will run specific reports to compare/balance with the totals that are on the 49TC. Once the Treasurer approves the amounts (Section 1, Columns 1 thru 8) they will notify the Auditor's office the collections have been certified. The Auditor will then run the 49TC from the Auditor's Module and will review all info for which the Auditor is responsible.</p>
20	How does the system show voids and reposts?	<p>Voids that are processed after a batch is closed will be handled via a cash modification. A Cash Mod report is available to show the details of that transaction, including any notes that are made at the time of the cash mod, and the cash mod information also appears on the Transaction History screen for the individual parcel.</p>

21	How does the system work with GovTech (i.e., can the system process a lender file and an export file)?	PVDNET® creates electronic files with billing information for lenders and PVDNET® also accepts files from multiple vendors (e.g. credit card collections, e-payments, mortgage company payments, etc.)
22	How does the system handle file imports from banks and lenders?	A Cash Drawer (batch) is created and the user clicks a button and uploads the file.
23	Can the system provide a web page export for the county web page? Explain.	Several of our clients display information from PVDNET® on their web page or in their GIS system. PVDNET® contains internal tools (e.g. web service, vendor data base, etc.) that can be used for this purpose.
24	How does the system handle posting miscellaneous fees (quietus, tax sale, etc.)?	See Treasurer Requirements Item 16
25	How does the system process tax sale notices, demand letters, surplus and certification process?	<p>There are reports that create the actual letters for the following:</p> <ul style="list-style-type: none"> <li>• Tax Sale Courtesy Letters</li> <li>• Tax Sale Form 137</li> <li>• Demand Courtesy Letters</li> <li>• Demand Notices,</li> <li>• and 2 options for Surplus Letters</li> </ul>
26	Do you offer a cash book option? Explain?	<p style="text-align: center;">Yes</p> <p>This is a stand-alone Module and is sold separately.</p>

27	<p>What process is in place for tax bill printing, both in-house and through outside vendors?</p>	<p>PVDNET® can accommodate both methods of printing. Batch printing “in-house” would be the creation of the PDF bills (both the Remittance Copy and the TS-1A). A bill-print file is created in an XML format and is made available to outside vendors if the county chooses that option. If an outside vendor is used, GUTS will create the bill-print file and upload it to the vendor’s FTP site. Following is a list of vendors with whom we work in our various counties.</p> <ul style="list-style-type: none"> <li>• Allison Payment Systems – Indianapolis, Indiana;</li> <li>• L&amp;D Master Mailers – New Albany, Indiana; and</li> <li>• The Master’s Touch – Spokane, Washington</li> </ul>
28	<p>How does the system handle ditch settlement reporting and certified collections?</p>	<p>Ditch Maintenance and Ditch Reconstruction collections are handled by running a Ditch Collections Report out of PVDNET®. The list is provided to the Auditor at settlement time and the Auditor issues a check and the reports to the Surveyor.</p>
29	<p>Delaware County requests conversion of 5 years of data. Explain the conversion process for real, personal, special assessments, ditch, and reconstructions?</p>	<p>We will convert all years that are provided in the conversion files.</p>
<p><b>Auditor Requirements</b></p>		
1	<p>Enter exemptions directly on parcel and have that information go directly to state site.</p>	<p>Yes</p>
2	<p>Printout of TIF Reports</p>	<p>Yes</p>
3	<p>Download new TIF parcels by Excel spreadsheet.</p>	<p>Yes</p>

4	Import state utilities gas and oil wells value imported.	PVDNET® has the ability to import State Utilities and Rail AV files. The process will report any missing parcels which will have to be created first in PVDNET® showing the tax district and entity code. The county will then report any newly created parcels to the State. When all parcels are created in the system then we will import the assessed values.  PVDNET® has the ability to import the assessed values, owner name and address records from the State format OILGASALL file.
5	Retain parcel numbers and year when changing screens.	Yes
6	Journal notes in one area inactivate all other areas where journal notes could be written.	We presume "journal notes" is a term in the county's existing software. PVDNET® has numerous notes fields. An unlimited number of general notes can be added to the Parcel Info screen. Most modules have a placeholder for notes that pertain to that particular item (e.g. Deductions, TIF, etc.).
7	Change of address must go from present forward.	Yes
8	Journal notes convert with new program.	Yes
9	Provide a test site/tax calculator.	See Section 5 – Data Conversion Replacement Plan
10	Print previous tax bill with ownership and mailing address as it was at that time.	Yes
11	Access to demand/tax sale credit to allow corrections.	See Treasurer Requirements Item 8  Any liabilities (charges, payments, unpaid amounts) are visible to both the Auditor and Treasurer. The Auditor has ultimate responsibility for error corrections (AA or CoffE), which includes being able to see and adjust these liabilities that appear on the Parcel Info screen.
12	Cash register program needs to show that parcel is a tax sale property.	Yes

13	Conversion should pick up current property owner.	Yes  See Section 5 – Data Conversion Replacement Plan
14	Work with the SRI Tax Sale system.	Yes
15	Print plat room reports.	Without seeing the county's referenced report, it is safe to say this should not be a problem. PVDNET® has numerous standard reports, one of which may accommodate this request. However, PVDNET® also has a powerful Ad hoc tool that may be used to create any type of report that contains PVDNET® data.
16	Corrections in history after transactions are done.	Yes
17	Complete legal descriptions in conversion.	Yes  See Section 5 – Data Conversion Replacement Plan
18	An alert system that will allow only 18 numbers per parcel no more or no less.	Yes
19	TIF corp taxes subtracted before TIF distribution.	TIF memo is not currently available in PVDNET®, however, we will accommodate this function in the near future.