

# Kenton County Clerk

**Recording Software,  
e-Recording,  
Tax, Delinquent Tax  
and Accounting System**

**REQUEST FOR PROPOSALS**

## TABLE OF CONTENTS

<b>Section 1: Introduction and Instructions to Proposers.....</b>	<b>3</b>
1.1 Introduction .....	3
1.2 Equal Employment Opportunity.....	3
1.3 Submittal Requirements.....	3-4
1.4 Pre-Contractual Expenses.....	4
1.5 Contract Award and County Rights.....	4
 <b>Section 2: Scope of Services and Equipment/Service Specifications.....</b>	<b>5</b>
2.1 Overview.....	5
2.2 Scope of Services.....	5-10
 <b>Section 3: Evaluation Process.....</b>	<b>11</b>
3.1 General.....	11
3.2 Evaluation Criteria.....	11
3.3 Selection Process.....	11
 <b>Section 4: General Terms and Conditions.....</b>	<b>12</b>
4.1 Proposal Acceptance.....	12
4.2 Insurance Requirements.....	12
4.3 Hold Harmless Agreement.....	12
4.4 Force Majeure.....	12
4.5 Termination.....	13
4.6 Governing Law.....	13
4.7 Term of Contract.....	13
4.8 Invoicing Requirements.....	14
4.9 Bid Notice.....	14
 <b>Section 5: Proposer Offer Signature and Certification.....</b>	<b>15</b>

## SECTION 1

### INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

#### 1.1 Introduction

The Kenton County Clerk's Office is now accepting proposals for a software program for recording, e-recording, tax, delinquent tax and accounting system. The issuance of this Request for Proposals (RFP) constitutes only an invitation to submit a bid to the Kenton County Clerk.

By submitting a proposal, the Proposer represents that it has thoroughly examined the work required under this RFP and that it is capable of performing quality work to achieve the Kenton County Clerk's objectives for this project. After Proposals have been received and reviewed, and the Kenton County Clerk chooses to award a contract in return to Proposals submitted in response to this RFP, a contract will be awarded to the bidder who meets the criteria established in Section 2 below. The Kenton County Clerk will award the contract in accordance with Kenton County Administrative Code.

#### 1.2 Equal Employment Opportunity

The Kenton County Clerk is an Equal Opportunity Employer to all employees and applicants for employment and follows policies set forth in the Clerk's Personnel Manual.

#### 1.3 Submittal Requirements

##### Submission of Proposals

Proposals will be accepted via mail or in person. Proposals by mail and in person should be submitted to the following address:

Kenton County Clerk  
Attn: Debbie Kile  
1840 Simon Kenton Way Ste. 1100  
Covington, KY 41011

It is requested that the Proposer send three (3) copies (one being the original copy, and must also be marked 'original') of the completed RFP.

##### Procurement Schedule:

Event:	Time	Place	Date
Advertising RFP	8:00 a.m.	Covington, KY	3/1/2023 & 3/8/2023
Demonstration	10 a.m. - 3p.m.	Covington, KY	TBD
Deadline to request additional Information from County	4:00 p.m.	Covington, KY	March 24, 2023

***Deadline for Submission: All proposals must be received in completed form by 4:00 pm (EST) on March 24, 2023. Proposals received after that time will not be accepted.***

County Committee meets to Review proposals.	TBD	Covington, KY	
Submits for final approval	4:00 p.m.	Covington, KY	March 28, 2023

### Addenda/Clarification

Any changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

### Questions Relating to RFP

Questions relating to the project requirements and the contents of this RFP must be submitted to Debbie Kile, Chief Deputy for the Kenton County Clerk at [Debbie.kile@ky.gov](mailto:Debbie.kile@ky.gov).

In order to answer questions in a timely manner, it is requested that all inquiries be submitted to Debbie Kile no later than 4:00 pm on March 24, 2023. The Kenton County Clerk reserves the right, based on his/her discretion, to respond or not respond to any inquiry if he/she feels it does not merit a response. All responses must be in written form; there will be no verbal communication in regards to any information about this RFP.

Upon receiving inquiries related to this RFP, the questions and answers will be made available to bidders via e-mail.

## **1.4 Pre-Contractual Expenses**

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the Respondent. Any material submitted by the Respondent shall become the property of the County Clerk unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked and will not be released subject to KRS open record laws.

## **1.5 Award of Contract**

The Kenton County Clerk follows procurement standards set forth by the Kenton County Fiscal Court Administrative Code. Issuance of this RFP and receipt of proposals do not commit the Kenton County Clerk to the awarding of the contract, nor does it obligate the County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The County reserves the right to conduct contract negotiations, if necessary, with the successful Proposer.

The County reserves the right to ask any Proposer for clarification or additional information, as may be necessary to adequately carry out the evaluation process.

The County reserves the right at any time and for any reason to cancel this RFP, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternative bid/proposal. The County reserves the right to waive any immaterial defect in any bid.

If the Kenton County Clerk chooses to award a Proposer, notification will be sent to all Proposers on the decision made, within a timely manner. At the time the contract is awarded, the Proposer will then be referred to as a Vendor.

### Independent Contractor Status

The Vendor will be an independent contractor, and anything contained in the contract awarded shall not be construed to create the relationship of employer and employee between the Kenton County Clerk and the Vendor. The Vendor will not receive any of the benefits that County employees receive and is not eligible for workers' or unemployment compensation benefits.

## **SECTION 2**

### **SCOPE OF SERVICES AND SERVICE SPECIFICATIONS**

#### **2.1 Overview**

The Kenton County Clerk is seeking a qualified Vendor for a recording system that will be able to be used for paper recording as well as e-recording. This system will also be utilized for the public to see all the recorded documents that include but aren't limited to documents recorded prior to 1991, deeds, mortgages, marriage license, motor vehicle liens, notary public, military records and delinquent tax bills. The system must have the ability to be modified to accommodate specific Kenton County recording requirements. The system will need a completed, functioning and automated delinquent tax sale and have a coordinating accounting system that works with existing accounting packages like Money, Quicken or QuickBooks.

In addition, the purpose of this RFP is to find a Vendor that will help the Kenton County Clerk's Office meet internal goals that will provide the best services to the constituents of Kenton County. If a new Vendor is to be chosen to provide recording and accounting software, our expectations are that we improve efficiencies in the recording of documents and ease customer usage while reducing overall costs during the length of a new contract. This goal includes expanding the software to include future modules that would allow for the production of real estate, tangible and franchise tax bills and including collection of these taxes by the sheriff's office.

A long-term goal is for Kenton County to return to a shared system between the Clerk, the Sheriff and Property Valuation Administrator to provide a real-time integrated solution for these offices as well as the public.

#### **2.2 Scope of Services**

When submitting responses to this RFP, responding Proposers must include written documentation in response to the requests detailed in the list below. Failure to include any of the requested items could result in the proposal not being considered for selection. The following list is as comprehensive as possible.

##### **GENERAL:**

1. Have an office within Kentucky for access to vendor for faster service calls.
2. Respond to system issues within 24 hours
3. Responses shall include detailed information on the warranties covering all software and services included in the proposal.
4. Responses shall include a list of accessories required to set up the system with detailed information on any associated costs
5. Work in conjunction with Kenton County IT staff in the setup of software and printers on existing computers, as well as the use of existing servers.
6. Responses shall include examples of any training material that is available.
7. Responses shall include detailed pricing information for each of the following:
  - a. The cost of any software necessary to operate the recording and accounting software.
  - b. The cost of training materials for the recording and accounting software.
  - c. The cost for on-site training of the Kenton County Clerk's Office in the operation and maintenance of the recording and accounting software.

- d. The cost of installation, set-up, programming and testing of the recording and accounting software.
  - e. The estimated costs of services, and number of hours, required to plan for, install, customize, and configure the recording and accounting software.
  - f. The cost of providing an onsite vendor resource for all delinquent tax sales
  - g. The cost of annual post-warranty hardware, software and firmware licensing, maintenance and support fees for the recording and accounting software.
8. Responses shall include information on capabilities or features of the proposed recording and accounting system which are not directly addressed in this RFP, but which will aid the Kenton County Clerk and Deputy Clerks in streamlining all recording and accounting functions.
  9. Responses shall specify any deviations in the performance and/or operation of the recording and accounting software from the specifications set out in this RFP.
  10. Responses shall include the names and qualifications of key project leaders who will install and configure the proposed recording, e-recording, tax, delinquent tax and accounting system.
  11. Responses shall include a balance sheet and income statement for the past two years. Two financial references should also be provided. Information provided will remain confidential subject to KRS Chapter 61.

#### DATA STORAGE:

1. Acknowledgement that all data created in the past or the future as part of the business of the Kenton County Clerk's office, including indexes and images are the exclusive property of the Kenton County Clerk.
2. Reproduction or resale of any data created in the County Clerk's office without the permission of the County Clerk could result in litigation.
3. Have the ability to download images into an FTP site for Clerk to be able to microfilm or sell images.
4. Have OCR software to improve indexing
5. Have redaction software that can identify and protect certain personal information in documents.
6. Have sufficient storage for past images and future images and provide a detailed back up plan for all indexes and images in case of computer or server failures.
7. Have the current ability or be modified to allow for the scanning, storage and search of older documents prior 1991 as is now required by the Kentucky Legislature under HB135.
8. Have a public facing software component that provides a public search of all old and new records and guarantees the mirror image of the documents and tax information for the public search.

9. That the public search is a window based product that can provide Clerk the ability to have a credit card processing for delinquent taxes, marriage licenses, notary publics and other online record requests.
10. That the public search have a subscription component that can be utilized by the public and other individuals who use the recording information for commercial purposes. The acceptance of the fees and potential share of the income from this subscription service will be determined between the County Clerk and the Vendor.

#### REAL ESTATE DOCUMENTS:

1. Software can handle paper recording and E-Recording.
2. Have an online option for marriage license and notary public portal accessible prior to visit to office.
3. Be able to modify existing system to include parcel identification numbers for search (PIDN)
4. Allow for search of plats
5. Allow for automatic recording and scanning of plats
6. Allow for search of subdivisions
7. Be able to print and/or download all index data (i.e. plats, subdivisions, military, marriage)
8. Ability to add historical data that was recorded prior to 1991
  1. Separate out the prior book setup between Covington and Independence
  2. Include old plats
  3. Marriage license
  4. Military discharge
9. Ability to index historical data.
10. Ability to integrate or include other vendor data into system.
11. Create and maintain virtual recording books
  1. Notary public- be able to search by name and KYNP number
  2. Oaths of office
  3. Military discharge
  4. Motor Vehicle Lien Statements- be able to search by name, lien number, VIN.
    - i. Be able to create reports for data maintenance
    - ii. See images of the liens for indexing, continuations and terminations.
12. Review and redact SSN for prior recorded documents and identify SSN on current documents
13. Have a public access for designated documents, maintained by the vendor and includes technical support to subscribers to the service.
14. Have a public inquiry interface that is user friendly, available online and have real time updates between the recording software and the public inquiry.

15. County Clerk pays for service but the County Clerk retains subscription fees unless an alternate agreement is entered into with the Vendor.
16. Be able to print books if necessary
17. Have an internal check in case a document image is missing.

#### DELINQUENT TAX SALE:

1. A ***completed, functioning and automated*** delinquent tax sale program including on-site support on the day of the tax sale.
2. Clerk personnel has the ability to enter dates that trigger fees at varying times based on statute. For example, be able to add the dates for the clerk fees, county attorney fees, sheriff commission as well as the values and then the system will added them per date.
3. Have county specific reporting
4. Create delinquent tax listings for advertising
5. Clerk personnel has the ability to create the delinquent tax listings for advertising and to provide to third Party purchasers by download into excel or .pdf.
6. Delinquent tax bill list – must be able to search, download into excel and print on a report by date of unpaid tax bills. For example, bills from 2016-2023
7. Generate reports after tax sale. For example-download into excel tax bills still available after the sale.
8. Generate report to be downloaded into excel of tax bills sold at tax sale, who purchased them, face value of the tax bill, and its corresponding PIDN number.
9. Modify existing tax collection system to process redeemed bills. Currently they are being processed through COBOL system.
10. Be able to adjust values of the bill as prescribed by the County Attorney
11. Have a link on website for acceptance of tax payments through online credit card processing.
12. To refund a paid tax bill and create a report on how to refund the various taxing entities

#### ACCOUNTING PROGRAM:

1. Accounting program, which includes but not limited to the following:
  - a. Writes checks
  - b. Daily Report
  - c. Quarterly Reports
  - d. Return Checks Reports. A report that can display the following:
    - i. When it was returned
    - ii. When it was paid
    - iii. Running total for the term
    - iv. By year it became it was returned



- v. When it was debited from the bank
  - vi. Produces a notice letter.
- e. Unclaimed funds Reports. This report is to assist identifying which checks should be processed. It should have the ability to create a 30 day and 60 day letter to customer.
- f. Reporting broken down by categories
- g. Bankruptcy checks –Must be able to make proper partial payments regarding bankruptcy tax bills
- h. Budgeting
- i. Monthly reports
- j. Balancing our accounts similar to Quicken, Money or QuickBooks.
- k. Be able to download into an existing accounting package like Quicken, Money or QuickBooks.
- l. Purchase Orders
  - i. Report for past purchase orders
  - ii. Report for both open and closed purchase orders
  - iii. Ability for personnel to change the template and fund codes within the system
  - iv. Ability to be programmed and have different object codes for same vendor. For example, in Kenton a vendor could be coded as E382 and E609.
- 2. Have the ability for auto department fees to be uploaded into the accounting to eliminate manual entry.
- 3. Connect with AVIS/KAVIS program for the processing of motor vehicle liens.
- 4. Be able to utilize ACH and Credit Cards
- 5. All reports should be able to be downloaded into an excel format.
- 6. Must be able to change the Template and Fund code within the accounting system **without** losing past data.
- 7. Must be able to include ALL accounts.
- 8. Receipt reporting for statutory quarterly reports must be able to break down every category rather than current manual entry.
- 11. Be able to maintain current bank accounts and new bank accounts for new terms. Disbursement codes to be the same and remain open on both new and old accounts.

TAX BILL CREATION:

1. That the Vendor's existing system can be upgraded to provide a tax bill system that can create real estate, tangible and franchise tax bills that can be collected by sheriff and county clerks ***via credit card online or in person.***
2. System that can be expanded to offer software services in an integrated system that would include the sheriff office and property valuation administrator.
3. System would need to give clerk and sheriff ability to adjust tax rates, penalties and interest in case of foreclosure, bankruptcy or county attorney adjustments.
4. Have ability to adjust and reprinted bills for exemptions, exonerations, additions, omissions or supplemental values, including 911 fees.
5. Have ability to accept payment for redeemed bills that were previously sold to the Commonwealth of Kentucky.

## **SECTION 3**

### **EVALUATION PROCESS**

#### **3.1 General**

After the proposals have been received, the Kenton County Clerk will evaluate all responses based on the evaluation criteria below. Once the RFP responses have been ranked, the award will be made to the appropriate Vendor whose proposal most successfully meets the evaluation criteria and determined to be the most advantageous to the Kenton County Clerk's Office as well as Kenton County's constituents.

#### **3.2 Evaluation Criteria**

Proposals will be assessed on the following evaluation criteria:

Equipment	10 points
Software:	10 points
Existing & automated delinquent tax system	20 points
Pricing	20 points
Service/Training: office in KY	10 points
Public interface and cost share contract	10 points
Ability to add future software modules	10 points
Service Contract	5 points
Warranty	5 points
<hr/>	
<b>100 TOTAL POINTS</b>	

#### **3.3 Selection Process**

During the evaluation and selection process, The Kenton County Clerk's review team will consist of the Real Estate Department staff, the Chief Deputy and Bookkeeping staff who will aid in deciding which Proposal will (or will not) be awarded.

After the opening of Proposals, they will be reviewed to determine which Proposals are conforming to the requirements of the RFP and which are not. The review team will evaluate all Proposals based upon the procedures set forth in this RFP and under applicable law.

## SECTION 4

### GENERAL TERMS AND CONDITIONS

#### 4.1 Proposal Acceptance

The Kenton County Clerk may award a proposal in its best interest. If the decision has been made to accept a proposal related to this RFP, recipient will be notified per timeline listed in the Submittal Requirements in Section 1.4.

#### 4.2 Insurance Requirements

The Vendor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work conducted by Vendor, its representatives, or employees. Herein, the Kenton County Clerk requires that upon receipt of award, the Vendor shall provide proof of insurance, including Employer's General Liability insurance and Workers' Compensation, consisting of Part A and Part B. Employers are required by federal law under the Workers' Compensation Act to provide coverage for their employees.

*General Liability Insurance* in the amount of \$2,000,000 per occurrence and \$5,000,000 in the aggregate;

*Professional Liability Insurance* in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

*Automobile Liability Insurance* insuring all owned, non-owned, hired, and loaned motor vehicles in the amount of \$1,000,000 for any one accident, subject to increase according to any applicable state or federal transportation regulations;

*Workers Compensation* insuring Proposers' obligations under KRS Chapter 342 at statutory limits as it relates to Part A and Part B; and

Any other insurance policies, coverage, or limits required to be procured under this RFP or applicable law or regulation.

#### 4.3 Hold Harmless Agreement

The Vendor shall indemnify, hold harmless, and defend the Kenton County Clerk and Kenton County Clerk's Office, its elected and appointed officials, employees, agents, and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Vendor's performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Kenton County Clerk and Kenton County Clerk's Office or its elected and appointed officials and employees acting within the scope of their employment.

#### 4.4 Force Majeure

Vendor will not be liable to the Kenton County Clerk if failure to perform the Contract directly results from causes beyond the Vendor's control and without the fault or negligence of Vendor. Such causes include acts of God, fire, quarantine restriction, strikes, and freight embargoes. If such causes occur and as a condition to this section applying, Vendor must immediately notify the Kenton County Clerk in writing and take all possible steps to recover from such occurrences and resume the work in a timely manner.

## 4.5 Termination

The Kenton County Clerk may terminate a contract because Vendor fails to perform its contractual duties.

- (a) If a Vendor is determined to be in default, The Kenton County Clerk shall notify the Vendor in writing and may either 1) terminate the contract immediately or 2) set a date by which the Vendor shall remedy the identified deficiencies. The Kenton County Clerk may proceed with termination if the Vendor fails to remedy the deficiencies within the specified time.
- (b) A default in performance by a Vendor for which a contract may be terminated shall include, but not be limited to:
  - Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - Failure to diligently advance the work under a contract for recording, e-recording, delinquent tax sale and accounting services;
  - Failure to perform obligations under the contract and or service contract;
  - The filing of a bankruptcy petition by or against the Vendor; and
  - Actions that endanger the health, safety or welfare of Kenton County Clerk and Kenton County employees and/or its citizens.

## 4.6 Governing Law

The Vendor and succeeding contract upon receipt of award shall be governed by and construed in accordance with state and federal laws.

## 4.7 Term of Contract

Pricing for Proposal shall not change for the duration of the contract, including all renewals.

If a contract is renewed, all price increase requests after the first year must be submitted in writing to Debbie Kile, Chief Deputy, Kenton County Clerk, 1840 Simon Kenton Way Ste. 5100, Covington, KY 41011. Upon notification by the Vendor of documented increases, the Vendor agrees that the Kenton County Clerk may either accept the price change or terminate the contract.

Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Kenton County Clerk is exempt from them.

Term of Contract: The term of this proposal shall be for a period of two (2) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. The contract may be extended for three (3) one (1) year periods upon a request by the Contractor and with the approval of the Kenton County Clerk. After the contract period the Contractor desires to extend the contract and wishes to change prices, the request for extension and any price changes must be submitted to the Kenton County Clerk in writing for analysis and recommendations to the court for thirty (30) days prior to the expiration of the contract.

Either the bidder of the Kenton County Clerk can cancel this bid with a thirty (30) day written notice at any time after the initial contract year.

## **4.8 Invoicing Requirements**

### **4.8.1 Payment Terms**

Net 45 days; it is required that the Vendor give the Kenton County Clerk forty-five (45) days to make a payment from the time of the date of the invoice. This ensures that the Office is given ample time to process the payment with the state and send a payment to the Vendor, so that no late fees will be assessed.

Payments will be sent to Vendor in the form of a check.

### **4.8.2 Proper Invoice**

For an invoice to be a proper invoice the requirements must be set as forth in the agreement or contract; in addition, no invoice submitted by Vendor will be considered a proper invoice unless the invoice is an original invoice, delivered to the Kenton County Clerk in accordance with the purchase order; original invoice must also contain the following additional information:

**4.8.3 Purchase Order/Number under which the purchase was made;**

**4.8.4 Name of Kenton County Clerk and Requestor initiating purchase;**

**4.8.5 Invoice date;**

**4.8.6 Vendor Name, address, and contact information, including remittance if different;**

**4.8.7 Unique invoice number;**

**4.8.8 Account number or other identifying number agreed to by contract (if applicable);**

**4.8.9 Description of goods, services or property provided to the Kenton County Clerk;**

**4.8.10 The date of good, services, or property were provided to the Kenton County Clerk;**

**4.8.11 The quantity, unit and total price of the goods, services, or property provided to the Kenton County Clerk matching the contractual amounts;**

**4.8.12 No shipping costs or fuel surcharges unless permitted in the solicitation;**

**4.8.13 All invoices are tax exempt**

**4.8.14 Applicable discount terms;**

## **4.9 Bid Notice**

Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to the County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or the vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338 and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any County contracts for a period of two (2) years.

The Kenton County Clerk reserves the right to reject any and all bids, to waive formalities, and to negotiate with the apparent qualified bidder to such an extent as may be determined by the County Clerk and Fiscal Court.

**SECTION 5**  
**PROPOSER OFFER SIGNATURE AND CERTIFICATION**

The Vendor has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and services described herein at the prices quoted, and in accordance with the requirements, specifications, terms and conditions of this RFP.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

I certify that I am a duly authorized representative of the vendor listed above. The County is hereby authorized to request from any individual or company any information it deems necessary to verify any information provided by Vendor in its bid and to determine the capacity and responsibility of Vendor as a prospective Vendor within Kenton County Clerk and Kenton County.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

