



**Proposal Documents for
Work Order/Permit Management Software
For the
Comal County Engineer's Office**

Comal County, Texas

Proposal # 040-2011-360

COMAL COUNTY PROPOSAL #040-2011-360
Work Order/Permit Management Software for the Comal County Engineer's Office

REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting a proposal for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT PROPOSAL DATES:

DUE DATE: May 5, 2011, 11:00 A.M., CST
OPENING DATE: May 5, 2011, 2:00 P.M., CST
AWARD DATE: May 19, 2011

Offeror shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

ADDRESS:
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DR.
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable in accordance with state law.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Bid" response, please complete the Statement of No Bid in this RFP and submit.

Any prospective bidder/Offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/Offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/Offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/Offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB
County Purchasing Director
Comal County

**II. COMAL COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

This page must be page 1 of the proposal or proposal may be rejected.

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III. TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," or "Offeror,"), hereby agree upon the following terms and conditions.

1.1. The Comal County Commissioners Court is soliciting Proposals for furnishing Work Order/Permit Management software for the Comal County Engineer's Office.

1.2. Complete RFP's shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on May 5, 2011. RFP's will be publicly opened at 2:00 P.M on May 5, 2011 in the Comal County Purchasing Office, 1297 Church Hill Dr., New Braunfels, Texas. RFP's will be awarded in Commissioners Court (hereinafter referred to as "Commissioners Court"), 199 Main Plaza, New Braunfels, Texas on May 19, 2011.

Proposals must include one (1) original and three (3) copies. The Original Proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Proposals which are received after the specified time and date will not be considered and will be returned to the Offeror unopened in accordance with state law.

RFP's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of bid or bid materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed RFP shall be enclosed in an additional envelope clearly identified on outside as a RFP to County with Offeror's name and address, RFP name, date and time. It is the sole responsibility of the Offeror to ensure timely delivery of RFP. The RFP is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at 830-643-5850 to see if your response has been received.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of proposals.

Please make a clear distinction between the RFP's language and the Offeror's response.

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Any offers not conforming to the specifications shall be rejected. It will be the responsibility of the Offeror to conform to the specifications unless deviations have been specifically cited by the Offeror and acceptance made by the County on the basis of the exception.

1.3. RFP's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, RFP's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department, and the approval of the Commissioners Court. All RFP's become the property of the County and will not be returned to the Offeror.

1.4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.5. TERM OF CONTRACT: This contract will be for a one (1) year period beginning May 19, 2011 through May 18, 2012.

1.6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing signed by both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The extension period shall be in one year increments.

1.7. The County reserves the right to accept or reject in part or in whole any RFP submitted, and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.8. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for goods/services which are unsatisfactory. The County may give Offeror a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.9. Quantities indicated in the proposal are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the RFP price.

1.10. The undersigned agrees, if this RFP is accepted, to furnish any and all goods/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period of acceptance of this RFP will be sixty (60) calendar days.

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1.11. Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offeror must include all incidental costs on Proposal Form or as an attachment to the Proposal Form. Comal County will not provide or allow for parking or travel reimbursements for the Offeror's employees. Offeror's offices, administration and/or place of business will not be on Comal County premises and will be the Offeror's responsibility. Only those costs shown on the Proposal Form will be considered.

It is also understood that any and all persons who provide services under Contract to Comal County, resulting from this RFP, shall be and remain employees of the Contractor, not Comal County. It is understood and agreed that the Offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the Offeror's employees and or equipment during the course of the Contract.

This RFP in no manner obligates Comal County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract. Progress toward this end is solely at the discretion of Comal County and may be terminated at any time prior to the signing of a Contract.

Comal County will not be liable for any costs incurred by the Offeror in preparing a response to this RFP. Comal County makes no guarantee that any goods and/or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of Comal County.

The Offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at Offeror's risk.

1.12. **ETHICAL CONDUCT:** The Offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Comal County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The Offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.13. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS:** A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.14. Offeror must provide any and all warranty terms and conditions. Offeror Terms & Conditions are subject to the review and approval of Comal County. In the event of conflicting

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Terms & Conditions, the terms submitted in the solicitation package shall prevail. Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

1.15. Hours of delivery/service shall include but not be limited to the hours of 9:00 a.m. and 3:00 p.m., on the drop of date, unless otherwise stipulated in writing.

1.16 Invoices shall be sent directly to Comal County Auditor, 150 N. Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later.

1.17. Payment shall not constitute an acceptance of the item(s) contained in this RFP, nor impair the County's right to inspect any of its remedies.

1.18. RFPs should be unit priced as specified in Section XVII Cost Proposal, on page 32 this RFP. In case the unit price of an item differs from the extended price for the quantity RFP, the unit price shall govern.

1.19. The price to be paid by the County shall be that contained in the Proposal Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.20. A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of or field test of equipment.

1.21. INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for goods or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity obtaining an interlocal agreement with Comal County.

1.22. County reserves the right to select evaluation methods deemed most appropriate. Each RFP will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.23. All insurance requirements, including Workers' Compensation, General Liability and all applicable insurance as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract. Offeror shall provide certificates of insurance, when required.

1.24. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.25. Title and Risk of Loss of goods, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, equipment, or services at the point(s) of delivery.

1.26. The Offeror agrees that the goods, equipment, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, or services. The Offeror shall not limit or exclude any

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express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.27 The Offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affects the conduct of the work.

1.28. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.29. This Contract shall be governed by and construed on accordance with the laws of the State of Texas and all applicable Federal Laws.

1.30. This RFP along with the Proposal Form, submitted documents, and any negotiations, when properly accepted and awarded by Comal County Commissioners Court, shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.31. The Offeror shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Offeror's officers, agents or employees.

1.32. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the RFP of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.33. This Contract shall not be assignable by the Offeror without prior written consent of County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.34. If the Offeror defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

1.35 Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

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For the COUNTY:

For the OFFEROR:

Comal County, Texas

C/O Purchasing Director

1297 Church Hill Dr.

New Braunfels, Texas 78130

Fax (_____)_____

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.36. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law

IV. CONTRACT

STATE OF TEXAS
COUNTY OF COMAL COUNTY

WHEREAS, The attached proposal package including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, s, and/or services in quantities and at prices as set forth in the above-attached proposal package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

WITNESSETH

THAT IN ACCORDANCE with the above attached proposal package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and goods/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and goods/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

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IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

******Failure to sign the Contract page(s) may disqualify the proposal from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.*****

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V. SPECIFICATIONS

1. GOAL

Comal County's goal is to replace the current work order and permit management programs used by the Comal County Engineer's Office (CCEO). This new system should be a GIS-centric management system that will integrate with existing GIS technology currently in use by the County.

2. BACKGROUND

Work Orders/Permits/Complaints

CCEO currently employs two computer systems in the management of work orders, permits, and complaints; one being an in-house intranet system and the other being CASST (Computer Aided Septic System Tacking), version 2.1. Both systems utilize Microsoft Access databases for their backend. All work orders, permits and complaints are maintained in the intranet program, with the exception of septic permits, which are maintained in CASST. The types and number of work orders, permits, and complaints are as follows:

- a) Work order Types
 - Road Maintenance – 2,210
 - Traffic Control – 316
 - Vegetation Control – 38

- b) Permit Types
 - Septic – 27,700
 - Floodplain – 13,614
 - Driveway – 3,985
 - Utility – 887

- c) Complaints
 - Environmental – 3,418

GIS

Comal County utilizes ESRI ArcGIS. Currently installed, and in use, are ArcInfo, ArcEditor, ArcSDE, and ArcGIS Server; all at version 10. Desktop applications are running on Windows XP - Service Pack 3, and all server applications are running on Windows Server 2008 – Service Pack 2. The RDBMS that is being used is Microsoft SQL Server 2008 Standard.

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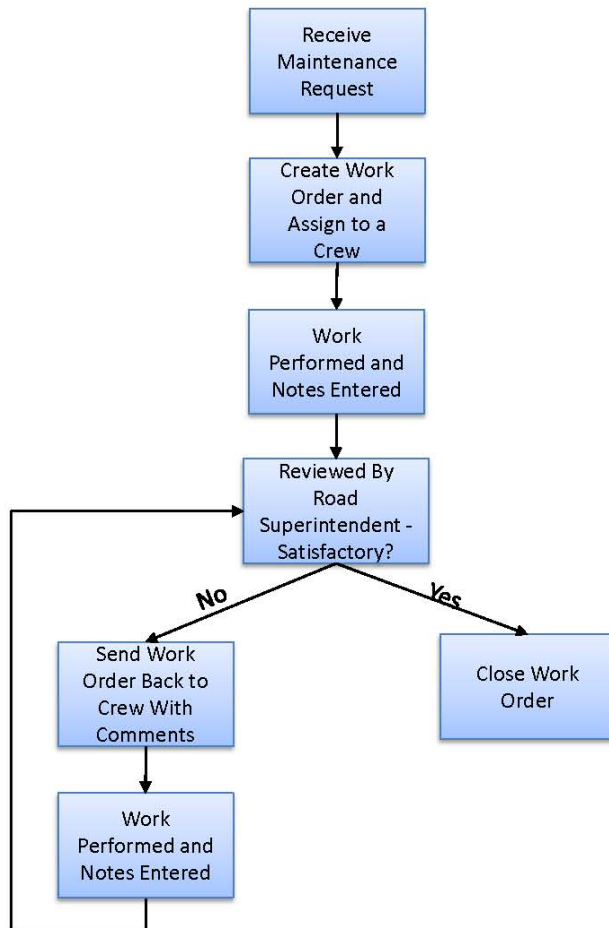
Usage

This new system will be utilized by the CCEO with approximately 10 users for work orders and 20 for permitting. The CCEO is located on a satellite campus approximately 7 miles from the main campus. Housed under the CCEO, are the Road, Environmental Health, Floodplain Regulation, and GIS departments. It is connected to the County's main network via a 15Mbps fiber connection.

Current Systems

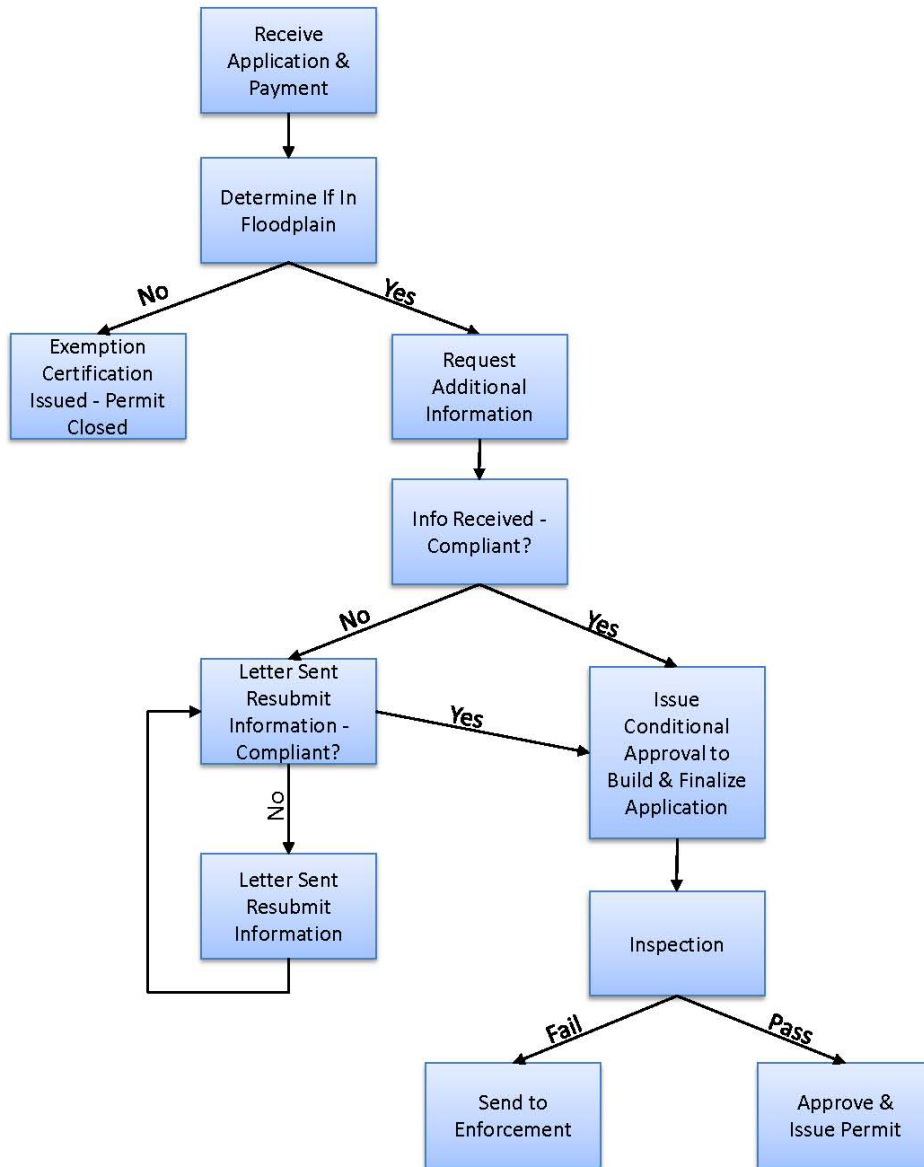
The intranet system that is currently used by CCEO is a web-based intranet program that is written in ASP/VBScript and has a Microsoft Access backend. It currently contains all road department work orders (road maintenance, traffic control, and vegetation), permits (floodplain, driveway, and utility), as well as environmental health complaints and inspections. Workflows for each item are as follows:

Road Maintenance/Traffic Control/Vegetation Work Orders



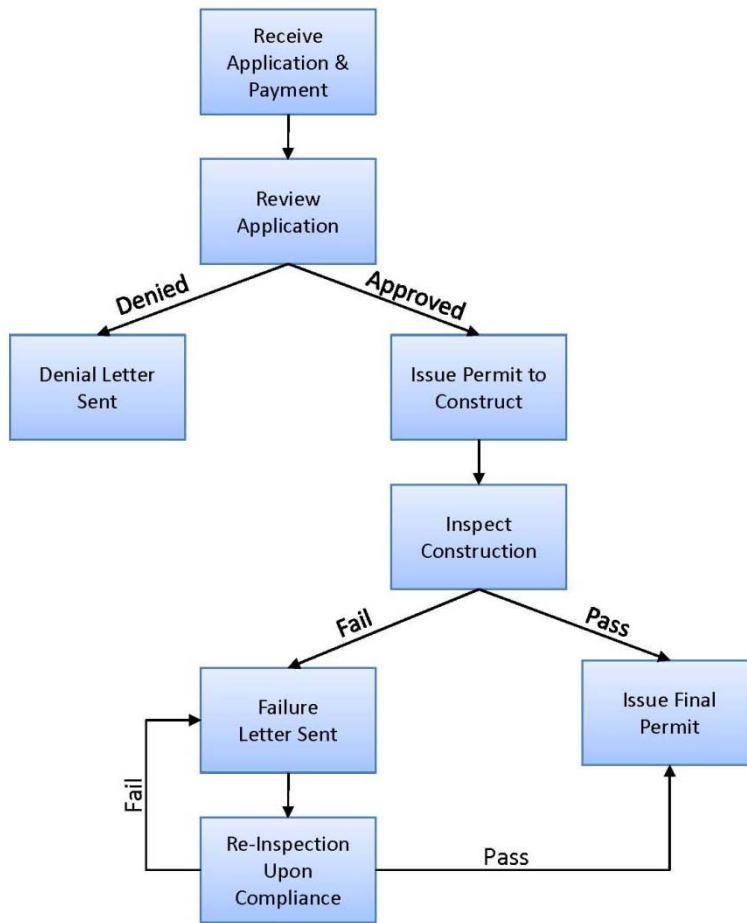
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Floodplain Permit



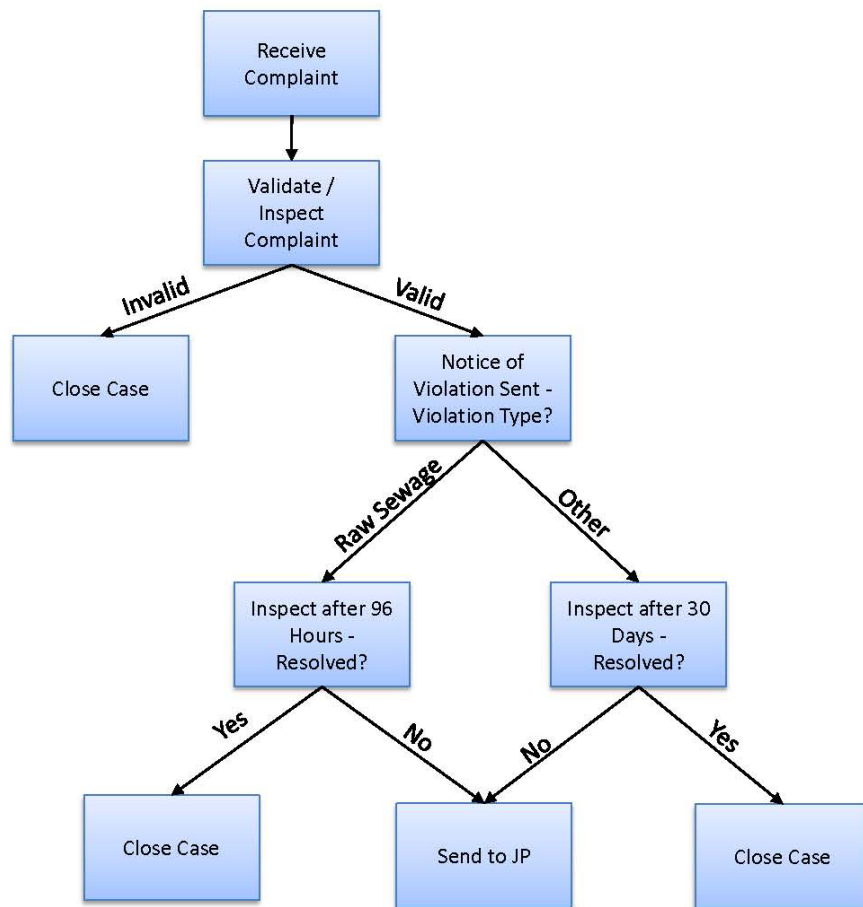
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Driveway/Utility Permit



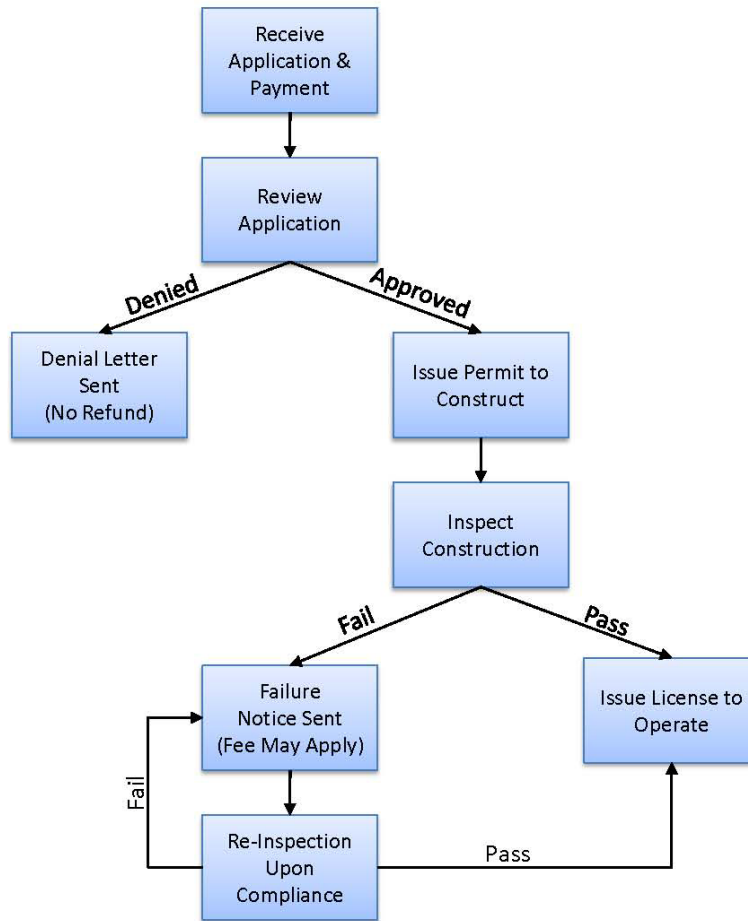
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Environmental Complaints



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CCEO's septic permits are currently kept in CASST (Computer Aided Septic System Tracking - <http://www.casst.com/>). CASST is software designed to manage the permitting and maintenance of On-Site Sewage Facilities and uses a Microsoft Access backend. The workflow for septic permitting is as follows:



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3. EXPECTATIONS

Software Functionality

Work Order Management

- Record work orders for Road Maintenance, Traffic Control, and Vegetation Control
- Manage unlimited number of work orders
- Route requests to appropriate personnel
- Assign work orders to a specific crew(s)
- Provide daily work order lists
- Schedule and prioritize work orders that are assigned to crew(s)
- Schedule jobs on a recurring basis or in the future
- Track all work order activities
- Track work order history
- Track work order user interaction
- Ability to place flags within the work flow based on specific rules
- Allow for multiple work requests to be linked to one work order
- Track compliance deadlines
- Allow for material list and costs to be tallied for each work order
- Automatically calculate fees, if applicable
- Use pull-down menus for consistency where appropriate
- Query of work orders by all entered fields
- Creation and saving of custom reports
- Automatically print any required correspondence that must be mailed or given to citizen or entity
- Send automated emails to update statuses of work order
- Attach multiple photos, video and/or other electronic document to work orders
- Access electronic documents in standard formats
- Link work orders to spatial features stored in GIS

Permit Management

- Record permits for septic, floodplain, driveway, and utility
- Manage unlimited number of permits
- Route requests to appropriate personnel
- Assign inspections to specific personnel
- Schedule inspections on recurring basis or in the future
- Provide daily inspection list
- Track all permit activity
- Track inspection history

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- Track permit user interaction
- Ability to place flags within the work flow based on specific rules
- Send warnings of expiring contracts
- Allow for multiple inspections to be linked to one permit
- Track compliance deadlines
- Automatically calculate fees, if applicable
- Track fee payment history
- Use pull-down menus for consistency where appropriate
- Query of permits by all entered fields
- Creation and saving of custom reports
- Automatically print any required correspondence that must be mailed or given to citizen or entity
- Send automated emails to update statuses of permit, warn of an expiration of contracts, or delinquent inspection reports.
- Attach multiple photos, video and/or other electronic document to permit
- Access electronic documents in standard formats
- Link permits to spatial features stored in GIS

GIS Capabilities

- Access existing ESRI ArcSDE geodatabase(s) without having to duplicate GIS data
- Compatible with ESRI ArcGIS 10
- Provide seamless interaction between the GIS and work order/permitting interface
- Provide mapping capabilities of work order and permit activities
- Allow user to select GIS feature and see work order and/or permit history
- Provide tools to map work orders thematically or by user-defined queries
- Report writing capability based on relational SQL database
- Ability to read GIS tables of standards such as street name and use drop-down menus for consistency
- Allow for the creation of GIS features through the work order/permitting interface
- Access work order/permitting data directly through SQL Server or SDE for use in other systems

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General Requirements

- Compatible with ESRI ArcGIS 10
- Compatible with Microsoft Windows XP and Windows 7
- Compatible with Microsoft Office 2003 and newer
- Export to .mdb, .accdb, .dbf, .xls(x), doc(x), .csv, .txt, or other easily viewable data format
- Import historical septic data from CASST, and historical work order/permitting data from 4 access databases
- Provide manual(s) documenting database structure, table relationships, and a database dictionary
- Written or on-line system documentation for users and administrators
- Ability to assign user level permissions
- Open database structure to allow for the access and integration of data with other systems
- Customization of workflow/fields shown by local administrators
- Must be scalable to allow for future growth and increased functionality

Services

The following are the services that are expected for the installation, implementation, and support of the work order/permitting management system. Some of these services can be handled through standard communications, such as phone calls, emails, etc. However, on occasion remote access sessions or on-site visits will be required.

Workflow Assessment

The Contractor shall meet on-site with the CCEO prior to any installation or implementation of any hardware or software. During this meeting, the CCEO will present detailed workflow examples of each of the necessary work order/permitting types. The Contractor should use experience and knowledge of generally accepted work practices to propose changes to business processes where necessary. The CCEO will provide subject matter experts and the Contractor is expected to do the same.

Installation

Prior to installation, Comal County will install all hardware and ensure network communications are functioning properly, as well as preparing machines/data to pre-defined and agreed upon specifications. Written instructions or phone support will be adequate for this step. Personnel from Comal County's IT and GIS departments will be on-hand during all installation steps. Any server(s) needed will be housed at the County's IT

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department, on the County's main campus. The Contractor shall install all necessary software and components on servers and any client machines.

Setup

The Contractor will configure the system parameters and settings necessary for the functionality outlined by the CCEO. The Contractor shall provide subject matter experts for the setup. Comal County's GIS Coordinator will be present for training in the process of system configuration, setup and administration.

Data Mapping

The Contractor will provide subject matter experts that are knowledgeable about the new system's database to perform data mapping from existing systems to the new system. Comal County's GIS Coordinator will be on-hand with detailed knowledge of the data structures supporting the legacy systems to assist with the data mapping. Fields from the legacy system will be marked for conversion and mapped to fields within the new system's database. An outline for the data conversion will be created.

Data Conversion

The CCEO will provide all data from legacy systems according to the conversion outline. The Contractor will provide scripts to load the legacy data into the new system's database. Several test conversions should be performed and verified before the go-live conversion takes place.

Testing

The Contractor will provide subject matter experts knowledgeable about the system functionality to thoroughly test and correct any problems that should arise from the system configuration or data conversion. The CCEO staff will be available to verify correct workflows and accuracy of the converted data.

Training

The Contractor will provide on-site training to all users before and after the go-live date. Training for administrators should also take place at this time. Training manuals and documentation, either paper or digital, should be provided to each user to supplement the hands-on training.

Technical Support

The Contractor will provide a method for the CCEO to report problems and track the resolution of those problems. The CCEO will appoint one point

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of contact to communicate with the Contractor on issues that may arise. Problems should be addressed in a timely manner. A software maintenance plan should be available that includes technical support as well as software updates during the term of the contract including renewals as outlined in Section 1.6.

Deliverables

The Contractor shall identify and deliver all necessary hardware and/or software to install and implement the work order/permitting management system. Comal County will retain ownership of all source data and documents created or generated in the development of this work order management system. Any records, data, reports, or other materials shall be surrendered to Comal County upon completion or termination of the project.

Hardware and Software Specifications

All servers should be windows based and run Microsoft Windows Server 2008, Service Pack 2. Any DMBS software should be Microsoft SQL Server 2008. All software that is to run on client machines should be compatible with Microsoft Windows XP, Service Pack 3, as well as Windows 7, 32-bit and 64-bit. Any features integrating with, or exporting to, Microsoft Office should be compatible with version 2003 or newer. The proposal should include all hardware and software necessary for the installation and implementation of the system, as well as the recommended system requirements for both servers and client computers.

4. EVALUATION

Each proposal submitted will be evaluated based on the following criteria:

- Pricing (30 Points)
- GIS Integration (30 Points)
- Conformity to Specifications (20 Points)
- Service and Support (10 Points)
- Experience and Financial Strength (10 Points)

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COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact The Comal County Purchasing Department PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated Charter Number _____

VENDOR REFERENCE INFORMATION SHEET
(PRINT)

VENDOR FIRM/BIDDER:

By: _____
AUTHORIZED AGENT TITLE

ADDRESS: _____
STREET ADDRESS AND /OR P.O. BOX NO.

CITY STATE ZIP CODE

PHONE: _____ FAX: _____

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

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IMPORTANT INFORMATION CHECKLIST

Check off each of the following as the necessary action is completed

- ___ 1. The Offeror Certification been signed and is the first page.
- ___ 2. The Contract is completed and signed.
- ___ 3. The Vendor Reference Information Sheet is complete.
- ___ 4. The price extensions and totals have been checked, if applicable.
- ___ 5. Any required drawings or descriptive literature have been included.
- ___ 6. If required, the amount of the bid surety has been checked, and the surety has been included.
- ___ 7. Any addendums have been signed and are included.
- ___ 8. CIQ/CIS forms have been completed and signed.
- ___ 9. Bidders/Offerors Affirmation Page has been completed and included.
- ___ 10. The mailing envelope has been addressed to:
Comal County Purchasing Dept.
1297 Church Hill Dr.
New Braunfels, Texas 78130
- ___ 11. The envelopes have been sealed and marked with (a label has been provided or your convenience):

RFP title
RFP number
Opening date
Opening Time

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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1 Name of person doing business with local governmental entity.		Date Received
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.		
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.		

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
(Instructions for completing and filing this form are provided on the back.)		
This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.	OFFICE USE ONLY	
1 Name of Local Government Officer	Date Received	
2 Office Held		
3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code		
4 Description of the nature and extent of employment or business relationship with person named in item 3		
5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250		
Date Gift Received _____ Description of Gift _____ <input type="checkbox"/> Did Not Accept Gift Date Gift Received _____ Description of Gift _____ <input type="checkbox"/> Did Not Accept Gift Date Gift Received _____ Description of Gift _____ <input type="checkbox"/> Did Not Accept Gift		
(attach additional forms as necessary)		
6 AFFIDAVIT		
I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.