

Solicitation 16-12-A

CSP for Development Services Software Solution



Town of Flower Mound

Bid 16-12-A CSP for Development Services Software Solution

Bid Number **16-12-A**
Bid Title **CSP for Development Services Software Solution**

Bid Start Date **Nov 29, 2011 10:39:00 AM CST**
Bid End Date **Dec 21, 2011 2:00:00 PM CST**
Question & Answer
End Date **Dec 13, 2011 9:30:00 AM CST**

Bid Contact **January M Cook, CPPO, CPPB**
 Purchasing Manager
 Purchasing & General Services
 972-874-6009
 january.cook@flower-mound.com

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**
Pre-Bid Conference **Dec 13, 2011 10:00:00 AM CST (Online)**
 Attendance is optional

Bid Comments **The Town of Flower Mound is accepting proposals for the purchase of a Development Services software solution, including subsequent maintenance support, as described in the specifications. Award will be made to the best value proposal, based on the evaluation criteria as stated in the SOQ document. PLEASE SUBMIT PAPER RESPONSES ONLY PER THE INSTRUCTIONS INCLUDED IN THE CSP DOCUMENT - DO NOT SUBMIT PROPOSAL ONLINE.**

Item Response Form

Item **16-12-A-01-01 - CSP for Development Services Software Solution**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **Town of Flower Mound**
 Town Hall
 2121 Cross Timbers Road
 Flower Mound TX 75028
 Qty 1

Description

PLEASE SUBMIT PROPOSAL IN HARD COPY ONLY.



Purchasing & General Services Competitive Sealed Proposal

CSP No:	16-12-A
CSP Title:	Development Services Software Solution
Proposals Due:	12/21/11 @ 2:00PM

Proposals for the services specified will be received by the Town of Flower Mound until the date and time as indicated above. Please submit one (1) original proposal and six (6) copies of the proposal in hard copy only.

Delivery/Mailing Address:	Town of Flower Mound Attn: Purchasing Office 2121 Cross Timbers Rd. Flower Mound, TX 75028
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Late submissions will not be considered. Proposals must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A PROPOSAL.

For questions regarding this CSP contact:	January Cook, CPPO, CPPB Purchasing Manager (972) 874-6009 january.cook@flower-mound.com
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The Town of Flower Mound appreciates your time and effort in preparing a proposal. **Please note that all submissions must be received at the designated location by the deadline shown.** Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened. Only the names of respondents will be released. Pricing information will not be released until after contract award.

**TOWN OF FLOWER MOUND
STANDARD TERMS & CONDITIONS FOR PROCUREMENTS**

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the Town of Flower Mound, unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the contract as well as any subsequent purchase order(s) issued for goods or services, and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The Town of Flower Mound advertises procurement opportunities through www.flower-mound.com, www.bidsync.com and the *Denton Record Chronicle*. The Town shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein will be issued in the form of addenda. The sole issuing authority shall be vested in the Town of Flower Mound Purchasing Division. If addenda contain material changes to the specifications or pricing form, the respondent shall acknowledge receipt of addenda in the designated section on the Bid/Proposal Certification Form. It is the responsibility of the bidder/proper to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The Town of Flower Mound reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The Town also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The Town of Flower Mound utilizes BidSync to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through BidSync shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.

The Town of Flower Mound has elected to fund a monthly fee to BidSync in order to eliminate all costs for vendors to utilize the system for standard bids and proposals solicited by the Town. For Cooperative Procurements and Reverse Auctions ONLY, respondent agrees to pay to BidSync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods or services awarded to the respondent. Cooperative procurements and Reverse Auctions will be clearly identified in the bid/proposal documents. To assure that all respondents are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the Town of Flower Mound and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Respondents shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
 8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to The Town of Flower Mound Purchasing Division, 2121 Cross Timbers Road, Flower Mound, Texas 75028 by the stated deadline. Paper submissions shall be presented in a sealed envelope with respondent's name and the bid/proposal number clearly identified on the outside of the envelope.
 9. **LATE SUBMISSIONS:** The date/time stamp located in the Town of Flower Mound Purchasing Division serves as the official time clock. Submissions received in the Purchasing Division after the stated deadline shall be refused and returned unopened. The Town of Flower Mound is not responsible for issues encountered with methods of delivery.
 10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.
- FOR BIDS ONLY:** Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
11. **TAXES:** The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the Town of Flower Mound upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@flower-mound.com or by contacting the Purchasing Division at 972.874.6006.
 12. **WITHDRAWAL OF OFFER:** Respondent agrees that an offer may not be withdrawn or cancelled for a period of one hundred twenty (120) days following the date and time designated for the receipt of bid/proposal without written approval of the Purchasing Manager.

13. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Town of Flower Mound, Texas, and shall be all inclusive of shipping, handling and packaging costs. The Town accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful respondent shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the Town.
14. **PREPARATION COST:** All costs associated with the preparation of an offer shall be borne by the respondent. The Town of Flower Mound will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the same.
15. **TESTING:** At the Town of Flower Mound's discretion, testing may be required prior to award of bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the Town.
16. **SAMPLES:** At the Town of Flower Mound's discretion, samples may be required prior to award of bid/proposal, or prior to delivery of goods or services. Samples shall be provided at no cost to the Town. Samples should not be enclosed with submission unless specifically requested.
17. **QUALITY:** Any catalog, brand names, or manufacturer's reference in this bid/proposal packet is descriptive and not restrictive, and is intended to indicate type and minimum quality level desired for comparison purposes, unless otherwise stated herein. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.
18. **BID/PROPOSAL OPENINGS:** All offers will be read aloud at the Town of Flower Mound's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the Town accepts such offer as responsive.

The Town of Flower Mound will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the Town of Flower Mound's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The Town will notify the successful respondent upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

19. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within one (1) business day after the scheduled opening. Bid/Proposal summary results will be available for public viewing at www.flower-mound.com and www.bidsync.com. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@flower-mound.com. RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.
20. **ANTI-COLLUSION:** In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
21. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, Town Charter, and Town Code of Ethics regarding conflicts of interest. No officer, employee or agent of the Town of Flower Mound shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 13.00, Chapter 1 of the Town's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
22. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder on a bid/proposal for goods and services in the non-resident bidder's state.
23. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the Town of Flower Mound for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the Town under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
24. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The Town of Flower Mound may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.

25. **AWARD OF CONTRACT:** The Town of Flower Mound reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the Town reserves the right to take administration costs into consideration when awarding to multiple vendors.

The Town may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the Town. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The purchase price;
 - B. The reputation of the respondent and of the respondent's goods or services;
 - C. The quality of the respondent's goods or services;
 - D. The extent to which the goods or services meet the Town's needs;
 - E. The respondent's past relationship with the Town;
 - F. The total long-term cost to the Town to acquire the respondent's goods or services;
 - G. Any relevant criteria specifically listed herein.
26. **ACCEPTANCE:** Respondent agrees that acceptance of any or all items by the Town of Flower Mound, Texas within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon respondent. Respondent shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the Town to provide such goods and services.
27. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon Town approval, with three (3) optional one (1) year renewal periods if agreeable to both parties. Renewal periods will be subject to the Town's availability of funds.
28. **FUNDING:** The Town of Flower Mound is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the Town reserves the right to terminate at any time, without liability to the Town, any contract for which funding is not available.
29. **ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the Town obtained through the Town's Purchasing Division.
30. **INTERLOCAL AGREEMENT:** The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or will enter into, interlocal cooperative purchasing agreements with the Town of Flower Mound.
31. **CHANGE ORDER:** The Town of Flower Mound reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the Town Manager or Town Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the Town of Flower Mound and acknowledged by the contracted vendor. All change orders and modifications to the contract shall be processed through the Purchasing Division only.
32. **DELIVERY PROMISE – PENALTIES:** Where indicated, respondents must provide number of calendar days required to deliver goods or services to the Town of Flower Mound after receipt of order (ARO). Do not quote shipping dates. When delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Division to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
33. **DELIVERY TIMES:** Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated Town of Flower Mound location(s).
34. **INSPECTION:** Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the Town of Flower Mound's satisfaction.
35. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 2121 Cross Timbers Road, Flower Mound, Texas 75028, or electronically to accountspayable@flower-mound.com.
36. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the Town in the bid/proposal document.

37. AUDIT: The Town of Flower Mound shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the Town. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
38. INSURANCE: The Town of Flower Mound requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
39. PRICE ESCALATION: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Forth Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
40. PRICE REDUCTION: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
41. INDEMNITY: The bidder shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.
42. PATENT RIGHTS: Respondent agrees to indemnify and hold harmless the Town of Flower Mound from any claim involving patent right infringement or copyright infringement on goods or services supplied to the Town.
43. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Director of General Services within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Director of General Services within five (5) working days after award.

The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest. The Director of General Services, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
44. TERMINATION FOR DEFAULT: The Town of Flower Mound reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the Town to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
45. REMEDIES: The successful vendor and the Town of Flower Mound agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
46. VENUE: The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Denton County, Texas.

**Town of Flower Mound
Competitive Sealed Proposal No. 16-12-A
Software Solution for Development Services**

I. Introduction

The Town of Flower Mound is accepting proposals for the purchase of a Development Services software solution, including subsequent maintenance support, as described in the following specifications. Award will be made to the best value proposal, based on the evaluation criteria as stated herein.

II. General Information

A. Pre-Proposal Conference

An online pre-proposal conference will be conducted on Tuesday, December 13, 2011 at 10:00 AM local time at the following website: www.bidsync.com. Attendance is optional.

1. Prior to the Conference

- a. If you are not currently registered with BidSync, please register in advance to ensure access to the system prior to the date of the pre-proposal conference. There is no fee to register with BidSync.com for Town of Flower Mound procurement opportunities.
- b. Questions may be submitted prior to the conference, and will be addressed during the conference. Please submit questions in accordance with Section B. below.

2. Following the Conference

- a. A script of the online pre-proposal conference will be available through BidSync upon completion of the conference.
- b. A script of the online pre-proposal conference will also be distributed via an addendum.

B. Questions Deadline

The Town of Flower Mound requires that all questions relating to this proposal be entered through the "Create New Question" option available through www.bidsync.com or directed via email to January Cook, Purchasing Manager, at january.cook@flower-mound.com by 9:30 AM local time on Tuesday, December 13, 2011; or submitted online during the pre-proposal conference. All questions received prior to the questions deadline will be addressed during the pre-proposal conference. Questions will only be accepted through the end of the pre-proposal conference.

III. Specifications

The proposed software solution should satisfy the following requirements:

A. Hardware

Required: Intel-based system (no AMD, SUN, or similar)

Preferred: Dell

B. Operating System Software

Required: Microsoft Windows

Preferred: Windows 2008 Server

The Town has experienced compatibility issues with Novell, Linux, and Unix. These systems do not work well with ours and as a result, it is problematic to consider anything else other than Microsoft.

C. Database Software

Required: Open Database Format

Preferred: Microsoft SQL, SQL Express, MSDE, .NET, MySQL

Proprietary databases are prohibited, but the Town will take into consideration non-Microsoft databases.

D. Exceptions

If the system is web-based and hosted by a 3rd party, the hardware, software, and database software requirements do not apply. Ownership of the data must be the property of the Town. Further, the vendor must be able to provide any Town data in common data format, such as comma separated values (CSV) or similar, if requested.

E. Additional Requirements

1. IVR system for inspection scheduling
2. Interconnect with Incode (Invision) for cash collection and credit card processes
3. Have an advanced and customizable reporting mechanism
4. Ability to generate form letters (DRC comments, notifications, approval letters)
5. Records should be tracked by Parcel
6. Interconnect with ESRI GIS Products
7. Ability to import other digital media, such as pictures, documentation, ordinances, etc regardless of native format
8. Convert existing Oracle database to new system
9. User friendly/intuitive
10. Clear and concise image viewing to include zoom features
11. Search features without using "wildcards"
12. Interconnect with Denton County Appraisal District records and information
13. Ability to select a parcel and see all permits and projects that relate to the parcel

14. Ability to tie a permit back into the original projects; for example, a SFD permit can be linked to the original sub-division project. This would allow the user to quickly see the plat or development agreement without having to do other research.
15. Interconnect with the Fire Department's reporting software, Firehouse.
16. Auto generation of renewal notices/permits/reports; OSSF, Food Inspections
17. A web-based system is preferred, allowing both users and customers to access the system from any internet terminal.

IV. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as indicated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. The Town requires the following provisions by the SUCCESSFUL VENDOR ONLY:

- A. Town to be named as additional insured or an insured on all required policies, except worker's compensation.
- B. Town to be provided with a waiver of subrogation, in favor of the Town on all policies.
- C. Be provided with unconditional, thirty (30) days advance written notice of cancellation or material change (i.e. no limiting language in the notice of cancellation) on all policies.
- D. Prior to the execution of any resulting contracts, the Town of Flower Mound Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

V. Submittals

In order for your proposal to be considered, proposer must submit all of the information requested in this section, and provide the information in the order it is requested. All information contained in your proposal must be clearly explained. Failure to provide requested information may cause your proposal to be deemed as non-responsive.

Submit original and six (6) hard copies of your bound proposal to the Town of Flower Mound and provide the following information in this order:

- A. Company Information
- B. System Specifications

In addition to basic system specifications, please include the following:

1. % uptime of your software solution.
2. Information demonstrating functionality of the system.
3. Detailed information in regards to post-purchase support and technical assistance.
4. Integration of historical data.
5. External customer ability to interact with system.
6. Implementation timeline

C. System Pricing

1. Include itemized cost for purchase of system
2. Include pricing for subsequent maintenance support and technical assistance per year

D. References Form (Attachment A)

1. Include references for customers with same or similar systems in-place and operational

E. Additional Information

1. Sample Contract(s) (including subsequent maintenance support)
2. Insurance Certificate
3. Proposal Certification Form

VI. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of proposer to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal that is most responsive to the Town of Flower Mound's needs. The decision made by the Town of Flower Mound will be final.

Award will be based on the following evaluation criteria:

- A. Price as evidenced in response to Article V. Submittals, Section C. (25%)
- B. System functionality and ease of use as evidenced in response to Article V. Submittals, Section B. (40%)
- C. Overall ability to meet the Town's needs as evidenced in response to Article V. Submittals, all sections (10%)
- D. The respondent's ability and reputation to provide post-purchase support and technical assistance with respondent's goods and services as evidenced in response to Article V. Submittals, Section B. (15%)
- E. References as evidenced in response to Article V. Submittals, Section D. (10%)

VII. Demonstrations

The Town reserves the right to request a demonstration of the proposed system, at no expense to the Town. Failure to comply may cause the proposal to be disqualified. The opinion of the Town of Flower Mound regarding functionality, and ease of use and operation of the proposed system will be considered as part of the evaluation process. The decision by the Town of Flower Mound is final.

VIII. Best and Final Option

The Town of Flower Mound reserves the right to request a Best and Final Offer from any or all proposers.

EXHIBIT A

INSURANCE REQUIREMENTS GENERAL SERVICES

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf

of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

F. VERIFICATION OF COVERAGE

Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Attachment A: References Worksheet

Please provide references for same or similar work as the Town has specified in the proposal in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____

Contact Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Contact Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Contact Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Contact Phone: _____
Contract Date: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Contact Phone: _____
Contract Date: _____
Description of Services: _____

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. 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. 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.		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.	
2	☐ 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	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

FORM CIQ

Page

CONFLICT OF INTEREST QUESTIONNAIRE

2

For vendor or other person doing business with local governmental entity

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 other 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

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005
Adopted 11/02/2005

Town of Flower Mound Certification Form
CSP No. 16-12-A Development Services Software Solution

Company Information

The following information must be provided in its entirety for your proposal to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

If an addendum to this CSP is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Flower Mound, Texas, within the time frame indicated in this proposal constitutes a contract.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative: _____

Signature

Date

Printed Name

Title

Email Address

Question and Answers for Bid #16-12-A - CSP for Development Services Software Solution

OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.**

Question Deadline: Dec 13, 2011 9:30:00 AM CST