

## **LEGAL NOTICE**

### **REQUEST FOR SEALED COMPETITIVE PROPOSALS**

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, APRIL 17, 2008 at 1:30 P.M.** (CST). All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

### **TIME MANAGEMENT SOLUTION - RFP 08-051**

A pre-RFP meeting has been scheduled for **Thursday, April 3, 2008** starting at **11:00 AM**. The pre-RFP conference will be held at the Fort Bend County Rosenberg Annex Training Room, 4520 Reading Road, Rosenberg, Texas. All vendors are encouraged to attend.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting [www.co.fort-bend.tx.us](http://www.co.fort-bend.tx.us) and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

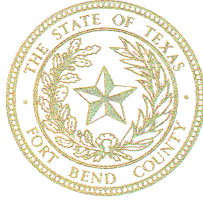
Fort Bend County reserves the right to reject any or all proposals.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

***Fort Bend County Specification Download Acknowledgment***



***Request for Proposals  
Time Management Solution  
RFP #08-051***

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

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Legal Name of Contracting Company

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Contact Person

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Complete Mailing Address

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Telephone Number

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Facsimile Number

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Email Address

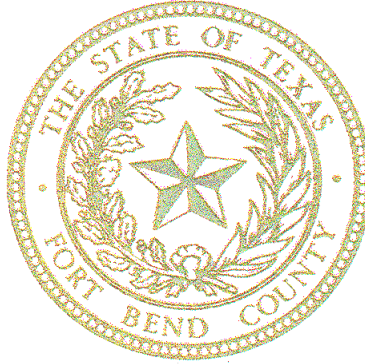
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Signature

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Date

***Fort Bend County, Texas***



***Request for Proposal  
Time Management Solution  
RFP #08-051***

**SUBMIT PROPOSALS TO:**

**Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471**

**\*\*NOTE:**

**All correspondence must include  
Purchasing Department to assist in proper  
delivery**

**SUBMIT NO LATER THAN:**

**Thursday, April 17, 2008  
1:30 PM (Central)**

**MARK ENVELOPE:**

**RFP #08-051  
Time Management Solution**

***ALL PROPOSALS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE  
RECEIVING DATE AND TIME***

If Respondent does not wish to submit an offer at this time, submit a "NO OFFER" by the same time and at the same location as stated above and state the reasons for such.

Fort Bend County is always conscious and extremely appreciative of your time and effort in the preparing of this RFP. Requests for information should be directed to:

Gilbert D Jalomo, CPPB  
County Purchasing Agent  
[jalomgil@co.fort-bend.tx.us](mailto:jalomgil@co.fort-bend.tx.us)  
or Fax: 281-341-8645

***RESULTS WILL NOT BE GIVEN BY TELEPHONE***

## R08-051 Time Management Solution



| <u>Index</u>                            | <u>Page</u> |
|-----------------------------------------|-------------|
| Part 1: General Information             | 2           |
| Part 2: Additional Terms and Conditions | 7           |
| Part 3: Detailed Submittal Requirements | 21          |
| Part 4: Evaluation Methodology          | 30          |



## Part 1

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### General Information



## 1.1 Introduction

Fort Bend County, Texas (hereafter referred to as the “County”) seeks proposals from all interested software and implementation services suppliers (hereafter referred to as the “Respondent”) that have proven experience in Time Management Solutions. Currently, Fort Bend County is utilizing Lawson Software Version 9.0 ERP and a custom third party time keeping solution. The County is committed to implementing an “out of the box” software package with *very* limited customizations (i.e., changes to source code) to the base application.

## 1.2 Guidelines

By virtue of submitting a proposal, interested parties are acknowledging:

- 1.2.1 This RFP is a request for software and implementation services. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered. Except in the case where Respondent also performs implementation services, they are expected to partner with a firm certified to implement their software.
- 1.2.2 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondent at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (i.e., modules) up until the final contract signing.
- 1.2.3 All third party software solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated.
- 1.2.4 This procurement involves negotiated software and professional services contracts. It is anticipated that negotiations with selected Respondent will consider costs as well as other items that mitigate the County’s risk. The County will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies. Respondents that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase. The County reserves the right to proceed directly to contract negotiations if a Respondent is deemed to be in the best interests of the County.

## R08-051 Time Management Solution



- 1.2.5 The County expects to enter into a software licensing agreement with one Respondent to provide software and implementation services. If the County is not satisfied with the qualifications, cost, or experience of the implementation firm or any third-party solution, as part of this RFP process, it reserves the right to request that the software firm provide another implementation partner or serve as the prime contractor for the implementation. All firms submitting proposals, by virtue of doing so, are recognizing that the County retains this option.
- 1.2.6 The County requires that licenses for software be "perpetual" (i.e., the County purchases and retains the license to use the software forever) and of a "fixed" price nature (i.e., license fees, maintenance, and support cost schedule for first five years are presented). Furthermore, Respondents shall provide a "not-to-exceed" maintenance schedule for Years 6-10 (e.g., 2% escalator per year).
- 1.2.7 Proposals shall include all modules that the County needs to attain the functionality stated in the detailed functional requirements spreadsheets in this RFP. Furthermore, all consulting hours needed to deliver the functional requirements, including work effort related to customization, configuration, interfaces, data conversion, and reporting, shall be included in the cost proposal for comparison purposes.
- 1.2.8 All Respondents agree that their pricing is valid for a minimum of one year after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 1.2.9 While the County has used considerable efforts to ensure accurate representation of the information in this Request for Proposal, the information contained in this request is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the County nor is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this request.

## R08-051 Time Management Solution



- 1.2.10 This RFP does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondent. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.
- 1.2.11 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 1.2.12 When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a nonresponsive proposal and may result in immediate elimination from further consideration.

### **1.3 Consultant**

The County has retained the services of Mr. Jim Moore for this project. The role of Mr. Moore is to provide information and analytical services to support the supplier evaluation process. The decision to select software and services suppliers is solely that of the County.

### **1.4 Project Managers**

It is the intent of the County to have an implementation project management team consisting of the following steering team members:

Jeff Council, County Treasurer  
Ed Sturdivant, County Auditor  
Sulan Wang, PMO  
Amy Hartman, PMO



## **1.5 Steering Team**

The following County personnel make up the steering team:

Ed Sturdivant, County Auditor  
Charles Cook, Director Information Technologies  
Gilbert D. Jalomo, Jr., County Purchasing Agent  
James Edwards, County Budget Officer  
Kent Edwards, Director of Human Resources  
Wyatt Scott, Director of Risk Management  
Jeff Council, County Treasurer  
Sulan Wang, PMO  
Amy Hartman, PMO



## Part 2

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## Additional Terms and Conditions



## 2.1. Proposal Contact

This RFP is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this RFP other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's RFP response. All communications regarding the RFP shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

### PROPOSAL CONTACT:

**Gilbert D. Jalomo, Jr., CPPB**  
**County Purchasing Agent**  
**Fort Bend County Rosenberg Annex**  
**4520 Reading Road Suite A**  
**Rosenberg, Texas 77471**  
[Jalomgil@co.fort-bend.tx.us](mailto:Jalomgil@co.fort-bend.tx.us)  
**Ph: 281.341.8640**  
**Fx: 281.341.8642**

## 2.2. Submission Requirements

To facilitate evaluation of proposals, 5 copies of a CD-ROM shall be submitted containing the entire contents of your proposal. In addition, one (1) original and one (1) hard copy shall be submitted to the addresses shown below. All proposals shall be signed, in ink, by a person having the authority to bind the Respondent in a contract.

|                            |                                        |
|----------------------------|----------------------------------------|
| Fort Bend County           | RFP Number: R08-051                    |
| Purchasing Department      | Opening Date: Thursday, April 17, 2008 |
| 4520 Reading Road, Suite A | Opening Time: 1:30 PM (CST)            |
| Rosenberg, Texas 77471     | For: Time Management Solution          |

The original submission shall be clearly marked "original". Respondents may submit their proposal any time prior to the Opening Date and time. **Proposals must be received in entirety no later than 1:30 p.m. (CST) on April 17, 2008.** The Respondent's name and address as well as a distinct reference to the RFP number above shall be marked clearly on the proposal submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or



the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, Respondents shall be wholly responsible for the timely delivery of submitted proposals.

Respondents should use the following checklist to ensure that their proposals are complete. The Respondent's name and address shall be clearly marked on all copies of the proposal, including the electronic files.

Five (5) copies of the entire proposal shall be submitted electronically (on CD-ROM only).

One (1) original and one (1) complete bound copy of the proposal (including hard copies of costs & requirement responses) are to be submitted.

### **2.3. Incurred Costs**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection demonstrations / interviews, including discovery (pre-contract negotiations) and contract negotiations. Furthermore, at their own cost, Respondent finalists will be required to complete a detailed Statement of Work that will be part of the implementation contract before contract signing.

### **2.4. Acceptance**

Submission of any proposal indicates the Respondent's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or



negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

## **2.5. Interpretations, Discrepancies, and Omissions**

It is incumbent upon each Respondent to carefully examine these specifications, terms, and conditions. Should any Respondent find discrepancies, omissions or ambiguities in this RFP, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile and e-mail transmissions are acceptable) to the County's Proposal Contact, as specified in Section 2.1. Deadline for submission of questions and/or clarification is April 4, 2008 3:00 p.m. (CST). Requests received after the deadline may not be responded to due to the time constraints of this RFP process.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Request For Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Request For Proposal. Each Respondent shall acknowledge receipts of amendments in their proposal. Each Respondent shall ensure that they have received all addendum and amendments to this RFP before submitting their proposals.

## **2.6. Tentative Procurement Schedule**

|                        |                                          |
|------------------------|------------------------------------------|
| March 26, 2008         | RFP Release Date                         |
| April 3, 2008          | Pre-proposal Conference (11:00 a.m. CST) |
| April 17, 2008         | Proposals Due (@ 1:30 p.m. CST)          |
| April 30 – May 2, 2008 | Respondent Presentations and Discovery   |
| May 6, 2008            | Negotiations begin with Selected Firm    |
| June 10, 2008          | Final Contract                           |



Note: Software demonstrations and implementation firm interviews are an integral part of the selection process. Firms that cannot demonstrate their software during the dates prescribed by the County will be eliminated and other participants advanced. Scripts will be distributed to firms that have been short-listed for software demonstrations approximately one week in advance of the demonstrations.

## **2.7. Pre Proposal Conference**

A pre-proposal conference will be conducted on Thursday, April 3, 2008 at 11:00 a.m. CST at the Fort Bend County Rosenberg Annex Main Conference Room, 4520 Reading Road, Rosenberg, TX. Those Respondents not able to attend this meeting may mail, email, or fax questions to the Proposal Contact stated herein no later than 5:00 p.m. CST, Tuesday, April 1, 2008. The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms with the opportunity to ask questions related to the RFP. The County's project team will facilitate an informal presentation and discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. Participation at the pre proposal conference is not required, but is strongly encouraged. It is the Respondent's responsibility to become familiar with all information necessary to prepare a proposal.

## **2.8. Indemnification**

The Respondent agrees to indemnify and save harmless Fort Bend County and all its officers, agents, and employees and all entities, their officers, agents, and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Respondent shall pay any judgment with cost which may be obtained against Fort Bend County participating entities growing out of such injury or damages.

## **2.9. Retention of Respondent Material**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.



## 2.10 Certificate of Independent Price Determination

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- ❑ The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this proposal.
- ❑ Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor; and
- ❑ No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## 2.11 Warranty

A warranty is required for both the software and implementation services, as specified below:

2.11.1      Software. Respondent shall warrant that the proposed software will conform to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP will become part of the Respondent's contract and will be warranted as such. The selected Respondent shall warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional requirements as included in this RFP. Furthermore, the warranty, at a minimum, shall be valid for a period of 24 months from the final acceptance by the County which will be balanced against the stated business requirements that were to be fulfilled by the software. The County will look more favorably at Respondents with warranty periods longer than the minimum specified herein.

2.11.2      Implementation Services. The County also requires a warranty for implementation services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the system acceptance date of the respective modules. The implementation services warranty will also reference the Respondent's response to the functional requirements matrix as the basis for the warranty.



## **2.12 Software License**

The Respondent hereby grants the County a perpetual, nontransferable, nonexclusive license under the terms of this Agreement to use the Application Software on its Network. The County shall have the absolute right to upgrade or replace any equipment in the Network and continue to use the Application Software on the Network. The County shall not be required to pay the Respondent any additional licensing fee or other fees as a result of using the Application Software in conjunction with the upgraded or replacement equipment on the Network.

## **2.13 Assignment**

The Respondent may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

## **2.14 Confidential Matters**

All data and information gathered by the Respondent and it's agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable in the Open Records Act.

## **2.15 Conflict of Interest**

No County public official shall have interest, direct or indirect, in any contract resulting from this RFP, in accordance with Vernon's Texas State Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171. Furthermore, Respondents shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.



## **2.16 Software Maintenance Fees**

The County will view proposals more favorably that waive or discount the software maintenance fee for the first year (since the software is not in production yet). The County will not pay annual maintenance fees in advance of services being provided. The County is seeking a firm schedule of maintenance and support fees for Years 1-5 and a not-to-exceed schedule based on an escalator (e.g., 2% per year) for Years 6-10. The County will only purchase maintenance and support from the software firm itself. Furthermore, the County requires the software firm to guarantee the right to renew software maintenance agreements after the initial term specified in the contract. The County will negotiate the fee structure at the time of renewal.

## **2.17 Additional Users and Modules**

All software proposals shall provide "price protection" for three years from the effective date of the software license for additional County users and modules that are listed in the RFP but are not initially purchased.

## **2.18 Limits on Subcontractors for Implementation**

The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Respondents shall identify all subcontractors in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.

Furthermore, the implementation vendor understands, acknowledges, and agrees that if the vendor subcontracts with a third party for services, the primary vendor accepts responsibility for full and prompt payment to the third party. Any dispute between the primary vendor and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the withholding of funds from the primary vendor by the County for any payments owed to the third party.

## **2.19 Participation of the Respondent in Implementation**

The County is requiring the selected Respondent to participate in the implementation effort. Activities for the Respondent may include:

- Review of project management plan.
- Consultation assistance for sizing of hardware.
- Review of proposed configuration designs of the software.
- Review of functional and technical test scripts.
- Provide technical assistance and knowledge transfer to County Information Technology staff.
- Provide pre-"Go-Live" review and support.



- Provide periodic quality assurance review of the software implementation.
- Other activities that will be negotiated as part of the overall statement of work.

## **2.20 Delivery of the Project Plan and Initial System Design**

The project plan and initial system design document (or other substantively equivalent implementation documents as may be agreed to by the County prior to contract signing) are to be delivered within a contractually specified timeframe after contract signing. The project plan shall contain a complete work breakdown structure with task dependencies and predecessors. Non-performance in this regard may result in penalties.

## **2.21 Services and Statement of Work**

“Services” means all work performed by the Respondent for the County as agreed to in writing under the Implementation Services Agreement (ISA). Such Services are set forth in the Statement of Work (“SOW”).

The intent of the Implementation Services Agreement is for the Services to be completed in the detail described in the Statement of Work, which is attached to, and part of the Implementation Services Agreement. Except as otherwise explicitly stated in the Implementation Services Agreement, the Respondent will furnish all labor, materials, equipment, products, tools, transportation, and supplies required to complete the Services. Respondent will provide Services to the County as required in the Implementation Services Agreement and the Statement of Work. Any additional services will be mutually agreed to in writing by each party through the Change Order process.

## **2.22 Jurisdiction, Venue, Choice of Law**

This RFP and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any arbitration, or law suit will be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this RFP process and resulting Agreements.

## **2.23 Termination**

Either party reserves the right to terminate for convenience any contract(s) entered into as a result of this RFP. In the event of termination for convenience the terminating party shall give a thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation.



Furthermore, the County reserves the right to terminate any contract(s) immediately in the event the vendor fails to:

- ☐ meet delivery or completion schedules, or
- ☐ other wise perform in accordance with the accepted proposal.

**Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost to the defaulting vendor.**

## **2.24 Independent Contractor**

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

## **2.25 Americans with Disabilities Act (ADA)**

Proposals shall comply with will all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

## **2.26 Drug-free Workplace**

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

## **2.27 Performance and Payment Bond**

The Respondent shall post with owner, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory by County. The contract will not be executed until after the Respondent has submitted a performance bond. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

## **2.28 Insurance**

Before commencing work, the Respondent shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.



2.28.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage shall be written on an occurrence form.

2.28.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor shall meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512) 440-3789).

- ❑ Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" means all work performed by the Respondent for the County as agreed to in writing under the Implementation Services Agreement (ISA). Such Services are set forth in the Statement of Work ("SOW").

- ❑ The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- ❑ The Contractor shall provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- ❑ If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor shall, prior to the end of the coverage period, file a new certificate of

## R08-051 Time Management Solution



coverage with the governmental entity showing that coverage has been extended.

- ❑ The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- ❑ The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- ❑ The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- ❑ The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ❑ The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

## R08-051 Time Management Solution



- obtain from each other person with whom it contracts, and provide to the contractor:
  - a certificate of coverage, prior to the other person beginning work on the project; and
  - a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- ❑ By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- ❑ The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

2.28.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.



- 2.28.4 Professional Liability Insurance at minimum limits of \$2,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Fort Bend County.

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

- ☐ A waiver of subrogation in favor of Fort Bend County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.
- ☐ The vendor's insurance coverage shall name Fort Bend County as additional insured under the General Liability policy.
- ☐ All insurance policies shall be endorsed to the effect that Fort Bend County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- ☐ All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that has a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- ☐ Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- ☐ Sets forth the notice of cancellation or termination to Fort Bend County.

## **2.29 Background Check**

The Respondent shall complete any required background checks, in accordance with Fort Bend County procedures, for any personnel or agents presented as resources for this proposal. All individuals shall pass a background check before access to the site will be granted.



## Part 3

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### Detailed Submittal Requirements



### 3.1 General Requirement

In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Respondents are required to follow the outline below when preparing their proposals:

| Section | Title                                                   |
|---------|---------------------------------------------------------|
|         | Title Page                                              |
|         | Letter of Transmittal                                   |
|         | Table of Contents                                       |
| 1.0     | Executive Summary                                       |
| 2.0     | Scope of Services                                       |
| 3.0     | Company Background                                      |
| 4.0     | Proposed Application Software and Computing Environment |
| 5.0     | Third-Party Products                                    |
| 6.0     | Implementation Plan                                     |
| 7.0     | Training                                                |
| 8.0     | Maintenance and Support Programs                        |
| 9.0     | Responses to Functional/Technical Requirements          |
| 10.0    | Client References                                       |
| 11.0    | Cost Proposal                                           |
| 12.0    | Exceptions to the RFP                                   |
| 13.0    | Sample Documents                                        |

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

### 3.2 Executive Summary

(Section 1.0) This part of the response to the RFP should be limited to a brief narrative highlighting the Respondent's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.



### **3.3 Scope of Services**

(Section 2.0) This section of the Respondent's proposal should include a general discussion of the Respondent's understanding of the "overall" project and a summary of the products being proposed.

### **3.4 Company Background**

(Section 3.0) Respondent shall provide the following information about its company so that the County can evaluate the Respondent's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a Respondent to provide additional support and/or clarify requested information.

- ☐ Amount of time the company has been in business.
- ☐ A brief description of the company size and organizational structure.
- ☐ Amount of time and what experience Respondent has in the public sector, particularly public sector clients of similar size and complexity to the County.
- ☐ Most recent audited financial statements.
- ☐ List of "live" public sector customer installs by name and by state. (Texas customers (preferably Counties) are to be listed first.) The number of users should also be included.
- ☐ Any material (including letters of support or endorsement from clients) indicative of the Respondent's capabilities.
- ☐ If partnering, the amount of time the implementer has worked with the software Respondent and how many implementations the two parties have completed together.
- ☐ Evaluations of the software and/or services firm by industry analysts.
- ☐ List of any terminated public sector projects. Disclose the jurisdiction and explain the termination.
- ☐ List of all law suites resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.

### **3.5 Proposed Application Software and Computing Environment**

(Section 4.0) In addition to providing an overview of the software solution proposed for the County, the Respondent shall present, in detail, the key features and capabilities of the proposed application software as they relate to the County. In addition to the description, provide in succinct narrative form (at least one paragraph per item) answers to the following questions:

#### **3.5.1 Technology Architecture:**

Describe the optimal network requirements for the proposed software. In the event that there is more than one suitable network configuration, list



all options, including the relative strengths and weaknesses (if any) of each. What are the optimal database requirements? In the event there is more than one suitable platform, list all options, indicating the relative strengths and drawbacks (if any) of each. What are the ideal server requirements? What are the ideal desktop (client) requirements? In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each. Describe all additional hardware required to adequately utilize the Respondent software and to meet County functional requirements.

- 3.5.2 Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required. Describe in detail the best business practices that are built into your software. How do these practices pertain to County operations in particular?
- 3.5.3 Workflow Capabilities. How does workflow (electronic routing of documents) in the system operate? How are workflow rules established, maintained, controlled, and reported on (for audit trail purposes)? How does workflow interface with popular e-mail programs, such as Novell Groupwise?
- 3.5.4 Administration/Development Toolsets. What application toolsets are included with the software? What unique programming requirements are there? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)? Should customizations be necessary, what audit trails exist for those customizations?
- 3.5.5 Security. What security tools are included with the software? How do restrictions to the following work: administrative tool access; application access; menu access; record access; field access; and querying/reporting access? What is included in the user security profile? How is the security profile defined? What audit trail capabilities exist to track changes to a security profile (e.g. what changes were made and who made them)?
- 3.5.6 Upgrade tools. What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the software does your company support? How long does a typical upgrade take to implement, in an organization the size of the County?



- 3.5.7 Reporting and Analysis Tools. What reporting tools are available? Provide a list of standard reports, by module, that come “out of the box” with the software.

### 3.6 Third-Party Products

(Section 5.0) To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the Respondent should explicitly state the name of any third-party products. For each third-party product, proposals shall include a statement surrounding whether the Respondent’s contract will encompass the third-party product and/or whether the County will have to contract on its own for the product. The County prefers that the software Respondent serve as the administrator for all third-party software contracts. Finally, the Respondent should provide proof that they have access to the third-party software source code (own or in escrow) and that the Respondent has the ability to provide long-term support for the third-party software components of their system. Proposals should also address how third party interfaces (and any customizations to the third party software) are maintained during the enterprise software upgrade process.

### 3.7 Implementation Plan

(Section 6.0) The Respondent shall provide a detailed plan for implementing the proposed system. This information **MUST** include:

- ❑ Detailed methodology and plan for implementation. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones; a matrix of proposed roles/responsibilities for County staff and the Respondent; and all project assumptions. The description of the implementation plan shall include the specific software modules/functionality included in each phase of the implementation based on the scope of work for the project.
- ❑ Project organization chart showing both the County and Respondent staff.
- ❑ Work effort estimates. A “staff loading” chart listing the estimated resource utilization (for both the County and Respondent’s staff) should be submitted on the form provided as **Attachment 4**. The County reserves the right to alter work effort with further discussion with the Respondent.
- ❑ Resumes of the Proposed Project Manager and the Managing Partner.

**Proposals shall include all modules that the County needs to attain the functionality stated in the detailed requirements spreadsheets in this RFP. Furthermore, all**



**consulting hours needed to deliver the functional requirements, including customization, configuration, and reporting, shall be included in the cost proposal.**

Note: *The County plans to provide qualified implementation staff.*

### **3.8 Training**

(Section 7.0) The Respondent shall provide a software training overview that includes:

- ❑ Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel.
- ❑ The role and responsibility of the software and/or implementation Respondent in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
- ❑ The role and responsibility of County staff in the design and implementation of the training plan.
- ❑ The knowledge transfer strategy proposed by the software and/or implementation firm to prepare County staff to maintain the system after it is placed into production.
- ❑ Descriptions of Classes/Courses proposed in the training plan. (The Respondent should specify the unit of measure for its training (e.g., units, classes, days, etc.) and define the hours associated with these units of measure.)
- ❑ Use of third-party training resources. Respondent should identify third party partners that provide training on the use of their application.

### **3.9 Maintenance and Support Programs**

(Section 8.0) Specify the nature of any post-implementation and on-going support provided by the Respondent including:

- ❑ On-site, post-implementation support (e.g., one month of on-site support after go-live, optional “as-needed” support (7days/week)).
- ❑ Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- ❑ Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- ❑ Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.



- ❑ Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- ❑ Availability of user groups and their geographic areas.
- ❑ Problem reporting and resolution procedures.
- ❑ Bug fixes and patches.
- ❑ Support provided for third-party solutions.
- ❑ Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

### 3.10 Responses to Functional/Technical Requirements

(Section 9.0) Responses to the requirements listed in **Attachment 6** of this RFP shall be provided in this section of the Respondent's proposal. Respondents are required to use the format provided and add explanatory details as necessary in the "comments" column or in a separate spreadsheet that references the requirement number. The following answer key should be used when responding to the requirements:

**F** = Fully Provided "Out-of-the-Box"  
**CU** = Customization (requiring changes to source code)  
**CO** = Configuration (no changes to source code and no interference with upgrades)  
**NA** = Not Available  
**TP** = Third Party Software Required

Note: Respondents shall use only one response code per requirement. Any requirement that is not answered utilizing a single code as outlined above will be treated as a negative/non-response. The selected Respondent shall warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP will become part of the software license and implementation services agreements and will be warranted as such.



### 3.11 Client References

(Section 10.0) The County considers references for both the software and implementation Respondent to be important in its decision to award a contract. All references provided will be contacted by the County during the selection process. The County will NOT work through Respondent's Reference Manager to complete a reference—Respondents shall provide a direct client reference who was involved in an Respondent-led project.

Respondent must provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Texas Counties) and have utilized the proposed system in a comparable computing environment. (Reference forms are attached to this proposal, *Attachment 1, 2 and 3.*) Submit references for fully completed (live) installations. Include one reference for a severed relationship and the reason the relationship was terminated.

### 3.12 Cost Proposal

(Section 11.0) Respondents should submit an estimate of project costs for software and implementation. The cost proposal shall include all related costs and the detailed business requirements in this RFP whether such implementation requires customization to the software or not. The County may award a purchase contract based on initial offers received without discussion of such offers. A Respondents initial offer should, therefore, be based on the most favorable terms available. The County may, however, hold discussions with those Respondents that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such Respondents and make an award and/or conduct negotiations thereafter.

Cost schedules shall be presented in the spreadsheet format presented in *Attachment 5* of this RFP and submitted in Microsoft Excel. The County reserves the right to contact Respondents on cost and scope clarification at any time throughout the selection and negotiation process. The County is asking Respondents to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions shall be documented in each proposal. Failure to fully provide cost and work effort estimates may lead to elimination prior to presentations.

Use the following information to assist in estimating costs:

|                             |               |
|-----------------------------|---------------|
| <b>Operating Budget:</b>    | \$214 million |
| <b>Number of Employees:</b> | 2,000         |



### **3.13 Exceptions to the RFP**

(Section 12.0) All requested information in this RFP shall be supplied with the proposal. Respondents may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and the written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of such exceptions. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

### **3.14 Sample Documents**

(Section 13.0) To establish a complete and competitive proposal, Respondents shall include sample copies of the following documents:

- ☐ Sample training manuals
- ☐ Sample user guides
- ☐ Sample functional, technical and support documentation
- ☐ Sample software license agreement
- ☐ Sample Implementation Services Agreement
- ☐ Sample maintenance and support agreement



## Part 4

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## Evaluation Methodology



## 4.1 Evaluation Criteria

A County Selection Team will review all proposals received by the opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate suppliers according to specific criteria and will elevate a certain number of suppliers to compete against each other. The proposals will be evaluated on the following criteria:

- ☐ Conformance with RFP guidelines and submittal requirements
- ☐ Compatibility with the County's desired current and future technology architecture, expertise, and future strategy/Responses to Technical Requirements
- ☐ Public Sector Experience and References
- ☐ Implementation Strategy and Plan
- ☐ Responses to Functional Business Requirements
- ☐ Compatibility with the County's desired terms and conditions
- ☐ Software Demonstrations and Implementation Services Interviews
- ☐ Cost
- ☐ Site Visits (optional)

The County reserves the right to determine the suitability of proposals on the basis of all of these criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a supplier fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining suppliers or to elevate a supplier that was not elevated before. The selection levels are described in the following sections.

### 4.1.1 Level 1 - Procurement Requirements Assessment

Criteria assessed during Level 1:

- ☐ Conformance with RFP guidelines and submittal requirements.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those

## R08-051 Time Management Solution



Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within two business days. Incomplete or noncompliant RFP's may be disqualified.

### 4.1.2 Level 2 – Detailed Proposal Assessment

The County's Selection Team will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

- ❑ Compatibility with the County's desired current and future technology architecture, expertise, and future strategy/Responses to Technical Requirements – 15%
  - Those suppliers whose capabilities are best aligned with the technology strategy, knowledge of County IT staff, and architecture will be evaluated more favorably.
- ❑ Public Sector Experience and References – 20%
  - Respondents who have proven experience at public sector sites similar in scope, size and complexity to the County will provide higher confidence to County evaluators. References will not yet be called during this phase of the evaluation, but the quality of the clients provided as references will be analyzed. Respondents who provide clients with live implementations of the version of the software proposed to the County are the most desirable. The listing of all public sector clients provided in the RFP will also be used during this evaluation.
- ❑ Implementation Strategy and Plan – 20%
  - County evaluators will examine implementation methodologies and plans that are well suited for the County. This analysis will include staffing effort, staffing level, implementation schedule, team make-up (project managers, team leads, etc.), interface and data conversion estimates, training and change management strategies.
- ❑ Responses to Functional Business Requirements – 25%
  - The County will analyze the Respondent's responses to the detailed business requirements.
- ❑ Cost – 20%
  - The individual components that comprise the total cost of the software implementation will be included in this portion of the evaluation. Cost of software licenses, implementation effort, training, travel, and maintenance and support will be analyzed. Respondents shall provide cost information in the format requested on the cost spreadsheets in ***Attachment 5***.

## R08-051 Time Management Solution



It is anticipated that no more than three Respondents will advance to Level 3 but Fort Bend County reserves the right to adjust the number as necessary.

### 4.1.3 Level 3 - Demonstrations and Implementation Firm Interviews

The following criteria will be used to evaluate those suppliers elevated for on-site software demonstrations and implementation interviews.

- ❑ Software Demonstrations, Software Lab, and Implementation Interviews – 50%
  - During the demonstrations and interviews, the County will assess the “look and feel” of the proposed software using detailed scripts tailored to reflect County business. Several of the other evaluation criteria will be clarified and refined, including the implementation strategy and plan, technology compatibility, ability to meet business requirements, and cost. In addition to the scripted demonstrations, the County will request that all Respondents elevated to this level staff a software lab.
- ❑ Public Sector Experience and References – 50%
  - The County will contact the software and implementation firm references. These references will be asked a series of questions regarding their satisfaction with the software and the performance of the implementer.

It is anticipated that no more than two suppliers will advance to Level 4 but Fort Bend County reserves the right to adjust the number as necessary.

### 4.1.4 Level 4 – Discovery Sessions

Respondents elevated to Level 4 will be asked to respond in writing to issues and questions posed by the County at the software demonstrations and implementation interviews, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. These on-site meetings may include additional demonstrations of the software and an opportunity for the County evaluators to have other questions and concerns addressed. Criteria evaluated during this phase include:

- ❑ Updated Implementation Strategy and Plan – 35%
- ❑ Updated Cost – 35%
- ❑ Compatibility with the County’s desired terms and conditions – 30%



❑ Site Visits (Optional)

- The County may choose to visit sites where the proposed software is in live production.

Based on the information collected in this phase, a single Respondent team will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact the next highest evaluated Respondent and enter into negotiations with them, and so on until a contract is negotiated.

4.1.5 Level 5 –Contract Negotiations

The selected Respondent will work with the County to develop a Software License Agreement (SLA) and Statement of Work (SOW) and Implementation Services Agreement (ISA) that outlines the deliverables, milestones, roles and responsibilities, and other key issues that affect the cost and quality of the implementation. The SOW will be attached to the services agreement. The functional and technical requirements spreadsheets will be attached to both the software license and the services agreement.

## 4.2 Award

The County will select the Respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.



## Attachments

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Attachment 1: Software Respondent Reference Form

Attachment 2: Implementation Services Respondent Reference Form

Attachment 3: Third Party Product Respondent Reference Form

Attachment 4: Estimated Staffing Level Worksheet

Schedule 1: Estimated County Staffing Levels

Schedule 2: Estimated Consultant Staffing Levels

Attachment 5: Proposed Cost Schedule

Schedule 1: Summary

Schedule 2: Licensing Fees

Schedule 3: Professional Services

Schedule 4: Training Costs

Schedule 5: Travel and Other Costs

Attachment 6: Detailed Business Requirements and Pay Rules

Attachment 7: County Signature Page



## Attachments

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Attachment 1: Software Respondent Reference Form

**SOFTWARE AND IMPLEMENTATION SERVICES****Software Firm Reference**

Provide at least five (5) references for the software that most closely reflect similar consulting projects to the County's scope of work which have been completed within the past three (3) years. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "Live". Use the following format in submitting references.

**GENERAL BACKGROUND**

Name of Government or Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Government Project Manager: \_\_\_\_\_ / Title: \_\_\_\_\_

Service Dates: \_\_\_\_\_ Software Program/Version: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Operating Budget: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

**PROJECT SCOPE**

Describe functionality installed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT COST**

Hardware Cost     \$ \_\_\_\_\_     Implementation Services     \$ \_\_\_\_\_

Software Cost     \$ \_\_\_\_\_     Government's Internal Cost (if known)     \$ \_\_\_\_\_

Program Interface Cost     \$ \_\_\_\_\_

**TECHNOLOGY INFORMATION**

Hardware Platform: \_\_\_\_\_

Database Platform: \_\_\_\_\_

Operating System: \_\_\_\_\_



## Attachments

Attachment 2: Implementation Services Respondent Reference Form

**SOFTWARE AND IMPLEMENTATION SERVICES****Implementation Services Firm Reference**

Provide at least five (5) references for the proposed software implementation services that most closely reflect a similar scope of work as the County and have been completed within the past three (3) years. These should be references that have implemented the proposed software and where the software has been **FULLY IMPLEMENTED** and is "Live". Use the following format in submitting references.

**GENERAL BACKGROUND**

Name of Government or Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Government Project Manager: \_\_\_\_\_ / Title: \_\_\_\_\_

Service Dates: \_\_\_\_\_ Software Program/Version: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

Operating Budget: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

**PROJECT SCOPE**

Describe functionality installed:

**PROJECT COST**

|               |          |                                       |          |
|---------------|----------|---------------------------------------|----------|
| Hardware Cost | \$ _____ | Implementation Services               | \$ _____ |
| Software Cost | \$ _____ | Government's Internal Cost (if known) | \$ _____ |
|               |          | Program Interface Cost                | \$ _____ |

**TECHNOLOGY INFORMATION**

Hardware Platform: \_\_\_\_\_

Database Platform: \_\_\_\_\_

Operating System: \_\_\_\_\_

R08-051 Time Management Solution



## Attachments

Attachment 3: Third Party Product Respondent Reference Form

**SOFTWARE AND IMPLEMENTATION SERVICES****Third Party Product Respondent Firm Reference**

Provide at least five (5) references for the software that most closely reflect similar consulting projects as the County's scope of work which have been completed within the past three (3) years and have involved the proposed software. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "Live". Use the following format in submitting references.

**GENERAL BACKGROUND**

Name of Government or Agency: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Government Project Manager: \_\_\_\_\_ / Title: \_\_\_\_\_

Service Dates: \_\_\_\_\_ Software Program/Version: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Operating Budget: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

**PROJECT SCOPE**

Describe functionality installed:

**PROJECT COST**

Hardware Cost     \$ \_\_\_\_\_     Implementation Services     \$ \_\_\_\_\_

Software Cost     \$ \_\_\_\_\_     Government's Internal Cost (if known)     \$ \_\_\_\_\_

Program Interface Cost     \$ \_\_\_\_\_

**TECHNOLOGY INFORMATION**

Hardware Platform: \_\_\_\_\_

Database Platform: \_\_\_\_\_

Operating System: \_\_\_\_\_



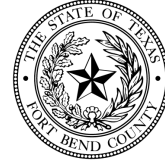
## Attachments

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### Attachment 4: Estimated Staffing Level Worksheet

Schedule 1: Estimated County Staffing Levels

Schedule 2: Estimated Consultant Staffing Levels



## Attachments

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### Attachment 5: Proposed Cost Schedule

Schedule 1: Summary

Schedule 2: Licensing Fees

Schedule 3: Professional Services

Schedule 4: Training Costs

Schedule 5: Travel and Other Costs

R08-051 Time Management Solution



## Attachments

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Attachment 6: Detailed Business Requirements and Pay Rules

R08-051 Time Management Solution

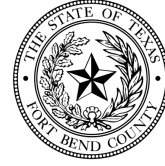


## Attachments

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Attachment 7: Fort Bend County Signature Page

R08-051 Time Management Solution



**ADDENDA**

The undersigned acknowledges receipt of the following Addenda which are part of the Bidding Documents:

ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_

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**SIGNATURE**

**TYPE OR PRINT:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Street Address and/or P.O Box

\_\_\_\_\_  
Title

\_\_\_\_\_  
City State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

|                  |             |
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| <b>SIGNATURE</b> | <b>DATE</b> |