



## REQUEST FOR PROPOSALS FOR PLANNING AND DEVELOPMENT OPERATIONS SYSTEM

RFP #1092  
CITY OF CORINTH, TEXAS

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### **IMPORTANT DATES:**

RFP Issue Date:	Thursday, March 31, 2016
RFP Publication Dates:	March 31 & April 7, 2016
Questions Deadline:	Wednesday, April 13, 2016 @ 3:00 PM CST
Proposal Due Date and Time:	Thursday, April 21, 2016 @ 2:00 PM CST
Anticipated Contract Effective Date:	June 2, 2016

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Sealed proposals for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original unbound proposal, six (6) complete bound copies of proposal, and one (1) complete copy in CD-ROM or memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

#### **Delivery & Mailing Address:**

City of Corinth  
Attn: Purchasing Agent  
3300 Corinth Parkway, 2<sup>nd</sup> Floor  
Corinth, Texas 76208

#### **Proposal Contact:**

Cindy Troyer  
Purchasing Agent  
[purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com)  
(940) 498-3244

Sealed submissions shall be clearly marked "RFP #1092-PLANNING AND DEVELOPMENT OPERATIONS SYSTEM" Do not open until 2:00 PM Thursday, April 21, 2016", and include the respondent's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. **All forms in Appendix B must be completed, signed and returned with the proposal.**

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**Requests for additional information should be made no later than the date and time above and shall be directed to the Purchasing Agent at [purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com). All requests must be made in writing. Oral explanations will not be binding.**

Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that responses must be received by the deadline shown above.** Proposals received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. No telephone, facsimile or electronic proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

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**1. INTRODUCTION**

The City of Corinth (City) is requesting proposals for a software that will provide workflow automation, tracking services, inspections scheduling and execution, and acceptance of applications and fees for permits, building inspections, code enforcement, public works, engineering, and the fire department. Additionally, the software needs to provide the acceptance of applications and fees, digital plans, digital plans dissemination and reviews for planning and development uses as described in the RFP document. The successful Respondent shall execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this RFP. It is the intent of the City to select one provider for the aforementioned goods/services. The successful Respondent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The contract shall commence upon the issuance of a Notice to Proceed by the City and shall automatically expire upon completion of the work and acceptance by the City. The City is anticipating the project to be complete by September 30, 2016.

**2. SPECIFICATIONS/SCOPE OF SERVICES**

The City of Corinth ("City") is located along the Interstate 35E corridor between Denton and Dallas, in the north central portion of Texas. The City currently occupies a land area of 8 square miles and serves a growing population of approximately 19,961.

The City is wanting to build and maintain the public's confidence by efficiently using City resources and providing high levels of service to customers through online functionality, to streamline the administration of: City planning, permits, building inspections, code enforcement, public works, engineering, and fire department functions.

The purpose of this RFP is to identify a provider of a software solution to make the City's land management, permitting, building inspections (to include health inspections), code enforcement, public works, engineering, and fire department inspections easier to understand, more convenient to use, more efficient, and more predictable. The software will enhance the customer experience and increase access to information, and will allow for increased inter-departmental collaboration.

A. Current Process:

The City of Corinth currently uses MyGov for its Code Enforcement and Building Inspections services. This system tracks code enforcement cases and citation submittals—allowing case notes and photos to be added to each case. It creates a list for reinspections based on predetermined case cycle and compliance times. For building inspections, it creates permits and inspection requests for: residential concrete, residential irrigation, accessory structures, signs, certificate of occupancy, commercial, commercial concrete, commercial irrigation, construction site trailer, commercial electrical, residential electrical, fence commercial, fence residential, gas meter, grand opening, homeowners permit, household chicken, HVAC change out, land development, commercial mechanical, residential mechanical, miscellaneous commercial, miscellaneous residential, new home, patio/arbor cover, plats and civil construction, commercial plumbing, residential plumbing, room addition/remodel, site development, swimming pool/spa, water heater change out, demolition, final plat, and PD rezone review. We currently have the ability to add and edit all inspection types. Our MyGov service also allows for the addition and maintenance of contractor registrations.

B. Existing Hardware:

1. Server Architecture

The City of Corinth uses a mix Microsoft Windows Server 2008 R2 and Microsoft Windows Server 2012. The database is Microsoft SQL Server 2012. Authentication is done through Microsoft Active Directory, and Technology Services would prefer an application that can integrate directly into AD or login using an LDAP service. The GIS server is ESRI ArcGIS 10.2 Basic and is currently running on Microsoft Windows Server 2003, however the City is planning to upgrade to Standard and the operating system to Microsoft Windows Server 2012. The City utilizes a mix of physical and virtual servers. The physical servers are Dell PowerEdge of various model numbers. Most of the virtual servers are hosted on Microsoft Hyper-V 2008, but some are hosted on a City of Denton virtual farm running VMWare vSphere 5.5. Email is hosted by Microsoft using Office 365, and there is an internal SMTP server running Microsoft Windows 2008 R2. While the City

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uses a website hosting company, CivicPlus, for its website and domain registrar, Technology Services has a web server for applications that cannot be hosted. This server is on Microsoft Windows 2008 R2 and is running Microsoft IIS 7. Symantec Backup Exec (Veritas Backup Exec) 2012 is used to back up to disk, though disk space is currently at almost max capacity, allowing about two week's worth of backups to be kept.

2. Network Architecture

The City's 6 physical locations utilize Charter MetroEthernet for interconnectivity. The configuration is a hub-and-spoke pattern with City Hall being the hub. There is an additional MetroEthernet connection to City of Denton City Hall East for server hosting. All MetroEthernet connections operate at 50 Mbps. Charter is also the City's Internet Service Provider, with a bandwidth of 20 Mbps down and 20 Mbps up. The City leases a block of 24 static IPv4 addresses from Charter, 15 of which are in service one way or another. At each location, the City runs on Cisco Catalyst 3650 switches, at least one layer 3 switch at each location, and routing is enabled between the locations. All of the switches are PoE capable. The City internally uses IPv4 exclusively. The network converges into one Palo Alto PA-500 firewall, which demarcates into the Charter-owned switch.

3. Workstation Architecture

The City utilizes Dell for its workstations almost exclusively. For the most part, Dell Optiplex 3020 or 9020s are used, though there are some HP desktops that are being phased out. All told, there are 100 workstations connected at 1 Gbps to the switch and approximately 25 networked printers. Directors and many of the staff at Public Works use an iPad Air 2.

**C. Proposed Operating Environment**

There will be approximately 15 users of the new system.

1. A user-friendly, browser-based interface which is easy to understand and navigate
2. A cloud-based system which is accessible from anywhere at anytime
3. Compatibility with our current InCode system (version 8.0)
4. Compatibility with our current GIS system (version 10.2)
5. Compatibility with FIREHOUSE Software (version 7.1)
6. Compatibility with our Laserfiche system (version 8.2)
7. Compatibility with our IT department's infrastructure
8. Compatibility with the Denton County Appraisal District's parcel database
9. The online ability to request and schedule services
10. The ability to make fee payments and capture a receipt—produce and track revenues from permits, licenses, plan review and inspection/reinspections fees.
11. Ability to perform electronic plan review and electronic plan review management—to receive, review, redline, comment, upload, disseminate, and convert plans to PDF and publish/share with the applicant (users need to easily identify changes made from one submittal to the next)
12. Ability for customers to comprehensively interact with Planning and Development, Permitting, Public Works, Fire Department, Engineering, and Code Enforcement staff
13. Ability for customers to fill out and submit applications electronically along with supporting documentation—and pay for services as well as review their application's status

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14. Ability to issue a variety of permits, including: building, mechanical, electrical, concrete, irrigation, accessory structure, signs, certificate of occupancy, fence, gas meter, household chicken, new home, swimming pool/spa, demolition, etc.
15. Ability to track and schedule routine and periodic inspections of buildings (to include health inspections) and property (building, code enforcement, and fire inspections)
16. Ability to attach photos to code enforcement and building inspection cases
17. Ability to add, edit and maintain a contractor's registration database
18. Online capability to access relevant departmental ordinances and policies
19. Ability to generate ad-hoc reports using any combination of all data elements maintained by land use and permitting systems
20. Ability for mobility/in-field usage—to view, schedule and modify inspections and record notes while in the field from tablet devices—having the ability to quickly access all contact details for the owner, applicant, contractor, or complainant
21. Software installation and setup will be performed by the successful respondent.
22. Data conversion from our existing systems (MyGov and Firehouse), will be performed by the successful respondent.
23. The software Template and application form development will be performed by the successful respondent.
24. Web integration services will be provided by the successful respondent.
25. Application integration services will be provided by the successful respondent.
26. Testing, including acceptance testing will be performed by the successful respondent.
27. Training for support staff, end users, and administrators will be provided by the successful respondent.
28. Software maintenance and warranty services will be provided by the successful respondent.

The software will also contain/be capable of the following:

Permitting:

Permit applications and inspection requests can be made through the software from any internet connection or mobile device.

After being accepted digitally, scaled drawings and supporting documentation can be disseminated to appropriate Planning and Development staff for digital review, redlining, and approval. Documents can be either manipulated within the new software, or downloaded, manipulated via PDF editor, then re-uploaded to the new software for further processing. The entire process is transparent and accountable, from the applicant, to the staff member, to the department head—everyone can see the routing of these documents and the activities and comments made on their behalf, including time/date stamps from all parties.

Inspectors use their Samsung tablets in the field to receive schedule activities, photograph and document findings, and approve or deny inspections, all while connected real time to the new software via the cloud service., Information entered while in the field is viewable immediately back at the office, and vice versa.

Code Enforcement:

Citizens can request service via a web form, a centralized email account, or a City mobile app, either anonymously or by name. All requests have the ability to include photo attachments. All new activities and re-inspections are scheduled through the new software and automatically added to the code enforcement officer's schedule. Daily

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inspections are executed using the Samsung tablets, and officers have the ability to fully process the enforcements—from non-findings, to warnings, to citations—including the printing of documents on-site. Updates to the database happen real-time from the field, and multiple edits and re-inspect entries to one open ticket are possible over an extended period of time.

Land-Use:

All applications and formal requests may be submitted online from any internet connection by an applicant, or by a planning and development department staff member on behalf of an applicant. Information necessary to support applications—including but not limited to current regulations, parcel data, and department policies—can be easily located by applicants via hyperlinks to external products or via the embedded web map which links to our GIS.

Completed applications are electronically routed to the appropriate planning and development department staff member for review and processing. Once applications and requests have been adjudicated, staff can update the record accordingly, ideally from a mobile device, after which a new entry is automatically created in our database.

Respondent shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

**3. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

**A. Submittal Instructions**

Proposals shall be organized and submitted in the format and order as outlined below. All information in the proposal must be clearly explained. Failure to provide requested information may result in the City, at its sole discretion, disqualifying the proposal from further consideration.

1. **Cover Letter & Executive Summary.** Respondent shall provide a cover letter signed by a person who is authorized by the organization to enter into an agreement with the City of Corinth, a table of contents of the entire proposal; a concise narrative summary of the entire proposal, including significant risks, and highlights of any key or unique features. The key features should tie in with the stated evaluation factors. Summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal.
2. **Company Profile.** Provide a brief overview and history of your company. Discuss your company's size, complexity, and number of employees. Address the company's technical expertise and qualifications to provide this service to the City. Discuss your experience with performing this type of implementation with other political subdivisions. Indicate your company's understanding of the scope and requirements relating to this RFP.
3. **Project Knowledge and Approach.** Demonstrate your company's understanding of the project by providing a summary of your approach to accomplishing the work outlined in the Scope of Services of the RFP. Describe how your company will successfully provide services that meet the City's expectations.

The proposal should describe how deliverables to be provided on this Project will allow the firm to successfully provide a project that meets the City's expectations.

4. **Project Staff and Experience.** Provide the name and resume of key Project staff that would be assigned to this Project. The resume for each employee shall describe the individual's previous experience with like products/services. Provide the same information for subcontractors, if applicable.

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5. **References.** Demonstrate your company's capabilities and competence as a provider of a software solution to make the City's land management, permitting, building inspections (to include health inspections), code enforcement, public works, engineering, and fire department inspections easier to understand, more convenient to use, more efficient, and more predictable, by providing at least three (3) past or current references where like goods/services have been provided to municipalities with a population of at least 20,000. Include the following information:
  - Project and Owner's Name
  - Owner Contact Person with telephone number and email address
  - Description of the Project completed, whether the projects were on time and within budget, and if not, an explanation of the deviations
  - Timeline of the project
  
6. **Schedule.** Provide detailed description of the project schedule. Show critical path schedule activities and time allowed for City staff review. The City is anticipating the Project to be completed by September 30, 2016.
  - Provide a model implementation schedule with expected days to completion, which details how the implementation will proceed for each department, including staffing levels to be utilized
  - Include deliverables that are required of the City
  - Include a program for testing and acceptance
  
7. **Proposed Pricing for Services and Payment Schedule.** The Respondent shall submit the Fee Proposal with the signature of the representative of the firm who is authorized to bind the company. Pricing shall include all costs associated with completion of the scope of services including, but not limited to, hardware, software, implementation, professional service, training, licensing, maintenance, and support. Cost of maintenance, licensing, and support should be provided for five years. Include a fee schedule for any additional components not addressed herein for consideration.
  
8. **Submittal Forms – Appendix B.** All forms in Appendix B **must** be completed, signed and returned with the proposal. The RFP Questionnaire and Systems Requirements spreadsheet will be used in evaluation of proposals.
  
9. **Service Agreement.** Insert your company's standard agreement, and any other agreements that require approval by the City. The awarded contract will consist of the written agreement, the Respondent's proposal, and the City's Request for Proposal (RFP #1092).
  
10. **Acknowledgment of Addenda, if applicable.** Acknowledge and sign all addenda, if applicable.

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**4. EVALUATION PROCEDURES**

**A. Evaluation Criteria**

The City will review all proposals for completeness based on the requirements in this RFP. Those found to be incomplete or fail to address the needs of the City will not be evaluated.

A selection committee will rank the proposals received in accordance with the requirements defined in the RFP. The City will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria and weights and any other facts considered relevant by the City.

**Qualifications, Project Plan, and Past Performance—10%**

- Qualifications and technical expertise of project team and subcontractors
- Demonstrated experience performing this type of implementation with other political subdivisions
- Professionalism of project team
- System must be in several installations of comparable size and complexity
- Work plan and associated implementation schedule
- Ability to meet the City's project schedule
- The respondent's diligence in preparing the overall response; all RFP requirements answered
- References provided - minimum of three past or current references for similar projects for municipalities with a population of at least 20,000
- Results of reference checks
- City may use additional data obtained from other sources in the evaluation of experience and past performance

**Functionality and Features—45%**

- The extent to which the proposed solution meets the City's stated objectives
- Ease of use and operation of the system
- Compatibility with other software and hardware used by the City
- Operating environment-preference given to systems in an open environment
- Software packages available now and planned enhancements
- Upward compatibility for future growth
- Compliance with legislative mandates, state and federal requirements
- Unique features

**Training, Maintenance and Support—5%**

- Thoroughness, ease, and convenience of the proposed training plan and materials
- Level, quality, and type of client training and technical assistance provided
- Maintenance and support plans and strategies

**Cost—40%**

- Total cost which considers both initial acquisition and ongoing operating cost
- The cost of additional hardware or peripherals that are required by the solution but are not included in the proposed cost will be added for evaluation purposes.

The City reserves the right to:

- require additional technical and pricing information and
- have discussions with Respondents regarding all elements which comprise the Respondent's proposal,
- to accept all or part of any proposal, or
- to reject any or all proposals, and
- to re-solicit for proposals.

The award of the contract shall be made to the responsible Respondent whose proposal is determined to be the lowest responsible respondent or the respondent who provides the best value to the City relative to price,

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qualifications, and quality of services, as set forth above. Proposals may not be withdrawn or canceled for a period of (120) days following the date designated for the receipt of proposals, and respondents so agree upon the submission of their proposals. Respondents are expected to examine the instructions, specifications, terms and conditions prior to submitting their proposal. Failure to do so will be at the respondent's risk. At the City's request, Respondents may be selected for in-person presentations. All proposals and related materials become the property of the City.



# **APPENDIX A**

  

## **INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS**

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**A. GENERAL INFORMATION**

1. **Confidentiality:** Information contained in the RFP is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this RFP.
2. **Proposal Preparation Cost:** All costs associated with the preparation of the proposal will be borne by the respondent.
3. **Withdrawal of Proposal:** Proposals may be withdrawn prior to the closing time for RFPs, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 120 days.
4. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed services.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

**6. Insurance**

- A. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
- B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the proposal.
- C. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.
- D. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the bid to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

**7. Insurance Requirements**

Vendors/Contractors 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 shall be provided to the City 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. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage

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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 the contract.
  4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.
1. General Liability and Automobile Liability Coverage:
    - a. The City, 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/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
    - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, 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 City, its officers, officials, employees, boards and commissions or volunteers.
    - d. The vendor/contractor 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 City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
  3. All Coverage: 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 City.
- D. Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage 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. City will not accept Memoranda of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 7.1.B must submit the request in writing. Please note that commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

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**7.1 Professional Services Requirements**

- A. Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- B. Minimum Limits of Insurance:**
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 must include coverage listed in Section 7.A.1.
  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 City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
  4. Professional Liability: Also known as Errors and Omissions: \$500,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.

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**TERMS AND CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. ADDENDA:** Any interpretations, corrections or changes to this Request for Proposals or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the bidder.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides good or services at the best value to the City. 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:

1. The purchase price;
2. The reputation of the bidder and of the bidder's goods or services;
3. The quality of the bidder's goods or services
4. The extent to which the goods or services meet the City's needs;
5. The bidder's past relationship with the City;
6. The total long-term cost to the City to acquire the bidder's goods or services;
7. Any relevant criteria specifically listed herein.

- G. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
- H. COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
- I. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
- J. CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
- K. CONTRACT ENFORCEMENT:**
1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this Request for Proposal. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
  2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
  3. Any notice provided by this Request for Proposal (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful

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contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.

4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this RFP and the UCC, the RFP will control.

- L. ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- M. EQUAL OPPORTUNITY:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- N. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- O. FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- P. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- Q. INDEMNITY AGREEMENT:** THE SUCCESSFUL BIDDER HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- R. INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- S. LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- T. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
1. Have adequate financial resources or the ability to obtain such resources.
  2. Be able to comply with the instructions, specifications, terms and conditions.
  3. Have a satisfactory record of performance.
  4. Have a satisfactory record of integrity and ethics.
  5. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- V. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- W. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.

If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.

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- X. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- Y. REFERENCES:** The City of Corinth requests Respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- Z. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- AA. REQUIRED DOCUMENTATION:** In response to this request for proposals, all documentation required by this RFP must be provided.
- BB. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- CC. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- DD. SILENCE OF SPECIFICATIONS:** The apparent silence of 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 the specifications shall be made based on this statement.
- EE. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- FF. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- GG. TERMINATION FOR DEFAULT:** The City of Corinth 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 City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- HH. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- II. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- JJ. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract here



# **APPENDIX B**

# **SUBMITTAL FORMS**



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**RFP QUESTIONNAIRE**

**THESE PAGES MUST BE INCLUDED WITH YOUR PROPOSAL**

1. Provide a description of the software solution being offered, addressing how it fulfills the various departments' needs and objectives
2. How many years has the software been offered on the market?
3. What hardware platforms presently run your software? Please list manufacturer, model, operating system and o/s version.
4. Specify the programming language(s) used to write your system. Include for initial writing and present version.
5. List the database(s) used and supported by your system. Include version number.
6. Can the software be accessed through the City's servers?
7. How do you address software problems?
8. How is testing performed on the system?
9. Describe your upgrade procedures, version control and cost structure.
10. Describe your training program including initial and ongoing training. Estimate training time required on each module. If available, provide a sample copy of any training materials that will be used.
11. Provide detailed information on how the proposed solution allows the agency, or third parties, to integrate with the database and data, including any available API (application programmer's interface) for the purposes of providing additional service functionality, such as internet/web or other interactive services. Discuss any and all cost associated with integration.
12. Describe what kind of technical support will be provided, including hours of availability
13. Provide client workstation requirements for the solution
14. List any additional hardware or peripherals that will be required, if applicable

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 SYSTEM REQUIREMENTS

Item	Specification Description	Specification Met?			Exception Detail	Modifications required		Modification Dollar Amount
		Yes	No	Yes*		Yes	No	
<b>General Requirements</b>								
1	Intuitive graphical user interface							
2	Customizable data screens containing both system and user-defined fields							
3	Retrieve information using a variety of search capabilities							
4	Editing, coding and validation routines to guarantee that data entry errors are avoided and data entry consistency is enforced							
5	Event triggers to enable special processing at critical stages of activity							
6	Capability to create ad-hoc reports and add recurring reports to the software							
7	Option to use pre-designed and/or custom designed forms and letters							
8	Capability of adding interfaces to third-party systems							
9	Have variable, system administrator modifiable levels of security							
<b>Reporting Capabilities</b>								
10	Ability to generate plumbing permit							
11	Ability to generate electrical permit							
12	Ability to generate mechanical permit							
13	Ability to generate sign permit							
14	Ability to generate commercial building permit							
15	Ability to generate residential building permit							
16	Ability to generate pool permit							
17	Ability to generate job trailer permit							
18	Ability to generate residential concrete permit							
19	Ability to generate residential irrigation permit							
20	Ability to generate accessory structure permit							
21	Ability to generate certificate of occupancy permit							
22	Ability to generate commercial permit							

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Item	Specification Description	Specification Met?			Exception Detail	Modifications required		Modification Dollar Amount
		Yes	No	Yes*		*Exception Detail	Yes	
	<b>Reporting Requirements</b>							
23	Ability to generate residential permit							
24	Ability to generate commercial concrete permit							
25	Ability to generate commercial irrigation permit							
26	Ability to generate commercial electrical permit							
27	Ability to generate residential electrical permit							
28	Ability to generate fence commercial permit							
29	Ability to generate fence residential permit							
30	Ability to generate gas meter permit							
31	Ability to generate grand opening permit							
32	Ability to generate home owner permit							
33	Ability to generate garage sale permit							
34	Ability to generate household chicken permit							
35	Ability to generate HVAC change out permit							
36	Ability to generate land development permit							
37	Ability to generate commercial mechanical permit							
38	Ability to generate residential mechanical permit							
39	Ability to generate miscellaneous commercial							
40	Ability to generate miscellaneous residential							
41	Ability to generate new home permit							
42	Ability to generate patio/arbor cover permit							
43	Ability to generate plats and civil construction permit							
44	Ability to generate commercial plumbing permit							
45	Ability to generate residential plumbing permit							
46	Ability to generate room addition/remodel permit							
47	Ability to generate site development permit							
48	Ability to generate swimming pool/spa permit							
49	Ability to generate water heater change out permit							
50	Ability to generate demolition permit							
51	Ability to generate final plat permit							

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Item	Specification Description	Specification Met?			Exception Detail	Modifications required		Modification Dollar Amount
		Yes	No	Yes*		*Exception Detail	Yes	
	<b>Reporting Requirements</b>							
52	Ability to generate PD rezone review permit							
53	Ability to generate a citation (in field as well)							
54	Ability to generate a notice of violation report							
55	Ability to generate notice of violations							
56	Ability to generate reinspection list							
57	Ability to generate construction valuation							
58	Ability to generate construction project status							
59	System should automatically generate daily printed runs by inspection types and should sort inspections geographically							
60	System must be able to produce all documentation associated with an address in the event of an open records request							
	<b>Fees/Cash Receipts</b>	<b>Yes</b>	<b>No</b>	<b>Yes*</b>	<b>*Exception Detail</b>	<b>Yes</b>	<b>No</b>	
61	Ability to accept payments							
62	Ability to print receipts							
63	System must have an integrated fee calculation and collection module that allows the user to review and amend fees at permit application time							
64	System must support the following fee type and calculations: 1. flat fee based on permit type 2. varying fee based on valuation 3. ability to add a variety of fees that may be needed depending on the type of work involved							
65	System must support the following types of fee adjustments after a permit has been issued: 1. refunds 2. adjustments 3. revision fees 4. reinspection fees							
66	System must be able to record the associated treasurer's receipt number with each fee transaction							

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Item	Specification Description	Specification Met?			Exception Detail	Modifications required		Modification Dollar Amount
		Yes	No	Yes*		*Exception Detail	Yes	
	<b>Fees/Cash Receipts</b>							
67	Ability to calculate and quote plan review fees							
68	Ability to log any changes to fee items							
69	Ability to generate a daily cash reconciliation report to be balanced with cash on hand in drawer							
70	Ability to print separate daily cash/credit card/charge transactions reports							
71	Ability to calculate a cost analysis per address/inspection							
72	Ability to generate budget forecasts based on prior years fees							
	<b>Data</b>							
73	Ability to support permits or administrative actions that do not have associated fees							
74	Ability to generate all forms in Spanish							
75	Ability to update property ownership in relation to the Denton Central Appraisal District							
76	Ability to accommodate lengthy inspection reports from field inspectors							
77	Ability to store contactor registrations and generate alerts upon registration expiration							
78	Ability to attach photos to contractor registrations							
79	Addresses must be entered in a standard format to avoid duplicates							
80	Ability to edit county address information							
81	System must be able to provide a summary review function for individuals wanting to know statuses or applications--the user must be able to quickly locate projects or applications (e.g. permit number, project address, project name, application date range)							

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Item	Specification Description	Specification Met?			Exception Detail	Modifications required		Modification Dollar Amount
		Yes	No	Yes*		*Exception Detail	Yes	
<b>Tracking and Logging</b>								
82	Ability to track and provide test results to regulatory agencies							
83	System must have a tracking mechanism which would enable staff to inquire the status of inspection queried by address, discipline, date or inspector							
84	Ability to maintain a complaint log with tracking capabilities							
85	Ability to maintain and track plan review applications							
86	Must match application number to permit number for accurate tracking purposes							
87	Must maintain an inspection schedule for annual and semiannual inspections							
88	Must be able to follow a violation through to adjudication							
89	Ability to provide a list of all the permits for a specific address, with the status of each permit as well.							
90	Must have the ability to track a fee that will become due when a future activity occurs							
91	Must have the ability to "disallow" or "hold" a final inspection approval until all predevelopment conditions are met							
<b>Miscellaneous</b>								
92	Ability to identify and sort stages of inspections (roughs, wall rough, ceiling rough, framing, service, foundation, pool, final, etc...)							
93	Ability to identify the legal description and insert into relevant docs							
94	User must have ability to re-route plans to appropriate departments so that revisions created by one department are sure to be reviewed by others							
95	Must have the ability to maintain a list of expected inspections for each permit type							
96	A user-friendly, browser-based interface which is easy to understand and navigate							
97	A cloud-based system which is accessible from anywhere at any time							

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Item	Specification Description	Specification Met?			Exception Detail	Modifications required		Modification Dollar Amount
		Yes	No	Yes*		*Exception Detail	Yes	
	<b>Miscellaneous</b>							
98	Compatibility with our current InCode system (Version 8.0)							
99	Compatibility with our current GIS system (version 10.2)							
100	Compatibility with FIREHOUSE Software (version 7.1)							
101	Compatibility with our Laserfiche system (version 8.2)							
102	Compatibility with our IT department's infrastructure							
103	Compatibility with the Denton County Appraisal District's parcel database							
104	The online ability to request and schedule services							
105	The ability to make fee payments and capture a receipt—produce and track revenues from permits, licenses, plan review and inspection/reinspections fees.							
106	Ability to perform electronic plan review and electronic plan review management—to receive, review, redline, comment, upload, disseminate, and convert plans to PDF and publish/share with the applicant (users need to easily identify changes made from one submittal to the next)							
107	Ability for customers to comprehensively interact with Planning and Development, Permitting, Public Works, Fire Department, Engineering, and Code Enforcement staff							
108	Ability for customers to fill out and submit applications electronically along with supporting documentation—and pay for services as well as review their application's status							
109	Ability to issue a variety of permits, including: building, mechanical, electrical, concrete, irrigation, accessory structure, signs, certificate of occupancy, fence, gas meter, household chicken, new home, swimming pool/spa, demolition, etc.							
110	Ability to track and schedule routine and periodic inspections of buildings (to include health inspections) and property (building, code enforcement, and fire inspections)							
111	Ability to attach photos to code enforcement and building inspection cases							
112	Ability to add, edit and maintain a contractor's registration database							
113	Online capability to access relevant departmental ordinances and policies							
114	Ability to generate ad-hoc reports using any combination of all data elements maintained by land use and permitting systems							
115	Ability for mobility/in-field usage-to view, schedule, and modify inspections and record notes while in the field from table devices – having the ability to quickly access all contact details for the owner, applicant, contractor, or complainant							

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Item	Specification Description	Specification Met?			Exception Detail
		Yes	No	Yes*	*Exception Detail
	<b>Miscellaneous</b>				
116	Software installation and setup will be performed by the successful respondent.				
117	Data conversion from our existing systems (MyGov and Firehouse), will be performed by the successful respondent.				
118	The software Template and application form development will be performed by the successful respondent.				
119	Web integration services will be provided by the successful respondent.				
120	Application integration services will be provided by the successful respondent.				
121	Testing, including acceptance testing will be performed by the successful respondent.				
122	Training for support staff, end users, and administrators will be provided by the successful respondent.				
123	Software maintenance and warranty services will be provided by the successful respondent.				

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**TO BE COMPLETED IF APPLICABLE**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Procurement and Support Services  
1711 San Jacinto  
Austin, TX 78701  
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO . \_\_\_\_\_

**Indicate all that apply:**

- \_\_\_\_\_ Minority-Owned Business Enterprise
- \_\_\_\_\_ Women-Owned Business Enterprise
- \_\_\_\_\_ Disadvantaged Business Enterprise

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**COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL**

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30<sup>th</sup> day after the date the contract for which the form was filed binds all parties to the contract.

**Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

CITY OF CORINTH RFP #1092  
PLANNING AND DEVELOPMENT OPERATIONS SYSTEM

**CERTIFICATION FORM**

**In submitting this proposal, the respondent agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal 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 \_\_\_\_\_

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: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

CITY OF CORINTH RFP #1092  
PLANNING AND DEVELOPMENT OPERATIONS SYSTEM

***INSERT YOUR FIRM'S STANDARD SERVICE AGREEMENT AND ANY OTHER  
AGREEMENTS THAT REQUIRE CITY APPROVAL***