

WEST BATON ROUGE PARISH, LA
OFFICE OF COMMUNITY PLANNING & DEVELOPMENT

REQUEST FOR PROPOSALS

BUILDING PERMIT SOFTWARE
(“Out-of-the-Box” or “Software-as-A-Service” Solution)

ISSUE DATE: JULY 12, 2010
PROPOSALS DUE: AUGUST 13, 2010

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REQUEST FOR PROPOSALS

BUILDING PERMIT SOFTWARE

(Note: This proposal was largely written using language for “out-of-the-box” solutions. If any of these requirements do not apply to a “software-as-a-service” solution, then please ignore those requirements and document in your proposal which items were ignored as well as why they were ignored.)

I. NOTICE TO VENDORS

The West Baton Rouge Parish Office of Community Planning & Development is seeking proposals from qualified individuals and companies to provide technical services to supply building permit software (“out-of-the-box” or “software-as-a-service”) that can serve this office’s role in collecting and managing building permit, contractor registration and possibly other related information. The Parish has been awarded a \$35,000 reimbursable grant from FEMA / La. Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) with which to purchase said software.

This system being proposed will provide building permit database management as well as building permit payment options via check, cash or credit card. The Parish desires and expects bids based on the ability of the vendor to meet or exceed the requirements contained in this request. Contracts will be awarded to the vendor that the Office of Community Planning & Development determines to be best able to provide the mandated information and capabilities.

NOTE: All proposals must be received in a sealed envelope at the Office of Community Planning & Development, Attention: Kevin Durbin, Coordinator, 880 N. Alexander Ave., P.O. Box 757, Port Allen, LA, 70767 on or before 12:00 noon (Central Standard Time) on Friday, August 13th, 2010. West Baton Rouge Parish is not responsible for any internal or external delivery delays that may cause the RFP to arrive beyond the deadline. The vendor must submit one original and three (3) copies of the proposals in hard copy. No electronic copies are necessary.

The Office of Community Planning & Development along with the Parish IT Director and the Finance Director will review the proposals and schedule demonstrations to be conducted by one or more of the qualified Vendors as part of the selection process. West Baton Rouge Parish reserves the right to reject any and all proposals and/or waive any informalities any proposal. The Parish reserves the right to accept, reject or negotiate modifications to any proposal as it shall, in its sole discretion, deem to be in its best interest. The determination of adequacy of qualifications shall be at the sole discretion of the Parish.

The Request for Proposals is available on the Parish’s Web Site at: <http://www.wbrCouncil.org> under the “Resources” tab. Any questions regarding this RFP should be directed to: Kevin Durbin, Office Coordinator by e-mail at: kevin.durbin@wbrCouncil.org.

II. EXECUTIVE SUMMARY

West Baton Rouge Parish is seeking a vendor qualified to provide building permit software which the Office of Community Planning & Development (“OCPD”) will execute to help process building permit and related front-counter items. The selected application can either work with our existing data or be used with only new data. It will be used to manage this data in the future through the use of data entry forms. Users must have the ability to enter information necessary to create a building permit, sign for that permit information and pay for the same. The office side must have access to this data and be able to edit the data from their side of the office’s operations including the ability to generate pre-programmed or custom-built queries, reports, tables, forms, macros, et cetera. There must also be the ability left-over in the software (if not already included) for future customization including adding other office functionality such as the ability to look at subdivision plats, rezoning applications and parish-wide planning documents.

NOTE: This project is being funded with a \$35,000 grant from FEMA and the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP). The deadline for expending these funds is December 31st, 2010.

III. REQUIREMENTS

A. Required Deliverables in Response to the RFP:

One original and two (2) copies of the proposal in hard copy (no digital copies necessary).

Each copy should include

1. A minimum of 1-page summary of why and how the vendor’s services best meets the goals and needs of the OCPD as described in this RFP
2. A point-by-point response to the list of the minimum/mandatory and desirable features shown in this RFP
3. A detailed presentation of the initial and continuing costs and terms of the acquisition of any software in line item format as shown in the included Schedule A
4. A recommendation - including probable costs and technical specifications - of the hardware requirements for server(s) and clients(s) (if any) to support the system
5. A detailed implementation plan and schedule
6. At least two client references on similar projects

B. Support Requirements:

1. **Software Installation:** The vendor shall provide software to be installed on a West Baton Rouge Parish application server (“out-of-the-box”) and/or a “software-as-a-service” solution. Installation (if necessary) shall be performed by the vendor working in conjunction with the IT Systems Administrator for West Baton Rouge Parish. Both a testing

environment and a production environment will be established so that users will be able to test the system and subsequent new features without affecting ongoing production. The software installation process and requirements will be thoroughly documented by the vendor and be available to the Parish for review and acceptance prior to the actual installation. Additionally, criteria demonstrating a successful installation will be itemized and available for the Parish to review and approve. Technical and end user administrator knowledge transfers will be performed to assure that the Parish IT Systems Administrator can maintain the installation or perform a re-install if necessary and that the end user can sufficiently maintain business rules and mandates.

2. **Software Configuration**. At minimum, software configuration must be based upon the identified operational needs of end users. This can be accomplished through the respondent's described process, through vendor-led business process analysis of the existing and anticipated workflows, or a hybrid of the two general approaches. Regardless of the intended approach, a detailed plan should be presented including requirements, tasks, resources, etc. This configuration must be documented for review and acceptance by the Parish.
3. **Data Conversion (Optional)**. The existing historical permit and land record data and all other related data supporting current systems will be cleaned, converted where required and imported into the new system database. This imported historical information will be accessible for viewing and for reporting in the new environment. A formal document detailing the data conversion will be produced for review and acceptance by affected parties prior to production.
4. **Training**. End-user training will be provided to users (approximate number of staff requiring some level of training is expected to be 4) at a Parish facility or in a high-quality online training environment. End-user training should cover all aspects of the software including but not limited to data entry, querying, reporting and administrative functions. Each session should be focused on teaching end users how to perform their specific jobs using the tools provided in the system. Hard copy and electronic reference materials summarizing basic procedures should be provided as part of the training. The IT System Administrator should be provided with appropriate electronic reference materials. Additionally, a knowledge transfer, including supporting reference materials, will be performed to assure that the West Baton Rouge Parish IT Systems Administrator can adequately maintain the installation and software.
5. **Go-Live/Implementation Support**. Full implementation support must be described, including the respondent's plan for on-site startup assistance and support for the application.

6. **Ongoing Support.** The vendor will provide a post-implementation review plan, to be conducted jointly with the Parish. Additionally, the vendor will provide a quote for annual maintenance and support of the system for each year following a required one-year warranty period. The vendor will itemize the terms of this maintenance and support, including but not limited to: items covered by support, hours and levels of support, methods of support (i.e. Help Desk, email, on-line, on-site), guaranteed response times, and costs associated with response or development of customized solutions.
7. **Documentation.** The vendor shall provide user documentation, including, but not limited to:
- Detailed system training manuals which thoroughly explain setup, use and maintenance of the system. Vendor will grant permission to make copies of the manual to be used by staff.
 - Procedural definitions of system user identity and access management (both internal and external users)
 - On-line documentation preferably in an industry standard, searchable help format such as a Microsoft Help or PDF or HTML file, or minimally as an ASCII text file
 - Planning and installation documentation for product upgrades
 - A detailed system configuration design
 - A detailed description of system installation, configuration and integration documentation
 - Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases and any other vendor supplied utilities or existing customer assets which are required for the software to be implemented and supported by the Parish IT Systems Administrator.
 - Record layouts for all files and database tables used in the system.
 - Any special backup, restore and/or recovery procedures.
 - At least one thoroughly documented application example, if the vendor supplies an application-programming interface.
 - Interactive, computer-based training or on-line tutorial.
 - Access to a vendor supported Web site containing documentation enhancements, bug reports, patches, etc.
 - Implementation plan and schedule
 - Status reporting
 - Monthly (or other periodic) reports
 - Milestone reports
 - System requirements

8. **Software Warranty and Maintenance.** The vendor must provide West Baton Rouge Parish with a one (1) year warranty period, which will begin when the system is accepted by West Baton Rouge Parish as noted in a formal acceptance letter to the vendor, upon request. The vendor shall warrant all software provided to be free of defects during this one-year period. Any repairs or “bug fixes” required during this period will be made at no expenses to the Parish. All repairs and “bug fixes” must be made in a reasonable amount of time by the vendor in order to avoid going beyond the warranty period.
9. **No “Mandatory Support and Maintenance”.** The Parish is considering only those proposals which give the Parish a CHOICE as whether or not to purchase support and maintenance on an annual basis, on a “time and material” basis, or to opt-out of support and maintenance altogether.
10. **Source Code in Escrow.** The vendor must place and maintain a current copy of the source code as delivered to West Baton Rouge Parish in escrow. In addition, the vendor must indicate that the escrowed software is updated as the source code is modified and that the Parish will be permitted access (at no cost) to the source code should the vendor enter into bankruptcy or otherwise cease to operate or otherwise be unable to provide support for the product. The Parish reserves the right to verify that the item(s) placed in escrow includes the source code for the delivered system. The source code in escrow must be in a format and location acceptable to the Parish. The cost for establishing and maintaining the required escrow account is to be borne by the vendor.

C. Application Software:

1. Objectives
 - a. Automate manual, paper-based processes to increase overall efficiency and productivity with the goal of being a paperless environment.
 - b. Improve the reliability and accuracy of data
 - c. Standardize office procedures and forms
 - d. Adopt high-quality, web-based technology (including a “citizen access portal”) with proven standards for infrastructure and data management
 - e. Provide detailed reporting for all managed areas.
 - f. Ability to provide online permits, online inspection requests, online inspection updates and online payments
 - g. Ability to allow payment tracking by cash and/or check and/or credit card
 - h. OPTION: Ability for payment records to integrate with Parish financial software

2. Security Requirements

- a. Office visitors and online users will have controlled access environments while office staff shall have access to the entire application and data. Office Coordinator and IT Systems Administrator shall have Administrator privileges.
- b. The delivered application shall provide configurable role-based security for all users of the application whether internal to West Baton Rouge Parish, or external
- c. Based upon the user's role, the application shall control which menus, screens, and functions within screens and data are available in read only or edit capacities for that specific role.
- d. User security shall be configurable to West Baton Rouge Parish employees serving as system administrators.
- e. The application must contain an audit trail to trace all changed transactions
- f. The application will have a utility to view/report audit trail transactions
- g. The audit trail shall be configurable

3. Functional Requirements

- a. Application should support digital signature capture and reporting of multiple signatures.
- b. The application provides a method to integrate unlimited graphics, documents, free-form notes, digital images, scanned files and other files to parent records
- c. Application must allow utilization of West Baton Rouge Parish defined drop-down data lists on input forms
- d. The delivered application shall provide large text fields for certain required pieces of information and shall not restrict the data that can be entered into these fields.
- e. OPTION: The delivered application should provide the ability to store geo-coded data and the ability to integrate with our internal ESRI GIS software (ArcGIS 9.2).
- f. The delivered application shall primarily be used for entering permit application information: structural, mechanical, electrical and plumbing permits. The application should also have module OPTIONS for land record management, planning and zoning management, code enforcement and contractor registration management.
- g. The delivered application should provide a means of entering an activity log relating to the facility, permit, inspection, case or event to capture notes or memos.
- h. The application should provide automated data export to external users/systems. The delivered application should facilitate the dissemination of data to the appropriate individuals/systems and should have a method for easily creating data extraction processes and for automatically scheduling or otherwise arranging for these processes to generate.
- i. The application should have a tool to build forms, menus, processes and reports.
- j. The application should include the ability for West Baton Rouge Parish staff to build forms and tailor application to West Baton Rouge Parish specifications.

- k. Custom field creation and definitions should be allowed.
- l. The office should have the ability to create reports and queries based on the custom fields that they have defined.
- m. The application must be hosted at our West Baton Rouge Parish facility on Parish managed server(s), desktops and peripheral devices (or be made available as a “software-as-a-service” solution).
- n. The delivered system should be capable of interaction with Microsoft Office programs, PDF files, HTML files and ASCII files for external use of system data.
- o. The system should have a web-based component
- p. The owning group should have the ability to define required information for each record
- q. The system should have the ability to print forms, certificates, permits and receipts
- r. The system should have the ability to assign time constraints on permits and issues an automatic email notice to the office when the time constraint expires. This is especially important to Temporary Cut-In permits, but might be applicable to other permits as well.
- s. The system should have the ability to create “flags” or “alerts” for addresses or names as appropriate under various circumstances.
- t. The application should capture and allow access to complete permit histories.
- u. The application should allow the definition of multiple permits for a facility that has a main permit number.
- v. The application should have the ability to identify multiple permits held by the same operator
- w. The application should have the ability to automatically generate contractor registration renewal documentation
- x. The system should have the ability to assign inspectors to specific issued permits and track permit and inspection status by dates or inspector
- y. The system should allow queries: methods to view, sort and search by user-selected fields, also allowing for partial and wildcard queries. The system should provide a user-friendly, ad hoc query function that any user can utilize without having to know a programming language. The system should permit users to create queries based on any searchable fields and provide a method for saving queries for later execution. The system should provide the ability to export the results of ad hoc queries to Microsoft Excel, HTML, PDF or ASCII files.
- z. The system should – at a minimum – support Crystal Reports, Access, Word and Excel for report generation. The system should allow West Baton Rouge Parish staff to design operational and managerial reports that meet West Baton Rouge Parish and other requirements. These reports should be able to be generated automatically or on a schedule.

D. IT Technical Requirements:

1. Mandatory/Minimum Requirements
 - a. The proposed system must run on the Parish's existing TCP/IP network.
 - b. Any client code in the proposed system must run on the Parish's desktop and kiosk platforms.
 - c. The vendor must provide a detailed specification list for all hardware required for successful implementation. The vendor is not permitted to include the cost of standard computing hardware, such as client workstations, servers (except for needed SQL servers) or printers as part of their response to this RFP. Rather, the Parish IT Systems Administrator, in accordance with applicable procurement laws, will use the recommended hardware specifications to order hardware through normal Parish purchasing channels.
 - d. Data should be stored in a relational or object-oriented database, meeting the latest industry standards from a major vendor.
 - e. The system's services and data must be accessible through an industry-standard interface, which must be at least one of the following: COM, .NET or ActiveX controls and objects; JavaBeans, JMS, J2EE, XML, ODBC or SQL connectivity; a rich, well-documented API.
 - f. The system should suffer no degradation of service during system backup and maintenance functions.
 - g. The system must be able to be backed-up using Parish standard backup facilities.
 - h. The response time for PC client transactions must be measurable and should not exceed 5 seconds per transaction.
 - i. The system must be capable of importing and exporting data files in a non-proprietary, industry standard format such as ASCII, CSV, XML or Access.

2. Desirable Features
 - a. If a relational database is used, then it is desirable that it be either the latest version of Microsoft SQL Server or Oracle.
 - b. It is desirable that the system has an open interface through .NET or ActiveX controls and objects; or J2EE/Java API.
 - c. The system must be able to handle all transactions which will occur at any time and not just at certain designated times or days.
 - d. The system's security should be integrated into the existing Microsoft Active Directory security model.
 - e. Documentation for any databases must be in the form of ERD or detailed schema.
 - f. The system should not require Administrator rights to run any client code.
 - g. The system should be developed using multi-tier technology.

E. Proposals:

1. **Issuing Office.** This RFP is being issued for West Baton Rouge Parish by the Office of Community Planning & Development. The contact for this RFP is Mr. Kevin Durbin, Coordinator, Office of Community Planning & Development, 880 N. Alexander Ave., P.O. Box 757, Port Allen, LA , 70767; kevin.durbin@wbrCouncil.org; 225-336-2434.
2. **Proposal Due Date.** All proposals are due at 12 noon CST on Friday, August 13th, 2010. Respondents mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Respondents assume all responsibility for timely receipt of proposals. The County is not responsible for internal or external delivery delays which may delay timely receipt of proposal.
3. **Proposals.** To be considered, respondents must submit a complete response to this RFP, addressing all those items that are applicable to the task or tasks for which the respondent is interested in providing services. The respondent must submit one original and two (2) copies of the proposal. We do not desire electronic copies of the proposals. The proposals must be in sealed envelopes and addressed to Mr. Kevin Durbin at the address given above. Proposals MUST be signed. Unsigned proposals will be rejected. Proposers may be required to give an oral presentation to the Parish to clarify or elaborate on the written proposal.

IV. PROPOSAL CONTENT

A. Executive Summary

Respondents must summarize the services they are offering. They shall also include:

- The scope of the work being proposed, the approach to be applied to this migration deployment and what sub-contractors (if any) they may require for each step.
- Vendor's corporate capabilities, project management experience, organization and staffing.
- Overall understanding of the Parish's needs
- Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

B. System Details

Respondents must detail the services they are offering in the description of their migration methodology. For each component, they need to provide a detailed description of their approach, anticipated outcomes, what will be addressed, the time effort, any documentation that

will be generated, what sub-contractors, if any, will be involved, what tasks the sub-contractors will complete, any documents that will be generated by the sub-contractor and the sub-contractor's time effort.

C. Financial Information

Respondents shall provide their most recent audited annual financial statement or other such documentation that is acceptable to the Parish of West Baton Rouge Parish for the purpose of determining respondent's financial standing as an organization.

D. Personnel Resumes

The respondents may be individuals or companies. If the respondent is a company, the respondent shall propose a project team including specific personnel for specific roles. The respondent shall describe recent (with the last two years) experience of the key personnel relevant to any projects of the type, size and scope of this RFP giving examples of at least three similar projects/proposals.

All individuals, or in the case of company staff members (including subcontractors if any) of the respondent's proposed project team, must be named, and a detailed resume must be included for each. The resume must include academic background and degrees (indicate major field of study), professional certifications, previous participation in Louisiana projects, and at least two references (include name, title, organization, address and telephone number) who can attest to the competence and skill level of the individual and a sample of the individual's technical work as appropriate to the skill area.

No changes in the individuals or team staff or specific assignments may be made without the approval of the Parish.

E. Qualifications

Respondents must submit information in sufficient detail to enable the Parish to evaluate its ability to provide the services outlined in the RFP. Proposal must contain:

Full names and addresses of each individual, company or entity involved and if applicable, the branch office or the other subordinate units that will perform or assist in performing the work.

The number of years of relevant experience the individual has or, in the case of a company, the number of years the company has been in existence, the structure of the organization and the primary markets served.

Names, addresses and telephone numbers of two references for whom the respondent has performed similar services. For each project, respondent must indicate the work performed, its duration proposed and its actual duration, the size of the organization relative to the Parish of West Baton Rouge, and the proposed versus actual budget/cost.

F. Price Proposal

Respondents must submit a Cost Summary in the form given in Schedule A. The Cost Summary must demonstrate all fixed price as well as all hourly/daily/extended period rates for any additional services not included in the fixed prices. Pricing must be indicated for customization and optional items. Pricing for the installation, configuration and integration of any additional modules shall be indicated as a separate line item.

V. LEGAL

A. Understandings

Please take notice, by submission of a proposal in response to this request for proposals, proposing entity agrees to and understands:

1. that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the Parish of West Baton Rouge and is not a bid;
2. submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the Parish of West Baton Rouge for the required services;
3. by submitting a proposal, the proposing entity agrees and understands that the Parish of West Baton Rouge is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
4. that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Parish, its elected officials, officers, employees or agents, shall not be binding against the Parish of West Baton Rouge, its elected officials, officers, employees or agents unless and until a formal written agreement for its services sought by this RFP is duly executed by both parties and approved by the Parish Administration Department.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the Parish of West Baton Rouge reserves, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

To reject any or all proposals;

To interview any or all respondents;

To conduct investigations with respect to the qualifications of each respondent;

To supplement, amend, or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP;

To issue additional solicitations for proposals and/or addenda to this RFP;

To waive any irregularities in proposals received after notification to vendors affected;

To negotiate with respondents for amendments or other modifications to their proposals;

To enter into agreements for only portions (or not to enter into agreements for any) of the services contemplated by this RFP;

To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract;

The Vendor may not rely upon oral responses or representations made by the Parish; the Vendor may rely only upon written responses or representations made by the Parish and provided to all recipients of the RFP. Any modification to the RFP shall be made by the Parish, in writing, and delivered to each recipient of the RFP.

The Parish has diligently prepared the RFP and has presented all known, pertinent data as accurately and completely as possible. The Parish does not warrant or guarantee the completeness or accuracy of this information, nor will the discovery of an error or omission therein give rise to any obligation by the Parish to later alter the contract.

B. Incurring Costs

West Baton Rouge Parish is not liable for any costs incurred by respondents in preparation or submittal of the proposal.

C. Proposal Submission

Respondents mailing proposals shall allow sufficient mail delivery time to ensure timely receipt of their proposals. Respondents assume all responsibility for timely receipt of proposal. The Parish is not responsible for internal or external delivery delays which may delay timely receipt of proposal.

D. Proposal Signature

PROPOSALS MUST BE SIGNED by an official authorized to bind the respondent to its provisions. Unsigned proposals will be rejected. For this RFP the proposal must remain valid for at least 45 days.

E. Acceptance of Proposal Content

The contents of the proposal of the successful respondent may become contractual obligations, if a contract ensues. Failure of the successful respondent to accept these obligations may result in cancellation of the award.

F. Oral Presentation / Product Demonstration

Respondents who submit a proposal may be required to make an oral presentation or product demonstration of their proposal to the Parish. These presentations provide an opportunity for the respondent to clarify its proposal, to insure thorough mutual understanding between the parties. The Issuing Office will schedule these presentations, if necessary.

G. Vendor Responsibilities

The Parish will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. All subcontractors are subject to approval by the Parish.

H. News Releases

News releases pertaining to this RFP or the service, study or project to which it relates will not be made without prior Parish approval, and then only in coordination with the Issuing Office.

I. Confidential Information

The systems covered by this RFP contain information that the Parish considers confidential. Accordingly, information contained within these Parish systems may not be disseminated, sold or disclosed. The Parish may require that the vendor execute a confidentiality agreement.

J. Freedom of Information Law

Respondents who have a good faith belief that information submitted in their proposal is protected from disclosure under Federal and State of Louisiana Freedom of Information Laws shall clearly identify the pages of the proposal that contain such information, by properly marking the top of each applicable page: "The respondent believes this information is protected from disclosure under the U.S. and/or The State of Louisiana Freedom of Information Law(s)" and inserting the following notice in front of its proposal:

NOTICE

The data on pages ____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are trade secrets and/or whose disclosure would cause substantial injury to the respondent's competitive position. The respondent requests that such data be used only for the evaluation of the proposal but understands that disclosure will be limited to the extent that the Parish determines is proper under the law.

The Parish assumes no responsibility for disclosure or use of information so identified provided the Parish has made a good faith legal determination that the information is not protected.

K. Independent Price Determination / Non-Collusion

By submission of a proposal, the respondent certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter related to such prices with any respondent; and

Unless otherwise required by law, the prices which have been quoted in the 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; 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.

The respondent, by signing the proposal, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the United States of America, the State of Louisiana and West Baton Rouge Parish and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any Parish employee, officer or official.

L. Respondent Certification

Respondent must complete the Respondent Certification form, attached in this document as Schedule “B”.

M. Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and Parish laws. All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the Parish of West Baton Rouge, the State of Louisiana, or the United States Government. Further, all firms must disclose the name of any Parish, State or Federal employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

N. Affirmative Action Provision

If there are any Federal, State or Parish laws which govern the awarding of this FEMA / GOHSEP grant in relation to Affirmative Action, then by submitting a proposal, the respondent certifies that the responding firm complies with those laws including, but not limited to non-discrimination laws.

O. Authority to Do Business in the State of Louisiana

Any corporation or LLC not incorporated or formed under the Laws of the State of Louisiana certifies, by submitting this proposal, that it has the authority of the State to do business in the State of Louisiana.

P. Vendor Understanding

The proposal and all attachments, additional information, etc. constitute merely an offer to negotiate with the Parish of West Baton Rouge and is NOT A BID. Vendors must indicate their understanding of this by signing the VENDOR CERTIFICATION included in Schedule B and submitting it with their proposal.

Q. Addenda, Interpretation and Answers to Questions

No interpretation of the meaning of the specifications or other contract documents will be made to any prospective respondent orally. Every request for such interpretation must be made in writing, or by electronic mail to:

Kevin Durbin, Coordinator
Office of Community Planning & Development
West Baton Rouge Parish
P.O. Box 757
Port Allen, LA 70767-0757

kevin.durbin@wbrcouncil.org

and be submitted no later than July 28, 2010. Any and all such interpretations or any supplemental instructions or question responses will be in the form of a written addenda to the specifications which, if issued, will be posted on the Parish Web Site <http://www.wbrcouncil.org> (see “Resources”) no later than August 4, 2010. Failure of any prospective respondent to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any prospective respondent from any obligation under his/her proposal as submitted. All addenda so issued shall become part of the RFP document.

R. Basis of Selection

The Parish will award this RFP, assuming all RFPs are not rejected, based on the proposal that best meets our specified requirements. While price will be a factor in consideration of the proposals, it is not the sole criterion. The Parish will evaluate all proposals on the basis of selection criteria that include, but are not limited to the following (in no particular order):

- **Cost:** The terms and fees proposed for the services
- **Commitment:** The credibility of the vendors commitment to provide the requested services, meet or exceed all requirements and provide quality personnel.
- **Experience, Competence and Past Performance:** The vendor’s specific experience and demonstrated ability in providing the services on a scale comparable to that described in this RFP. Preference may be given to vendors with experience providing required services to other governmental entities.

VI. MISCELLANEOUS PROVISIONS

A. Contract

After selection of the successful proposer, a formal written contract will be prepared by the Parish of West Baton Rouge and will not be binding until signed by both parties and approved by the Parish of West Baton Rouge Parish Attorney and the Director of Finance. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE PARISH FOR SUBMISSION TO THE PARISH ATTORNEY AND DIRECTOR OF FINANCE FOR CONTRACT APPROVAL. SAID PARTIES HAVE THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID PARTIES IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE PARISH.

B. Payment

Payment will be made under contract provisions and pursuant to an approved schedule, based upon a claim form submitted by the selected respondent and approved by the West Baton Rouge Parish Coordinator of the Office of Community Planning & Development and authorized by the Parish’s Administration / Accounts Payable representative.

C. Security and Damages

It will be a violation of the provisions of the contract for the vendor or the vendor's employee(s) to remove or alter any record or copy for any purpose other than a backup of on-line data. Furthermore, should it be determined that any equipment or software used by the vendor under the terms of this agreement is damaged, it shall be the vendor's responsibility to repair or replace the software or equipment, without cost to the Parish.

D. Insurance and Liability Requirements Upon Entering Into Contract

Prior to commencing work, the respondent shall obtain, as part of the contract and at its own expense, required insurance as follows: General Liability (\$1,000,000 minimum per occurrence of bodily injury and \$100,000 minimum per occurrence for property damage naming the Parish of West Baton Rouge as additional insured. Coverage shall include Contractual, Independent Contractors/Subcontractors and Products and Completed Operations); Automobile Liability (with the same limits as General Liability. Coverage to include Owned, non-owned and hired autos); Workers' Compensation (with coverage in the statutory amounts); and Professional Liability (with a minimum liability per occurrence of \$1,000,000).

Furthermore, the Consultant shall agree through a contract for the service/product (in language substantially similar to the following) that the Consultant shall indemnify and hold harmless the Parish, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant. The Consultant shall not be responsible for damages contributed to, caused by or resulting from the negligence of the Parish. The Consultant shall agree in the contract (in language substantially similar to the following) that the Consultant shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the contract and to bear all other costs and expenses related thereto.

The insurance companies issuing the policies mentioned above shall have no recourse against the Parish of West Baton Rouge (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy. Insurance coverage in amount and form shall not be deemed acceptable until approved by the Parish of West Baton Rouge, Administration & Finance personnel.

SCHEDULE A – COST SUMMARY FORM

This form is to be filled-out by ALL RESPONDENTS AND INCLUDED WITH PROPOSAL. You may choose to attach additional information in order to clarify your cost proposal.

COST BREAKDOWN OF PROPOSAL, PAGE ONE

A. One-time (or monthly or annual), fixed costs

1. Cost of acquiring or licensing a “Building Permit & Inspection” module (for “out-of-the-box” this will be a one-time fee plus any per month fees; for “software-as-a-service” this should be a per user and/or per month fee)

2. Cost of acquiring or licensing a “Contractor Registration” module (for “out-of-the-box” this will be a one-time fee plus any per month fees; for “software-as-a-service” this should be a per user and/or per month fee)

3. Cost of acquiring or licensing a “Planning & Zoning” module (for “out-of-the-box” this will be a one-time fee plus any per month fees; for “software-as-a-service” this should be a per user and/or per month fee)

4. Cost of acquiring or licensing a “Code Enforcement” module (for “out-of-the-box” this will be a one-time fee plus any per month fees; for “software-as-a-service” this should be a per user and/or per month fee)

5. Annual charge of providing a “Citizen Access” portal

6. Annual charge of providing IVR for inspections

7. Annual unlimited maintenance and support costs, if available (first year maintenance shall be covered by the one-year warranty mentioned earlier)

8. Annual cost of providing an “online payment” option

9. Cost of integrating payment tracking with Parish financial software

10. Other one-time (or monthly or annual) costs

a. _____

b. _____

c. _____

d. _____

e. _____

COST BREAKDOWN OF PROPOSAL, PAGE TWO

B. Hourly costs

- 1. Training costs, per hour _____
- 2. Customization costs, per hour _____
- 3. "Configuration" and/or "implementation" costs, per hour, if separate from customization costs above _____
- 4. Data conversion/cleaning/import costs for existing permit data, per hour _____
- 5. Data conversion/cleaning/import costs for existing land data, per hour _____
- 6. Initial GIS integration costs, per hour _____
- 7. "Support" costs, per hour _____
- 8. Maintenance costs, per hour, after one-year maintenance period has expired _____
- 9. Other hourly costs
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____

C. Estimated Travel and Expenses Cost _____

- D. Discounts, If Applicable (Please detail types of discounts)**
- 1. _____
 - 2. _____
 - 3. _____
 - 4. _____

SCHEDULE B – RESPONDENT CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Parish of West Baton Rouge and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Parish of West Baton Rouge for the required services. The undersigned agrees and understands that the Parish of West Baton Rouge is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Parish of West Baton Rouge, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Parish of West Baton Rouge and approved by the Parish Attorney.

It is understood and agreed that the Parish of West Baton Rouge reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the Parish of West Baton Rouge reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Parish of West Baton Rouge is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Respondent Signature

Date

By: _____
Print Name, Title and Organization

SCHEDULE C – MWBE QUESTIONNAIRE (TO BE COMPLETED AND SUBMITTED WITH PROPOSAL, FOR INFORMATIONAL PURPOSES ONLY)

1. Are you a business enterprise which is owned and controlled by a minority race or women?

No

Yes (a business owned and controlled by a minority race)

Yes (a business owned and controlled by women)

2. If you are a business owned and controlled by a minority race, please specify the minority classification which applies:

Black

Hispanic

Native American or Alaskan Native

Asian or Pacific Islander

3. Are you certified with the Federal Government and/or the State of Louisiana as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

No

Yes (as a MBE)

Yes (as a WBE)

4. Are you certified with the Federal Government as a small disadvantaged business concern?

Yes

No

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person Complying with MWBE Questionnaire: _____

Signature: _____

SCHEDULE D – REQUIRED DISCLOSURE OF RELATIONSHIPS TO PARISH

TO BE COMPLETED PRIOR TO EXECUTION OF A CONTRACT

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SCHEDULE E – CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(1) As required by Federal Executive Order 12549, and prescribed by Federal Regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Consultant is unable to certify to any of the statements on this Schedule, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE F – CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. Sec. 701, et seq. (See 48 C.F.R. Subpart 23.5).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of the employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Authorized Signature

Organization

Title

Date

SCHEDULE G – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Authorized Signature

Title

Date