



CITY OF LONGVIEW

REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

CLOSING DAY AND TIME: Sealed proposals will be received no later than:

4:00 P.M. DECEMBER 4, 2018

MARK ENVELOPE:

RFP # 1819-06 ERP SYSTEM SELECTION

RETURN PROPOSAL TO:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952, 300 W. COTTON (ZIP) 75601
LONGVIEW, TEXAS 75606**

PRE-PROPOSAL MEETING (NON-MANDATORY): NOVEMBER 5, 2018 at 2:00 PM

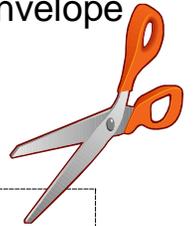
QUESTIONS regarding this solicitation should be directed to Jaye Latch at (903) 237-1324 / purchasing@longviewtexas.gov on or before 5:00 P.M. CST, Tuesday November 20th, 2018. Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website: <http://www.longviewtexas.gov/bids>

Name of firm submitting proposal: _____



INVITATION TO BID

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



SEALED BID ● DO NOT OPEN

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM RFP

No. 1819-06

RFP OPENING: DECEMBER 4, 2018 4:00 P.M. CST

For Information Contact:

Jaye Latch

(903) 237-1324

purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606

or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

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1 Introduction

1.1 Overview

The City of Longview, TX is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City grow and evolve.

Definitions

The following definitions are used in the RFP:

- **Client or City** means the City of Longview, TX
- **Plante & Moran, PLLC**: The City's consultant and co-project manager for the project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **ERP, ERP System Selection Project**, the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.2 City Background

The City of Longview ("the City") is a full service municipality governed by a Council/Manager form of government with approximately 867 full time employees and a \$161.2 million dollar annual budget for FY 2017-2018. The City has been utilizing Tyler's Eden ERP software for nearly 20 years to support administrative functions (e.g., finance, budgeting, purchasing). Over the course of the last several years, many City staff have reported their concerns with lack of functionality and challenges using the current Eden ERP system as it lacks the integrations to other critical systems such as Human Resources, Payroll, Time and Attendance, and Utility Billing. The current systems' functional limitations and lack of integration have forced staff to create exhaustive manual processes and use various shadow systems such as Microsoft Excel to manipulate data in order to meet reporting and management requirements. City staff feel that the current environment does not provide the necessary insight and information into City business that is needed to efficiently meet constituent demands. Therefore, the City of Longview is exploring options available to improve performance and opportunities to better leverage a new software to fully satisfy the City's needs.

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1.3 Current Application Environment

*Legend for Current Applications

Legend Code	Description
R Replacement	The City is intending on replacing this application with the selected solution.
C Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M Maintain	The City is intending on retaining the application, not replacing it thru this effort
I Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*
Eden Financials	General Ledger, Purchasing, Fixed Assets and AP/AR Functions	Finance	R
Millennium Payroll	Payroll System	Human Resources	R
NeoGov	Recruitment and Hiring	Human Resources	I
eCare	Online Payments	Utility Billing/Finance	R
Northstar (Utility Billing)	Water, Sewer, and Garbage Billing	Utility Billing	R
Timeforce Timekeeping	Employee Timekeeping	Payroll	R
Laserfiche	Document Management	IT(Citywide Use)	C
Crystal Reports	Report Writing	IT	R
Bank Reconciliation - Excel	Bank Reconciliation	Finance	R

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Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*
Spreadsheet Server	Report Writing	Finance	R
Excel	Grant Tracking	Grants	R
Event Pro	Convention Center Booking software	Convention Center	I
Cityworks	Permitting and Work Orders	Public Works	I
QuickBooks	Inventory	Inventory	R
Expense and P-Cards – Excel	Expense Report Management/P-Cards	Finance	I
Faster	Fleet Tracking	Public Works	I
BSI	Backflow reporting software	3rd Party	I
Radix	Handheld meter reading software	Utility Billing	R/I
mCare	Utility Billing Service Orders	Utility Billing	R
Firehouse	RMS and scheduling software	Fire	I
Polaris	Library Book Management Software	Library	I
ActiveNet	Parks Management Software	Parks & Rec	I
ISELink InTime	Police Scheduling	Police	R
EZ Office (https://ezhealthcare.com/)	Health Clinic Management	Health Clinic	I
Master Meter – Masterlink Software	Meter readings and route download	Public Works	I
Neptune – N Sight R900 software	Meter readings and route download	Public Works	I
ProfitStars Remit Plus	Utility bill payment scanning tool (scans barcodes on bill stubs and checks)	Utility Billing	R

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Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*
Eden Financials	General Ledger, Purchasing, Fixed Assets and AP/AR Functions	Finance	R

1.4 Current Technical Environment

The City has established technology standards and would prefer to adhere to them as part of the implementation of the ERP System Selection Project. The tables below provide Vendors with a current summary of the City’s network and computing environments, and standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in section 2.21 of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the City’s defined environments
- Recommendations of how best to implement and operate the proposed solution within the City’s defined environments

1.4.1 Summary of Network and Computing Environment

Network Infrastructure Configuration (WAN & Internet)
Hub and Spoke Topology
Data Center
Primarily virtual servers running on vSphere on HPE Bladesystem
Data Network
Fiber Channel
Logical Network
Cisco
Server & Operating System Standard
HPE Bladesystem, HPE Rackmount servers, Server 2012 R2, Server 2016
Storage & Backup Environment
HPE StoreOnce with Veeam w/ storage integration with primary storage
DRP/BCP Environment
Secondary Data center at another location, which is not being utilized as active data center currently.
Workstation Standard
VMware Horizon VDI (primary), HP Desktops and laptops
Web Browser Standard
Chrome, Firefox, IE when necessary
Staffing
10 IT staff

1.4.2 City Technical Standards

Technical Standards	
Backup solution	Veeam
Business application environment	Windows
Desktop hardware	HP
Desktop operating system	Windows 7 and Windows 10
Email system	G Suite (Google)
Firewall	Palo Alto
Geographic information system (GIS)	ESRI
Handheld devices	iPhone/Android
Imaging/content management system	Laserfiche
Interactive voice response system	Paymentus
Internet browser	Chrome, Firefox, IE
Network operating system	Cisco
Relational databases	Microsoft SQL Server
Remote access	VMware Horizon VDI
Server hardware	HPE
Server operating system	Server 2012 R2 & 2016
Server virtualization	VMware vSphere 6.5
User authentication	Active Directory
Virus scanning software	Symantec & Trend Micro
Web server software	Microsoft IIS

1.5 Expected Scope of System Solution

The City is open to considering both fully integrated solutions, as well as best-of-breed solutions for single modules.

- If a vendor is responding to a module with an asterisk (*), all modules with an asterisk must be proposed.
- The City will entertain Best of Breed proposals for modules with three asterisks (***)

The City is asking that responding vendors propose software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

An outline of the desired software system solution has been provided as follows:

Software:

- Accounts Payable*
- Bank Reconciliation*
- Budgeting*
- Cash Receipting*
- Contract Management
- Document Management***
- Fixed Assets*
- General & Technical
- General Ledger*
- Human Resources*
- Inventory Management
- Miscellaneous Billing and AR*
- Payroll*
- Project and Grant Accounting*
- Purchasing*
- Time & Attendance***
- Transparency Portal***
- Utility Billing***

Services:

- **Required Services**
 - Project Management
 - Hardware design and installation consulting
 - Software Installation

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- Data Conversion
- Report Development
- Integration and Interface Development
- Software Modifications
- Implementation and Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Operational Redesign Assistance
- Ongoing Support and Maintenance Services
- **Optional Services**
 - On-Going Hosting Services

Hosting Note: The City prefers an on-premise solution, however is open to considering a vendor-hosted solution. If a Vendor does propose a Vendor-hosted solution, any differences from a City-hosted solution must be clearly delineated in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.6 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Operating Volumes/Standards	
City of Longview, TX	
Population	82,055
Form of Government	Council/Manager
Jurisdictional Area (Square Miles)	54.8
Number of Departments	10
Budget (General Fund)	\$69,628,000
Budget (Utilities)	\$36,351,000
Budget (Central IT)	\$1,488,000
Budget (All Funds)	\$161.2 million
Total Staff (Full time: 1FTE)	867
Total Staff (Part time: 0.5 FTE)	45

Operating Volumes/Standards	
City of Longview, TX	
Number of Total ERP System Users (Total Current)	150
Number of Total ERP System Users (Anticipated Future)	200
Number of Concurrent ERP System Users (Anticipated)	50-75
General Ledger/Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name/Account Mask	Fund/XXX
Chart Segment Two Name/Account Mask	Department/XXX
Chart Segment Three Name/Account Mask	Project/XXX
Chart Segment Four Name/Account Mask	Object/XXXX
Fiscal Year End	September 30
Number of Funds	35
Number of Department Codes	392
Number of Balance Sheet Accounts	1,649
Number of Expense Accounts	6,642
Number of Revenue Accounts	784
Number of Project numbers	740
Number of Manual Journal Entries (Monthly)	112
Number of Cash Accounts	81
Number of Bank Accounts	15 including investments
Number of Annual Check Voids	168
Budgeting	
Budget Entry Model:	Decentralized
Number of Approval Levels	2
Budget Frequency	Annual
Number of Funds Budgeted	34
Fixed Assets	
Fixed asset tagging?	Yes
Fixed Asset Capitalization Threshold	5,000

Operating Volumes/Standards	
City of Longview, TX	
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	No
Number of Blanket Purchase Orders per Month	10-15% of total
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	7,528
Number of Invoices Input Annually	26,900 +
Frequency of Check Runs	Weekly
Check Signature Method	Electronic
Payments Types Supported	Paper Check/EFT (ACH)
Number of 1099s Processed Annually	227
Cash Receipting	
Receipting Model (Centralized or Decentralized)	Decentralized, with centralization for financial reporting (Departments report cash receipts to Finance)
Human Resources and Payroll	
Number of Permanent Employees	865 FT
Number of Part-Time Employees	45 PT
Number of Applicants (Annually)	6,000
Payroll Frequency	Biweekly
Utility Billing	
Major services billed	Water, sewer, sanitation, tax
Number of customers	~31,000
Read Method	AMR (90%), Manual (10%)
Frequency of Billing	Monthly
Number of Billing Cycles	4 cycles
Number of Annual Late Reminders/Notices	75,000-78,000
Number of Annual Shut Offs	4,500

1.7 Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the City. The City’s intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:

- **Minimum Client Software Installations**
Must have provided software for at least three municipalities of similar size and complexity, one of which is in the State of Texas.
- **RFP Response Timeliness**
RFP response is submitted by the due date and time.
- **Response Authorization**
The RFP response is signed by an authorized company officer.
- **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City’s Purchasing Manager to be either a defect that the Manager will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
- **PCI Compliance**
Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

Functional requirements	35
Implementation approach	20
Technical requirements	20
Cost including both initial and on-going	15
General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response	10
Total	100

3. **Round 3 Evaluation:** The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:
- Follow-up questions and answers with the Vendors.
 - On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
 - Reference checking with comparable entities using the Vendor's product.
 - Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

Functionality	30
Service and support	25
Investment and costs	15
Technical requirements	10
Ability to deliver “out of the box” functionality	10
Other value added	5
Vendor Viability	5
Total	100

The City will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City over the long-term.

1.8 Anticipated Timeline Overview

Listed below are dates related to this request for proposal (RFP). In the event that these are changed, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	Tuesday, October 23, 2018
Vendor pre-proposal meeting	Monday, November 5, 2018 at 2:00 PM
Deadline for clarification questions	Tuesday, November 20, 2018 at 5:00 PM
City distributes responses for Vendor RFP clarification questions	Tuesday, November 27, 2018
Vendor proposals due	Tuesday, December 4, 2018 at 4:00 PM
Notification of demonstration dates	January 2019
Demonstrations of software	January – February 2019
Contract negotiations and award	Spring 2019

2 Vendor Proposal Guidelines

2.1 **Deadline for Proposals**

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 4:00 p.m., local time, Tuesday, December 4, 2018** to:

Jaye Latch		Jaye Latch
Purchasing Manager		Purchasing Manager
PO Box 1952	or	300 W Cotton St
Longview, TX 75606		Longview, TX 75601

The Vendor must submit **One (1)** signed, completed, original, **Seven (7) copies**, and **one (1) electronic copy** of the Vendor’s technical proposal and **one (1) original and Seven (7) copies**, and **one (1) electronic copy** of the Vendor’s cost proposal. The first page of the original proposals should be marked “Original” and the first page of the copies should be marked “Copy.” The electronic proposals should also include the following files:

- Longview ERP System Selection - Specifications.xlsx
- Longview ERP System Selection - Pricing Forms.xlsx
- Longview ERP System Selection - Vendor Forms.docx

A technical proposal and a separate sealed cost proposal must be accompanied in the same package. The electronic copy of the Vendor technical proposal response shall include the completed specification worksheets that have been provided in Microsoft Excel. The electronic copy of the Vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the label on page two on the outside of the envelope.

Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier. Proposals received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.2 **Preparation of Proposals**

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and removed from consideration.

2.3 **RFP Clarifications and Questions**

Potential proposers may submit questions to the City about the contents of this document.

All inquiries regarding this proposal must be written and should be **emailed** with a subject line of “ERP System Selection” to: purchasing@longviewtexas.gov

Inquiries regarding the proposal will be accepted up to and including **Tuesday, November 20, 2018 at 5:00 PM local time**.

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2.4 Vendor Pre-Proposal Meeting

A non-mandatory Vendor pre-proposal meeting will be held on Monday, November 5, 2018 from 2:00 PM local time at:

City Hall - Council Chambers
300 West Cotton Street
Longview, TX 75601

Teleconferencing will be available with the following number: 1.888.676.9957, passcode 1346 852
If you are unable to attend, please see section 2.3 for RFP clarification and questions.

2.5 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City. The City reserves the right to accept or reject any and all proposals, in whole or in part at its sole discretion. The City reserves the right to waive any informalities or irregularities in proposals. The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion. Information and/or factors gathered during the procurement process and any other information deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Council.

2.6 Advice of Omission or Misstatement

In the event the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.7 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified. The City will be free to use all information in the Vendor's proposal for its purposes. Vendor proposals shall remain confidential until the City's Steering Committee makes its recommendation to City Council. The Vendor understands that material supplied to the City may be subject to public disclosure under the Freedom of Information Act.

2.8 Award of Contract

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an authorized agent of the City. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of Texas.

2.9 Tax Exempt Status

The City is exempt from paying taxes. The City's Federal Taxpayer ID No. is 75-6000588. All prices should be quoted FOB Longview, TX.

2.10 Advertising

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as necessary to comply with the government.

2.11 Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.12 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred responding to this request for proposal.

2.13 Pricing Eligibility Period

All Vendor proposals must be offered for a term not less than **180 calendar days**. A proposal may not be modified, withdrawn or cancelled by Vendor during this time period following the proposal due date. The City, may purchase a subset of the proposal components with the initial contract. The City requires Vendors to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the City's initial purchase for a period of (3) years from the date of the Vendor's proposal. The price of these components can only be increased by the Vendor during this time by an amount equal to the annual CPI-U adjustment for the CPI region for Longview, TX or 3%, whichever is less.

2.14 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made.

2.15 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City reserves the right to purchase hardware separately.

2.16 Purchase Quantities

The City reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.17 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

2.18 Form 1295

DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. **Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.**

3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

Section	Title
Separate Sealed Document	Proposal Signature Form
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda
Separate Sealed Document	Cost Proposal

3.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should be oriented toward non-technical personnel. The executive summary should not include any information about the cost.

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Vendor Proposal Form** in **section 6.5** of this RFP.

Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, key differentiators, etc.) and organization charts.
2. Your commitment to the public sector marketplace, including the year the solution began being sold to public sector clients.
3. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
4. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
5. If the Vendor is proposing to use subcontractors on this project, please provide Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City has the right to approve all sub-contractors of the Vendor at any time.

3.3 Application Software (Section 3)

If proposing a City-hosted and Vendor-hosted solution, describe any areas where functionality in the two approaches differ.

The Vendor is required to provide a general description of the application and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution, including any unique aspects.
2. For third party products proposed, provide the following for each product:
 - a. Reason a third party product is proposed versus the Vendor's solution/
 - b. Extent to which this third party product is integrated with the Vendor's solution.

3.4 Technical Infrastructure (Section 4)

Vendors should identify where conflicts may exist between their solution and current technologies being used in the City as described in section 1.4.

1. Hardware and Storage Environment
 - a. Describe the proposed computer hardware and storage environment to support the system. If multiple options, indicate which is the preferred hardware platform and why. Provide a hardware configuration which takes into account the size of the City, application modules, database size, and anticipated growth.
 - b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.

- c. Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the City's current WAN and remote computing requirements and indicate what changes are required or recommended.
- d. Describe what, if any, footprint exists on each user's desktop.
- e. What are your guarantees on system performance?

3.5 Vendor Hosted Option (Section 5)

Note: Response to this section is optional.

1. Please describe your **vendor hosting model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, minimum hardware requirements for computers, deployment model (dedicated servers, shared environment, etc.), impact to and requirements of the City's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities. The City of Longview requires that all data is stored within North America.
5. Please describe your **change management**, upgrade, and patch management practices
6. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
7. Describe how you will help the City move to a new operation at the **end of the contract** term or if the contract is terminated.
8. Please provide the total number of clients and end-users utilizing your proposed solution.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

3.6 Implementation Plan (Section 6)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan (similar to a Microsoft Project file) that details how the proposed solution is to be implemented. This implementation plan should include, at a minimum, the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces

7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.

3.6.1 General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a client like the City.
2. The City is interested in a phased implementation approach, with Payroll and Human Resources functionality included in the first implementation phase at a minimum. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
3. Describe your approach towards running parallel systems for a period of time.

3.6.2 Project Management Approach (Section 6.2)

The City expects the Vendor to provide “on the ground” project management resources for the system implementation. Costs for this should be clearly denoted in the pricing section.

Provide an overall description of the Vendor project management approach and projected timing for major phases. Include a high-level work plan for achieving a successful deployment.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The City usually installs required equipment for applications. We are open to other proposals to accomplish a successful deployment. What do you propose for the most effective deployment of hardware, communications and related equipment?

3.6.4 Data Conversion Plan (Section 6.4)

The Vendor is expected to assist the City in the conversion of data to the new system. The City will be responsible for data extraction from current systems and data scrubbing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet. Additionally:

1. Describe your general approach towards data conversion, retention of legacy data, and how you would work with the City to conclude on what should be converted.

3.6.5 Report Development (Section 6.5)

It is anticipated that the Vendor will take the lead on developing any reports required as part of the system implementation. The Vendor is expected to provide technical training on the tools used for report development, database schema and architecture, etc. Provide information on your reporting approach including:

1. Description of available methods of reporting (including business intelligence),
2. Approach to work with the City to identify, specify, and develop any required custom City reports during the implementation.
3. Provide a listing of available out of the box reports.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally will only need to be entered once in the system, and that modules within the system are integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another. Existing City interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included in this section as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported
4. Using the City's current technical environment described above, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. Have you ever interfaced with the CityWorks or Laserfiche system before? If so, include those references on the reference forms provided, in section 8 of your response, including the scope of the interfaces/integrations.

3.6.7 Training (Section 6.7)

The City intends to explore the advantages, disadvantages and costs of two implementation training approaches:

1. End User Training Approach: All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.

2. Train the Trainer Approach: The Vendor will incorporate a “train the trainer” approach where only key City team leads will be trained on their modules and they will train the remainder of the City staff with training materials supplied by the Vendor.

The Vendor should provide an overall description of both training methods (if available as options) and their recommendation, including the following:

1. General timeframes in which both types of training will be conducted
2. Materials that will be provided during training
3. The nature and amount of training to be provided in the following areas:
4. Technical training (e.g., programming, operations, etc.)
5. User training
6. Other staff (e.g., executive level administrative staff)

Additionally, please provide information on the following:

7. Options for online training versus in-person classroom training
8. Opportunities for ongoing training post go-live (e.g. new hires, refresher training)

3.6.8 Change Management Approach (Section 6.8)

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management, including any unique approaches or tools that will be used.

3.6.9 Testing (Section 6.9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

1. System testing
2. Integration testing
3. Stress/performance testing
4. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

The City wishes to implement operational improvements. Vendors are requested to describe their approach towards operational redesign. In addition, please describe your organization’s capabilities to assist in a Citywide redesign of the chart of accounts.

3.6.11 System Documentation and Manuals (Section 6.11)

The Vendor is expected to provide user manuals and online help for use by the City as part of training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery as part of your solution.

3.6.13 Knowledge Transfer (Section 6.13)

Describe the process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application.

3.7 Staffing Plan (Section 7)

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during the project. Identify the roles and responsibilities of each component of this structure.
3. Please provide an overview of the City staff that are expected to be committed to the project implementation, in table format. This overview should clearly delineate business versus technical staff, and represent commitments in terms of FTEs.

3.8 Ongoing Support Services (Section 8)

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips)
 - c. Telephone support
 - d. Help Desk services (Provide a service level agreement for your help desk if it exists. Include any limits on the number of staff who may call in.)
 - e. Users group (i.e. overview, location, and timing).
 - f. Online knowledgebase
2. Describe your maintenance programs and options with associated pricing.
3. Provide an overview of the update process, including major version updates and patches. Include the process, as well as the frequency they are released.
4. How can the City change their configurations without Vendor involvement?
5. Please provide an overview of the City staff that are required for ongoing application support, in table format. This overview should clearly delineate business versus technical staff, and represent commitments in terms of FTEs.

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 3 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach explanation pages if necessary. Include any costs associated with modifications in the Microsoft Excel pricing spreadsheet as well. **Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.**

3.10 Client References (Section 10)

The Vendor must provide at least three to four references of similar scope from clients that are similar in size and complexity to the City in the format provided in **section 6.6**. The City also requests a listing of all municipal clients. If the Vendor is proposing a vendor-hosted solution, at least one of these references should be Vendor-hosted.

3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution. Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to this RFP, it shall be so stated in its proposal, with all deviations grouped in a separate section entitled, "exceptions/deviations from proposal requirements." Objections or deviations expressed in other parts of the proposal, either directly or by implication, will not be accepted, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

1. Contract terms and conditions compliance checklist
2. Contract terms and conditions compliance checklist – Exception explanation
3. Proposal Signature Form
4. Non-Collusion Affidavit
5. Minimum Criteria
6. Vendor Proposal Form
7. House Bill 89 Verification Form
8. Offer Statement and Business Information
9. Conflict of Interest Form
10. For Vendors proposing a hosted solution, please supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

3.14 Addenda (Section 14)

Include all original, signed copies of addenda in this section.

Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the proposer to obtain a copy of all addenda pertaining to this RFP.

3.15 Separate Sealed Cost Proposal

One (1) original cost proposal, **Seven (7) copies** of the cost proposal, and **one (1) electronic copy** of the cost proposal shall be submitted in a separate sealed envelope labeled “Cost Proposal”, with the technical proposal. Pricing forms must remain in the original Excel format—failure to do so may result in disqualification of the proposal. If additional pricing forms are provided in the Vendor’s proprietary format, evaluation will still be performed based on the costs in the included Microsoft Excel form.

- The City will not consider time and materials pricing. Vendors shall provide firm and fixed pricing and denote if each cost is one-time, annual, or other.
- The Vendor shall provide price information for each component of the proposed solution, as well as any modifications necessary to fully comply with the RFP specification response.
- In the event the product or service is not included, the item should be noted as "No Bid". It is assumed that all items are “no bid” in the Module Information tab **unless licensing information is input.**
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or “included.” Otherwise, it will be assumed the item is “No Bid”
- Vendor shall provide prices in U.S. dollars.
- For software license fees, Vendor shall clearly define the license type (i.e. named user vs. concurrent user), number of licenses, and version of software licensed in the Module Information tab.
- To the extent possible, Vendors shall show any applicable discounts separately.
- Although the City prefers that Vendors provide separate prices for each item, the Vendor may present alternatives (i.e. bundled pricing) if such pricing would be advantageous to the City. In this case, please describe where the component costs are included using the Module Information tab. The linkages described in this worksheet are assumed to be consistent for costs in the Application Software, Implementation Services, End User Training, and Train-the-Trainer Training tabs, unless otherwise stated.

Please note: Pricing workbook should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.

The City prefers an on-premise solution, however is open to considering a vendor-hosted solution. As such, the City is requesting proposals to include detailed information regarding the Vendors hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

4 Functional Requirements

4.1 Introduction

The requirements in this section contain the desired functionality of the requested software solution.

Identified in the attached Excel spreadsheet are the requirements/specifications that must be addressed by the vendor's proposal. These requirements are mandatory in implementing the solution as defined in section 1.6. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

“H” – High:	This is a feature that the City requires in the future solution.
“M” – Medium:	This is a feature that the City would like in the new system, but is not an absolute necessity.
“L” – Low:	This would be a feature that, while of interest, is not applicable at this time or is something that could be a future deployment.

Each vendor should review the specifications listed and respond with their availability within the Vendor's proposed solution. The responses should be entered under the **“Availability”** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools. The cost for this is either provided in the cost proposal, or included at no additional cost.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, which may have an impact on future upgradability. Any costs for this modification are included in the cost proposal.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur <u>within 1 year</u> of the proposal response. The cost for this is either provided in the cost proposal, or included at no additional cost.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the City to secure the specification, if necessary. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name or software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automatically filled values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.

5 Contract Terms & Conditions

5.1 Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Texas. All duties of either party shall be legally performable in the State of Texas. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for Gregg County, Texas.

5.2 Indemnification

- A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.
- B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within thirty (30) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

5.3 Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

The Client, at its option, may require the Vendor to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the state of Texas) workers compensation and liability insurance for all Vendor staff and representatives involved in the provision of Services by Vendor. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by Texas law.

The Vendor agrees to indemnify, hold harmless and defend the Client and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish the Client with evidence of valid commercial general liability insurance coverage in the amount of one million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the Client installation. The Client shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by Texas law. The insurance policy shall be initiated prior to the installation of the system and maintained until Final Acceptance of the system by the Client according to the prescribed procedures. The Vendor shall furnish to the Client a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the Client by registered or certified mail shall be included.

5.4 Public Information Act

Vendor acknowledges that Client is a governmental entity and that all documents, plans, drawings, photographs, data, and other information prepared for or furnished to Client by Vendor (and Vendor's professional associates and consultants, if any) may be subject to the Texas Public Information Act and/or any other such state, federal, or local laws as may govern information held by the Client. Vendor shall not restrict or otherwise inhibit Client from complying with the Texas Public Information Act and/or any other such state, federal, or local laws as may govern information held by the Client.

5.5 Funding Out

This Agreement shall terminate at such time, if any, that the City Council fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

5.6 Software Warranty

The Vendor will be expected to warranty that it has the rights to provide all software and other intellectual property that it will supply under the contract. The Vendor will be expected to indemnify the City in this regard.

5.7 Source Code Escrow

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.8 Warranty Pertaining to Hardware Recommendation

Vendor represents and warrants that all Software provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.9 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within one (1) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day.
- If Vendor and Client are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a ten percent (10%) credit against the Annual Fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within two (2) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the Annual Fees, per incident.

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within one (1) business day.
- Resolution time limit – Vendor shall use its best efforts to resolve within two (2) business days.
- Penalty for not adhering to time limits - Client shall receive a two percent (2%) credit against the Annual Fees, per incident.

5.10 Future Releases/Upgrades

Client shall be entitled to future releases and upgrades, whether of a “minor” or major” nature, of Software for no additional cost beyond the Annual Fees delineated in Exhibit <##>.

5.11 Provision of Client Data upon Termination

Upon termination or non-renewal of this Agreement, Vendor will promptly provide Client data to Client then residing in Vendor's hosted environment. The Client data shall be provided in ASCII or such other format as may be mutually agreed. Such Client data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again seven (7) days after date of expiration or termination, as applicable.

5.12 Transition Services

Upon expiration or termination of this Agreement, upon Client's request, Vendor will cooperate with Client and provide services that are reasonably necessary to effectuate an orderly transition to a new system, solution, or provider; provided that Client shall pay Vendor's then-current rates for such services. Such cooperation and services shall include assistance with data conversion and, at Vendor's option may include the provision of file layouts to Client on a confidential basis for the purpose of identifying the data Vendor provided to Client.

5.13 Right to Outsource

Software licensed/subscribed to Client may be used by a third-party vendor hired by Client to perform outsource services on Client's behalf.

5.14 Use of Software by Personnel Who Are Not Employees

Client's consultants, contractors, external customers, and business partners may access and use the Software under the Client's direction.

5.15 Disaster Recovery & Disaster Recovery Testing

There will be no additional software costs to process at another site in the event of a disaster that shuts down the primary location where the Software is hosted or for testing at the disaster recovery site.

5.16 Warranty Pertaining to Hardware Recommendation

Vendor represents and warrants that all Software provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.17 Payment Terms

It is expected that certain payments will be made to Vendor by Client upon delivery of the Software with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule. Vendor shall submit to the Client an invoice in a form agreeable to

the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

5.18 Annual Fees

Annual Fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Southwest region or three (3%), whichever is less, for as long as Annual Fees are paid and this agreement between the Client and the Vendor is in effect. Vendor agrees to send an itemized invoice to the Client at least 90 days before Extended Services is up for renewal.

5.19 Solution Longevity

The Vendor certifies that the Software will remain available and fully supported by Vendor for a minimum of ten (10) years from the date the Agreement is signed and that any material changes to Vendor's company or products will not affect the Client's implementation or Extended Services of the Software as long as Client pays the Annual Fees.

5.20 Successor Software Products

In the event Vendor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within seven (7) years of contract signing, Client may transfer the license/subscription for the Software to the Successor Products for no additional Vendor license/subscription fees. In such event, Client shall pay the then-current Annual Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.21 Functionality Replacement

The Client maintains the rights to the Software functionality that is licensed/subscribed to herein, even if that functionality later gets renamed or rebundled by Vendor.

5.22 Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Vendor ("Designated Staff"). In the event that a Designated Staff of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within ten (10) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated to fill this representative vacancy, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.23 Vendor Access

The Vendor warrants that no 'back door' password or other method of remote access into the Software code exists. The Vendor agrees that any and all access to any Software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

5.24 Software Interfaces

Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the terms or warranties herein.

5.25 Penetration Testing

Vendor conducts annual penetration testing of the production network and/or web application. Vendor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Vendor will provide Client with a written or electronic record of the actions taken by Vendor in the event that any unauthorized access to Client database(s) is detected as a result of Vendor security protocols. Further, Vendor recognize that Vendor is storing confidential Client data and any breach of security could have a detrimental impact on Client. The Client requires breach notification when residents' computerized personal information is accessed and acquired without authorization. In the event there is such a breach, Vendor will notify Client immediately while the issue is remediated. Vendor will indemnify Client for all costs reasonably incurred by Client due to a breach of security determined to be the result of Vendor's negligence, subject to the limitation of liability in the Agreement. Vendor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at Client's written request. Client may not attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Vendor network and systems (hosted or otherwise) is prohibited without the prior written approval of Vendor's IT Security Officer.

6 Contract Terms & Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page.

#	Title	Comply	Exception	Not Comply
5.1	Applicable and Governing Law Clause			
5.2	Indemnification			
5.3	Insurance			
5.4	Public Information Act			
5.5	Funding Out			
5.6	Software Warranty			
5.7	Source Code Escrow			
5.8	Warranty Pertaining to Hardware Recommendation			
5.9	Resolution and Response Time Warranty			
5.10	Future Releases/Upgrades			
5.11	Provision of Client Data upon Termination			
5.12	Transition Services			
5.13	Right to Outsource			
5.14	User of Software by Personnel Who Are Not Employees			
5.15	Disaster Recovery & Disaster Recovery Testing			
5.16	Warranty Pertaining to Hardware Recommendation			
5.17	Payment Terms			
5.18	Annual Fees			
5.19	Solution Longevity			
5.20	Successor Software Products			
5.21	Functionality Replacement			
5.22	Control of Sub-Contractor, Project Team, and Project Manager Designation			
5.23	Vendor Access			
5.24	Software Interfaces			
5.25	Penetration Testing			

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6.1 Contract Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception

7 Proposal Forms

7.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor’s proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Minimum Criteria
- Proposal Signature Form
- Non-Collusion Affidavit
- Vendor Proposal Form
- Client Reference Form
- Pricing Forms
- Verification 89 Form
- Offer Statement and Business Information
- Conflict of Interest Form

7.2 Minimum Criteria

As noted in section 1.8 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
Minimum Client Software Installations	
Must have provided software for at least three municipalities of similar size and complexity, one of which is in the State of Texas.	
RFP Response Timeliness	
RFP response is submitted by the due date and time.	
Response Authorization	
The RFP response is signed by an authorized company officer.	
Response Completeness	
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City’s Purchasing Director to be either a defect that the Director will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	
PCI Compliance	
Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.	

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7.3 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Longview, TX:

PROPOSAL: ERP System Selection

\$ _____
(Total price spelled out in words)

\$ _____
(Total figure in numbers – must equal the figure on the Pricing Form)

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response and official capacity)

(Names of principal officers:
designate official capacity)

(If partnership or assumed name,
indicate name of owners)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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7.4 Non-Collusion Affidavit

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL
NON-COLLUSION AFFIDAVIT**

STATE OF: _____

CITY OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ (Name) (Title)

Of _____ the proposal responder that has
(Company)

submitted to the **City** a proposal for a **ERP System Selection** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____, _____.

(Day) (Month) (Year)

(Notary Public)

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7.5 Vendor Proposal Form

Vendor name:	
Software brand name:	
Software version proposed & number of years in production:	
Is Vendor prime contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1. How do you guarantee the services provided by your company?

2. Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).

3. How many fully operational (i.e. Live) customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?

	Texas	Nationally
Local government		
Other public sector		
Other non-public sector		
Overall:		

4. How many fully operational customer installations (i.e. Live), of all versions, has the Vendor completed?

	Texas	Nationally
Local government		
Other public sector		
Other non-public sector		
Overall:		

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5. How many current system implementations of your solution are *in-process* within both the State of Texas and the Vendor-defined region of the Country that includes the State of Texas?

Current in-process Implementations	
State of Texas	
Region	
Total:	

6. Where is the Vendor's closest support facility/sales office to Longview, TX?

7. Where is the Vendor's company headquarters?

8. Please list the Vendor's sales in the previous three years:

Year	Sales
2017	
2016	
2015	

9. How many total employees does the Vendor have in each of the following categories:

Area	Number
Sales/Marketing	
Management/Administration	
Help Desk Staff	
Development Staff	
Other	
Total:	

10. What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?

Rates for Additional Implementation Assistance	
Skill Set	Hourly Rate
	\$ / hr.
	\$ / hr.
	\$ / hr.

11. Please indicate two separate potential visits of four consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.

Demonstration Date Options		
Option	Visit #1	Visit #2
Week of January 21, 2019		
Week of January 28, 2019		
Week of February 4, 2019		

12. What would be the Vendor's preferred comparably sized, site visit location?

13. What is the total duration of your proposed implementation approach?

14. Please list all third party solutions proposed.

15. The City is interested in working with a third party to print around 300 payroll checks monthly. If you have worked with third party vendors who provide this service, please provide their name and contact information below, along with pricing (if available).

16. What database are you proposing?

17. Is the solution hosted by the vendor or a third-party?

18. Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

19. What is the query tool and report writer that Vendor is proposing?

20. What is your recommended approach to training (End-user vs. train the trainer), for this City, and why?

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21. Identify the degree to which Vendor staff will be onsite versus off-site during the project.

22. Will the vendor contractually agree to:

Contractual Inquiry		
Term / Condition	Yes	No
Provide <u>on-site</u> staff for training and implementation		
Non-performance hold-backs?		
Payment hold-backs until fully operational and formally accepted?		
Allow the City to approve Vendor staff assigned to help with implementation?		
One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires		

23. Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.)

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7.6 Client Reference Form

Vendor name: _____
Customer name: _____
Customer contact: _____
Customer phone number: () _____
Customer E-mail address _____
System which Solution Replaced _____

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

7.7 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including overall Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required other than comments)
- Module Summary (no direct input required other than vendor-defined modules if desired)
- Module Information
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services

7.8 House Bill 89 Verification Form

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this RFP, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

**CITY OF LONGVIEW
House Bill 89 Verification**

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

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7.10 Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.