

Corpus Christi, TX

**Request for Proposal
For An**

Enterprise Resource Planning System

RFP # BI-0029-13

Issue Date: October 5, 2012

**Closing Date: 12:00 p.m. (Noon) Central Time
on November 2, 2012**

**Pre-Proposal Meeting (Mandatory): 2:00 p.m.
Central Time on October 15, 2012**

Proposal Submission

Proposal Due Date: Before 12:00 p.m. (Noon) Central Time on November 2, 2012

Submit Proposal: Submit, via PublicPurchase.com, an electronic version of the technical proposal and any supporting documentation, including the following files:

ERP RFP BI-0029-12 - Specifications.xlsx
ERP RFP BI-0029-12 - Pricing Forms.xlsx
ERP RFP BI-0029-12 - System - Vendor Forms.docx

Important Notice:

Effective immediately upon release of this request for proposal (RFP) and continuing through a vote of the Corpus Christi City Council regarding the recommendation to award a contract, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Paul Pierce
Procurement Manager
City of Corpus Christi
Fourth Floor
1201 Leopard Street
361-826-3164
paulp@cctexas.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	October 5, 2012
Vendor pre-proposal meeting	October 15, 2012 2:00 p.m. Central Time (CT), MIS Conference Room, City Hall, 4 th Floor, 1201 Leopard Street, Corpus Christi, Texas OR Proposers may join via conference call by dialing: 605-475-6720 and entering access code: 559299.
Deadline for clarification questions	Due before 5:00 p.m. Central Time (CT) on October 19, 2012
City distributes responses for Vendor RFP clarification questions	On or before approximately October 24, 2012
DUE DATE FOR PROPOSALS	Due before 12:00 p.m. (Noon) CT on November 2, 2012
Notification of demonstration dates	November 12-13, 2012
Demonstrations of software	Selected Vendor "A": November 26 & 27, 2012 Selected Vendor "B": November 28 & 29, 2012 Selected Vendor "C": December 3 & 4, 2012
Site Visits and other due diligence	November/December
Best & Final Offers Due	The City may select up to three vendors: Selected Vendor "A": December 4, 2012 Selected Vendor "B": December 6, 2012 Selected Vendor "C": December 11, 2012
Contract negotiations	December 17 – December 19, 2012
Anticipated date of award of contract before the Corpus Christi City Council	January 8, 2013

1 Introduction

1.1 Overview

The City of Corpus Christi, 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.

The following visual depicts the solution set of software that the City is considering for purchase as part of this solicitation as follows:

- **Core Functionality** - City intends on replacing this software as part of this project
- **Expanded Modules** - Represents either a new module or an existing module that is being considered as part of this project
- **System Interfaces** – Current City software where integration is needed
- **Outside Agency/3rd Party Interface** – Interfaces desired with outside agencies



1.2 Definitions

The following definitions are used in the RFP:

- **Client or City** means the City of Corpus Christi, 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**, the system, or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.3 City Background

The City of Corpus Christi, TX has an estimated 305,000 residents and is located on the Gulf of Mexico. It is the seat of Nueces County and the 8th most populous city in the State of Texas. The City’s FY 2013 budget is \$730.4 million and the city employs over 3,000 full and part time staff. Corpus Christi is a full service city providing administration, planning, code enforcement, public works, transit, gas/water/sewer utility, airport, marina, parks and recreation, and public safety police and fire services. The City is also the home of the Port of Corpus Christi, the 5th largest port in the nation.

The City currently operates Oracle’s PeopleSoft system for its Enterprise-Wide Resource Planning system (ERP), which includes financial, procurement, human resources, and payroll functionality. In addition, staff utilize several shadow systems for calculations not performed within PeopleSoft and tracking information not retained within PeopleSoft. These shadow systems include Microsoft Office Suite products as well as other Commercial Off The Shelf (COTS) software modules, such as Maximo and M4 for asset (facilities) and fleet management, respectively. The City implemented PeopleSoft approximately 14 years ago. The City recognized that its current PeopleSoft environment is aging and is becoming difficult and expensive to maintain. The City would like a newer system that is just as robust, easier to support, and has more recent ERP functionality (e.g., self-service capabilities and workflow functionality).

1.4 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?*	Expected ERP Module
Geoblade	Addressing	Development Services	C	
Kronos / Teletime	A Kronos application. 79 time clocks throughout the City. Most staff use badges to swipe in and out. Some staff can call Teletime to clock in and out. The interface provides total biweekly hours to PeopleSoft.	Finance	C	
ScoreCard Data System	Dashboard, Balanced Scorecard metrics	Finance	C	
Word/Excel	Correspondence	Finance	C	
Firehouse	Brings over firefighters' scheduled time and exceptions.	Fire Department	C	
M4	Fleet Management; Invoicing	Fleet	C	
Real Time Labor Guide	Repair Time Estimator	Fleet	C	
TRAK	Fuel transactions	Fleet	C	
Access (Par Score)	Tracks physical exams and test scores for Police and Fire Departments. The City is interested in learning more about NeoGov for this purpose.	Human Resources	C	
Cognos	Business Intelligence Query Tool	MIS	C	
Laserfiche	Storage of scanned documents. Expectation for future ability to recognize text within scans for query capabilities.	MIS	C	

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
FoxPro	Used for Home Delivered Meal Program; tracking number of delivered meals; route sheets for drivers. City is interested in replacing this with something GIS-based.	Parks and Recreation	C	
Latchkey on CCTexas.com	Online registration and payments; generates reports; generate tax reports for child care payments; assist in tracking of TWC scholarship funding and snack program grant funding. City is interested in replacing and considering using RecPro, but RecPro does not have certain fields that are needed for registrations forms.	Parks and Recreation	C	
Leapingware by Voltrax	Senior Companion Program monitors volunteers and hours to process payroll for companions. 2 users with 2 computers. City is interested in replacing this with something GIS-based.	Parks and Recreation	C	

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
RecPro	Facility rentals, league/team registrations, course registrations, online registration and payments, monitor family recreation activities, memberships	Parks and Recreation	C	
Power DMS	Distribute and electronically acknowledge policies	Police Department	C	
FOS	Third party utility billing service	Utility Billing	C	
Primavera	Project costing/management - Time Integration and Project Integration	Engineering	I	
AP Technology	A text file is exporting from PeopleSoft to AP Technology for printing paychecks	Finance	I	
CPR/BSC (Balanced Scorecard)	Performance Management - Data derived from city business systems (police/fire, CAD, Maximo, PeopleSoft Financials/HR, HTE, etc.	Finance	I	
Legistar	Research for certification of funds; Council Awards	Finance	I	
PublicPurchase.com	Online Bid and Quote Management	Finance	I	
PublicSurplus.com	Auction Services	Finance	I	
FuelFocus	Fuel Management - Oil/lube inventory	Fleet	I	
Inform	Fuel Inventory Management	Fleet	I	

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
Watch Captain	Marina Management	Marina	I	
Maximo	Work and Asset Management Software - workorders to track on-job-training, which interfaces with "zones" and "subzones" in PeopleSoft to determine skill based pay. Also used by departments for tracking operations and construction projects.	MIS	I	
Court Management System	Case management. By Infosol, Inc.	Municipal Court	I	
Parking Lot Revenue Control System	Parking Fee Collection System	Airport	M	
WebQA	Code Enforcement case management	Code Enforcement	M	
Al Fresco	Large project document sharing	Engineering	M	
Progress Reporter	Project Specific Timesheets	Engineering	M	
QuickBase	Performance Management and Project Monitoring - Monitor departmental, assistant city manager, and city manager execution of the business plans and city council goals. (Mission Element Monitoring)	Finance	M	
Microsoft CRM	Task Tracking	MIS	M	

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
Excel, Word, PowerPoint, and Publisher	Compile various information for Budget	Office of Management and Budget	M	
Intergraph	Computer aided dispatch record management system	Police Department	M	
Laboratory Information Management System	Case tracking for lab work	Police Department	M	
E-Gov	Project history review	Development Services	R	Project Accounting
Access	P-Card Administration	Finance	R	Purchasing
Access	Reporting	Finance	R	General Ledger
Access	Track all the City debt – maintain bond database	Finance	R	Debt Management
Adobe Acrobat	Utilize Adobe to publish the CAFR; Convert Excel and Word docs to Adobe to produce the CAFR in web and hard-copy publishable form	Finance	R	General Ledger
CCER	P-Card Administration	Finance	R	Purchasing
Central Data Stage (an IBM product)	Moves the budget between the Budget and Finance modules	Finance	R	Budget

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
Excel	Build CAFR reports; Type A financial reporting; Utility Trust Funds on the spreadsheet; Code of ethics; Utility Rate Model (downloads form PeopleSoft module, THE	Finance	R	General Ledger
Excel	Capital asset schedules, including descriptions and accumulated depreciation	Finance	R	Capital Assets
Excel	Closed Projects List, Project Activity Logs, Retainage Tracking, Encumbrance Tracking, Bond Tracking	Finance	R	Project Accounting
Excel	Emergency Inventory	Finance	R	Inventory
Excel	Longevity Pay	Finance	R	Payroll
Excel	Projecting and managing debt payments	Finance	R	Debt Management
Excel	Reformat information pulled from PeopleSoft	Finance	R	General Ledger
Excel	Reversing NSF checks	Finance	R	Accounts Receivable
Excel	Track/report grant specific categories of expenditures	Finance	R	Grant Accounting
Excel	Travel Reimbursement Tracking; P-Card Expenditures Tracking	Finance	R	Payroll or Accounts Payable

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
HTE (SunGard)	Accounts Receivable module (Utility system, benefits billing, development services, permits, etc.)	Finance	R	Accounts Receivable
Risk Master	Accounts Payable - Risk Management check generation	Finance	R	Human Resources
SQR	CAFR - Annual leave liability report and other reports; Cost of Living Adjustments (COLAs)	Finance	R	General Ledger
SQR and Excel	Annual leave liability report and other reports	Finance	R	Payroll
Tracker	Used for investments	Finance	R	Investment management
Word/Excel	Bid/RFP Creation, bid tabulations, RFP matrices and response tables	Finance	R	Purchasing
DCFWin	Mobile Time Entry	Fleet	R	Time and Attendance
Access	Drivers' License checks and reporting to Vehicle Accident Reporting Board. Downloading and deciphering information from the State of Texas's database.	Human Resources	R	Human Resources
Excel	Benefits calculations and tracking	Human Resources	R	Human Resources
Excel	Disciplines	Human Resources	R	Human Resources
Excel	Position control, Catastrophic leave pool, "Career Ladder"	Human Resources	R	Human Resources

Current ERP Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
Excel	Tracking of FMLA, grievances, EEOC complaints and claims, and unemployment claims	Human Resources	R	Human Resources
SQR	Cost of Living Adjustments (COLAs)	Human Resources	R	Payroll
Crystal Reports	Forms reporting; packing slip generation	MIS	R	Reporting
nVision (PeopleSoft)	Custom financial reports, including for grant purposes	MIS	R	Reporting
Oracle SQL Database	Query database to write repots not available in other systems (Bid/RFP Contract Administration; Supply and Service Agreements)	MIS	R	Reporting
PeopleSoft	Enterprise-wide Resource Planning (ERP) System	MIS	R	Core Financials, Human Resources, Payroll
VisiFlow (Workflow DMS)	View scanned journal entries with backup; View scanned vouchers with backup; View and print invoices for capital outlay by voucher #	MIS	R	Document Management
Excel	Analysis of expenditures, year-to-year comparisons; ratio/ statistical analyses, and budget forecasting	Office of Management and Budget	R	General Ledger

1.5 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. 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 3.4 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

1.5.1 Summary of Network and Computing Environment

Network Infrastructure Configuration (WAN & Internet)
<ul style="list-style-type: none"> • City of Corpus Christi's computer network encompasses 126 physical sites. • Of the 126 sites, most are connected to the main data center using fiber optic cable, creating (2) 1GB connections with the few remaining sites are connected at 1.5 Mbps (T1) (leased bandwidth network) or a wireless network. • The WAN is use for the transport of traditional data, voice, and video traffic. The core of the network is anchored by Cisco 6500 core switches. There are approximately 500 switching devices on the network and the age of the equipment ranges from 18 months to 10 years old.
Data Center
<ul style="list-style-type: none"> • The Primary Data Center is at City Hall. • Redundant HVAC systems are in place. All of the servers are on generator circuits and UPS units. • The data center is protected with a door access control system (swipe card, proximity card, biometric etc.)
Server, Storage, & Backup Environment
<ul style="list-style-type: none"> • There are approximately 265 servers on the City's network. 150 are physical servers and 110 are VMware Virtual machines. The breakdown of the server environment is as follows: 75-80% Microsoft, 10% Redhat Linux, and 10% Suse Linux. File and print servers is primarily and the windows servers. There is one Netware 6.5 server that hosts fax services and used for old file system restores. • The organization has standardized on the use of Dell servers & storage for its requirements. All new servers are purchased with a 4-year warranty and are replaced approximately every four years.

- The servers are built with some level of redundancy e.g. dual power supplies or mirrored disks.
- A Xiotech 7000 at City Hall is the primary SAN and a secondary units is located at the Police Department.
- The two SANs have a combined capacity of 72 TB after using RAID6 configuration for data protection (proprietary RAID setup).
- Backups are performed to both Virtual Tape Library (VTL, Disk-to-Disk) and to a tape library.the City has a patch management policy in place that dictates deployment of Server patches in an orderly manner.
- All of the servers are protected with an Antivirus/antimalware program and signature updates are performed several times a day.
- Microsoft Exchange 2010 is the email system that they city currently uses. There are 2500-2700 mailboxes in use. THE city is considering outsourcing its email to a 3rd party.

DRP/BCP Environment

- A formal disaster recovery plan (DRP) does not exist. A Disaster Recovery Planning project is in process but is not fully completed.
- Accounts access requires a two factor authentication technology.
- There are no hardware vendor contracts that would allow the City to procure equipment in the event of a disaster. The City would have to scramble to procure the necessary hardware and software in a disaster situation such as hurricane or flood.

Workstation Standard

- There are approximately 3500 workstations throughout the organization.
- The organization has standardized on the use of Dell workstations and laptops.
- The City is using a combination of Windows XP and Windows 7.
- Workstations are configured to update (patches) automatically. All of the workstations have antivirus/anti spyware protection on them.
- Microsoft Explorer v8 is the standard browser on all workstations.

Current ERP Application Influences

- Microsoft SQL, Informix and Oracle database are used in the organization. The current ERP database is Oracle.
- Current Applications:
 - Peoplesoft (HRMS/Kronos)
 - Peoplesoft (Financials)

<ul style="list-style-type: none"> o Peoplesoft (Budget) o H.T.E. (Utility Billing, etc.)
Staffing
The City has an internal staff, but has access to an external services provider to assist with projects when necessary. There are approximately 99 FTE's in the department. Of those 99 there is a staff of 8 FTE's that support the PeopleSoft application

1.5.2 City Technical Standards

Technical Standards	
Backup solution	EMC Avamar
Business application environment	Web-based for Enterprise
Desktop hardware	Dell
Desktop operating system	Windows XP and Windows
Email system	Exchange 2010
Firewall	Cisco Pix
Geographic information system (GIS)	ESRI
Handheld devices	Intermec CN70
Imaging/content management system	NetDMS (Laserfiche and
Interactive voice response system	Selectron
Internet browser	Internet Explorer 8, 9, Firefox
Proxy server	Weblogic (reverse)
Relational databases	Oracle, MS-SQL, and
Remote access	Cisco VPN (external), RDP, ssh (internal)
Report writer	Crystal Reports
Server hardware	Dell
Server operating system	Windows 2008 R2
Server virtualization	VmWare ESX 4i
User authentication	Active Directory
Virus scanning software	Kaspersky AV
Web server software	WebLogic, Apache, IIS

1.6 Other Planned Technology Initiatives

The City is planning on replacing the Municipal Courts software. This may be completed before the ERP implementation. It should not affect the availability of ERP staff but may be an additional interface the City will want to include for the scope of this project. In addition, the City plans on undertaking the following projects as well:

- Upgrading Maximo
- Upgrading M4

1.7 Expected Scope of System Solution

The City is requiring that responding vendors propose a complete ERP solution, including 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. Vendors are encouraged to partner with 3rd parties in order to present a complete solution to the City, however the City will expect that the proposing Vendor will act as a prime for any 3rd parties that are included in the Vendor's proposal.

The following definitions should be considered relative to the list below:

- **Core:** Components of the solution that MUST be responded to by Vendors in the RFP.
- **Expanded:** Components of the proposed solution that may be optionally proposed by responding Vendors but are not mandatory to include in the Vendor's response.

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

Software:

- Core Application Software:
 - Accounts Payable
 - Bank Reconciliation
 - Budgeting
 - Cash Management
 - Cash Receipting
 - Contract Management
 - Fixed Assets
 - General Ledger
 - Human Resources
 - Inventory Management
 - Misc. Billing and Accounts Receivable
 - Payroll
 - Project and Grant Accounting
 - Purchasing
 - Time and Attendance
 - Utility Billing
 - Report Writer
 - Any other necessary software components to support the proposed Core Application Software solution
- Expanded Application Software and Related Technologies:
 - Debt Management
 - Investment Management
 - Others not requested but proposed by responding Vendors

Services:

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

It is important to note that the City is considering both a City-hosted and a Vendor-hosted solution. It is optional, but not mandatory, for Vendors to provide information on both solutions as part of their RFP response. 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.

1.8 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	Current
Organization	
Population	305,000
Form of Government	City
Area (sq. miles) Corporate Limits / with ETJ	460
Dwelling Units (Corporate Limits and ETJ)	108,557
Work week	City Hall, M-F, 8am - 5pm Utilities & Public Safety, 24 x 7
Budget (General Fund)	\$205,144,508
Budget (All Funds)	\$730,351,256
Number of network users (total current)	3,100
Number of municipal system users (anticipated future)	3,100
Number of concurrent system users (current)	Finance 225 HR 250
General Ledger / Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name / Account Mask	Account/6 Digits
Chart Segment Two Name / Account Mask	Fund/ 5 Digits
Chart Segment Three Name / Account Mask	Org/5 Digits
Chart Segment Four Name / Account Mask	Project/7 Digits
Chart Segment Five Name / Account Mask	Activity (if project)
Chart Segment Six Name / Account Mask	Type/Subcategory (if project)

Chart Segment Seven Name / Account Mask	Mission Elemet/10 Digits
Fiscal year end	July 31
Number of funds	300
Number of department codes	629 active
Number of balance sheet accounts	1631
Number of expense accounts	340
Number of revenue accounts	2132
Number of manual journal entries (monthly)	335
Number of cash accounts	136
Number of bank accounts	20
Number of annual check voids	150
Budgeting	
Pre-Encumbrance Controls?	No
Encumbrance Controls?	Yes
Position Control?	Yes
Budget Entry Model (Centralized or Decentralized):	Decentralized
Number of Approval Levels:	4
Budget Frequency:	Annual
Number of Funds Budgeted:	70
Fixed Assets	
Number of capitalized fixed assets:	1,984
Fixed asset tagging?	No
Fixed asset capitalization threshold:	\$5,000
Tracking / reporting of non-depreciable assets?:	No
Project/Grant Accounting	
Do Projects/Grants Cross Funds?	Yes
Do Projects/Grants Cross Departments?	Yes
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes?	Yes
Number of Requisitions per Month:	0
Number of Purchase Orders per Month:	2,900

Number of Vendors in Purchasing System:	100,000
Use of Inventory Item Codes?	Use Item ID's
Number of Item locations:	2,500
Average frequency of physical inventories:	Annual
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System:	100,000
Number of Invoices Input Annually:	50,155
Frequency of Check Runs:	Weekly
Check Signature Method:	Electronic
Payments Types Supported:	Manual/Wire/ACH
Number of 1099s Processed Annually:	1,500
Cash Receipting	
Receipting Model (Centralized or Decentralized):	Centralized
Number of Cash Registers / POS Terminals:	20
Human Resources and Payroll	
Number of full-time employees:	2631
Number of part-time employees:	75
Number of seasonal (temporary) employees	400
Number of bargaining units:	2
Number of applicants (annually):	24,000
Payroll frequency:	Bi-weekly

1.9 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 minimal 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 (3) previous municipalities of similar size and complexity.
- **RFP Response**
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.
- **Implementation Date**
Vendor agrees to have system installed and live by August 1st, 2013.
- **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 minimal criteria, the following categories of criteria will be used to further evaluate the proposals:

Functional requirements	30
Cost including both initial and on-going	20
Implementation requirements	30
Technical requirements	10
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, using the same criteria as identified in Round 2:
- 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.
 - Best and Final Offer Opportunity

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.

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.

2 Vendor Proposal Guidelines

2.1 Intent

It is the intent of the City of Corpus Christi ("the City"), through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 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.

DUE DATE FOR PROPOSALS: Before 12:00 p.m. (Noon) CT on November 2, 2012

PROPOSER SHALL SUBMIT ITS PROPOSAL ELECTRONICALLY, AS INSTRUCTED HEREIN, VIA PUBLICPURCHASE.COM, the City's third-party e-procurement provider. All proposals must be complete and accurate and in the City-approved format specified herein.

The City's Charter and the City's Electronic Procurement Policy require that all proposals submitted be sealed, secret, unopened and time-locked through the DUE DATE FOR PROPOSALS specified in this RFP. **Therefore, proposals submitted directly to the City by facsimile machine, e-mail or hard copy will be considered non-responsive and will be eliminated from consideration.**

Proposals will be received, electronically, before the date and time specified in this Section. Without exception, proposals received on or after this deadline are late, shall be deemed non-responsive and shall not be considered.

The date and time the Proposer electronically submits its proposal via PublicPurchase.com shall be electronically recorded by PublicPurchase.com and shall be the official "time stamp" for the purpose of this RFP. The time maintained by PublicPurchase.com shall be the official time for the purpose of the DUE DATE FOR PROPOSALS provided in Section 2.2 of this RFP.

The Vendor must submit **one (1) electronic copy** of the Vendor's technical proposal in PublicPurchase.com, including the following files:

ERP RFP BI-0029-12- Specifications.xlsx
ERP RFP BI-0029-12 - Pricing Forms.xlsx
ERP RFP BI-0029-12System - Vendor Forms.docx

The electronic copy of the Vendor technical proposal response shall include the completed specification worksheets and the completed pricing worksheets that have been provided in Microsoft Excel.

2.3 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 may be removed from consideration on this basis.

2.4 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
1. The proposal must be signed by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
2. All manual signatures must have the name typed directly under the line of the signature.

2.5 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. All questions and requests for clarification from the City shall be submitted via the QUESTION/ANSWER feature in PublicPurchase.com before the date and time specified therefor herein. Questions and requests for clarification received from vendors on or after such time shall be deemed late and shall not be considered. All other communication, including requests for clarification, must be submitted to the Procurement Officer for this RFP or his designee as follows:

Paul Pierce
Procurement Manager
City of Corpus Christi
Fourth Floor
1201 Leopard Street
361-826-3164
paulp@cctexas.com

No other individual has the authority to respond for the City or its consultant. Any attempt to question other individuals regarding this RFP may result in the City disqualifying the Proposer.

The City will provide written responses to all prospective Proposers simultaneously in the form answers in the QUESTION/ANSWER function in PublicPurchase.com. Other information may be provided via written addenda and published on PublicPurchase.com, if such information is necessary to Proposers in submitting proposals or if the lack of such information would be prejudicial to uniformed Proposers. Oral explanations or instructions provided by the City before the award of the contract shall not be binding upon the City.

Vendor will acknowledge receipt of all questions and answers and each addendum issued by stating so in his/her proposal.

Inquiries regarding the proposal will be accepted before 5:00 p.m. Central Time on October 19, 2012.

2.6 Vendor Pre-Proposal Meeting

A mandatory Vendor pre-proposal meeting will be held at 2:00 p.m. Central Time on October 15, 2012 at:

MIS Conference Room
Fourth Floor
City Hall
1201 Leopard Street
Corpus Christi, Texas

OR

Proposers may join via conference call by dialing:
605-475-6720 and entering access code: 559299.

If you are unable to attend, please see section 2.5 for RFP clarification and questions.

2.7 Consideration of Proposals

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive, but not restrictive, and only indicate articles that will be satisfactory. Proposals on "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate that character of the article covered by such proposal. The City's Procurement Manager hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements but which may comply substantially therewith.

2.8 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 to do so. The City shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the City 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 interviews, negotiations and any reference checks, and any other information or factors 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.

2.9 Award of Contract

The Vendor shall be deemed as having been awarded a contract when the City provides the Vendor with a Fully Executed Contract. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of Texas.

2.10 Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that 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.

2.11 Confidential Information

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

2.12 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City.

2.13 Tax Exempt Status

The City is exempt from paying sales tax. The City's Federal Taxpayer ID No. is 74-6000574. The City is exempt from federal excise tax. All prices should be quoted FOB Corpus Christi, TX.

2.14 Reserved Rights

The City reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of the City, best meets the City's needs. The City also reserves the right to negotiate with potential Vendors so that the City's best interests are served.

2.15 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 may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.16 Trademarks

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

2.17 Right to Request Additional Information

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

2.18 Right of Refusal

The City reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the City.

2.19 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

2.20 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.21 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day time period following DUE DATE FOR PROPOSALS. It is the City's intent to procure that software solution that meets that long term criteria of the City. The City, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The City requires that Vendors agree for a period of (3) years from the date of the Vendor's proposal 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. The price of the proposed components can only be increased by the Vendor after such time period by an amount equal to the annual CPI-W adjustment for the South region or 3%, whichever is less.

2.22 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel, per diem, mileage and lodging charges.

2.23 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.

2.24 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.

2.25 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the City.

2.26 Disclosure of Interest

The City of Corpus Christi's Code of Ordinances, Section 2-349, as amended, requires all persons or Proposers seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A. Proposers are obligated to provide updated information concerning the disclosure of interest, as warranted, for the duration of time the proposals are under consideration.

2.27 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the City or has been involved in any litigation with the City in the five years prior to the DUE DATE FOR PROPOSALS;
3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the City;
4. The Proposer lacks financial stability;
5. The Proposer has failed to perform under previous or present contracts with the City;
6. The Proposer has failed to use the City's approved forms;
7. The Proposer has failed to adhere to one or more of the provisions established in this RFP;
8. The Proposer has failed to submit its Proposal in the format specified herein;
9. The Proposer has failed to submit its Proposal before the deadline established herein;
10. The Proposer has failed to adhere to generally accepted ethical and professional principles during the Proposal process; or,
11. The Proposer has failed to provide a detailed cost summary in the proposal.

2.28 Withdrawal of Proposals

Proposals may be withdrawn through PublicPurchase.com prior to the exact hour and DUE DATE FOR PROPOSALS.

2.29 Amending of Proposals

A Proposer may amend his proposal through PublicPurchase.com prior to the exact hour and DUE DATE FOR PROPOSALS.

2.30 Termination of RFP

The City reserves the right to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

2.31 No Obligation

In no manner does this RFP obligate the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract.

2.32 Recommendation for Award

City Staff will recommend to the City Manager that award be made to the Proposer(s) whose proposal is determined by the City to be the most advantageous ("Best Value") to the City.

2.33 Execution of Contract

The City Manager or his designee shall authorize award of the Contract to the successful Proposer(s) and shall designate the successful Proposer(s) ("**Contractor**") as the City's Provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the City without the authorization of the City Manager and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney or his designee, and executed by the City Manager or his designee.

2.34 Quantities

Quantities described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any contract, nor do the estimates limit the City to ordering less than its actual needs during the term of any contract, subject to availability of appropriated funds.

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.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

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	Additional Materials
15	Cost Proposal

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

Costs for the Vendor’s proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

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 contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Company Background Form** in **section 7.5** of this RFP.

Vendors must provide information about their company so that the City can evaluate the Vendor's stability and ability to support the commitments set forth in response to the 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, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. 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.
4. If the Vendor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, 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)

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

The Vendor is required to provide a general description of the application program product 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.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. Describe your portal strategy.
6. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
 - b. Extent to which this third-party product is integrated with the Vendor's solution.

3.4 Technical Infrastructure (Section 3.4)

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the City as described in section 1.5.

In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 7.6** of this RFP, and include it in this section of the response.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

7. Hardware and Storage Environment

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules, database size, and anticipated growth, must be provided.
- 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. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)
- d. Please describe the physical and technical preferences for a user acceptance testing (UAT) environment?

3.5 Vendor Hosted Option (Section 3.5)

Note: response to this section is optional. Vendors will not be penalized for lack of response to this section.

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **section 7.7** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City's network and bandwidth, and any partners that may be involved in service delivery.
2. Please provide the total number of **clients and corresponding number of end-users** of hosted solutions currently supported by your company

3. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
4. Please describe your **support model**, including: cost structure for support calls.
5. 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.
6. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
7. Please describe your **change management**, upgrade, and patch management policies & practices?
8. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
9. 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, including the process for notifying of termination.
10. Please provide a copy of your most recent **SAS70 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 using Microsoft Project 2007 that details how the proposed solution is to be implemented. This implementation plan should include 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

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The City requests that the Vendor provide their work plan in a Microsoft Project format as part of the proposal response.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

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 how you transition from the sales cycle to the implementation phase of the project.
2. 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 diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing of software modules.
4. Describe your approach towards running parallel systems for a period of time.
5. The City is interested in tracking cost/revenue by "mission element" which is identified in the City's business plan (include URL). How will the vendor accomplish this in their system? (i.e., new segment defined in the chart of accounts, etc.)
6. The City's goal is to implement an activity based budget by the beginning of the next fiscal year (current fiscal year ends on 7/31/2013). Which modules of the proposed solution will need to be implemented to accommodate activity based budgeting and tracking of cost/revenue by "mission element", as described in #1, above, such that the new system can go live on 8/1/2013? Please provide a high level project schedule (in the section below) to indicate how this will be accomplished, given an anticipated mid-January 2013 start date.

Any unique tools, techniques or methods that you use should be described in this section.

3.6.2 Project Management Approach (Section 6.2)

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form** in **section 7.8** of this RFP, and include it in this section of the response.

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the City PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the City employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

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

The City usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-

installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the City expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

3.6.4 Data Conversion Plan (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and data pre-processing 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 system. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the City to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.
3. What is the vendor's recommended conversion strategy in light of the proposed schedule identified in section 3.6.1, above? Based on the vendor's understanding of the City's intended go-live on 8/1/2013, specifically indicate which data sets the vendor recommends converting electronically (e.g., vendor master, etc.).

3.6.5 Report Development (Section 6.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the **Report Development Form** in **section 7.9** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be 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 unless that is the preference of the City. 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 as they are assumed to be included in an integrated ERP System.

The following tables contain a listing of current and/or desired City application interfaces and their likely need in a future integrated software environment.

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
1	Solicitation Download	Public Purchase.com	Bid/Quote Module	No
2	Expenditure data	Peoplesoft Financials	Primavera	Yes
3	Project Budget and number creation	Primavera	Project Accounting	No
4	Accounts Payable/Receivable	M4	PeopleSoft Financials	Yes
5	Contract Information	Legistar	Contract management	No
6	Contract Information to Work Order (Maintenance History Information)	Contract Management	Maximo/Work Order	No
7	Employee Data	PeopleSoft Human Resources	Maximo	Yes
8	Export of Payroll Direct Deposit data	Payroll	Frost Bank, or City or Corpus Christi Employees Credit Union; ICMA; TMRS; FRRS; Humana	Yes
9	Fleet Vouchers	M4	PeopleSoft Financials	Yes
10	Fuel Transactions	TRAK	M4	Yes
11	Import bank statement electronic file; pcard	Frost Bank	Bank Reconciliation	Yes
12	Inventory Items	PeopleSoft Inventory	Maximo	Yes
13	Inventory prices	Inventory	Maximo	No
14	Labor Entries	DCFWin	M4	Yes
15	Recommendation for Award	Bid and Quote Module	Legistar	No
16	Service Location	H.T.E. Utility	Maximo	Yes
17	Timesheet	Progress reporter	Human Resources	No
18	Training Information	PeopleSoft Human Resources	Maximo	Yes
19	Training Information	Maximo	PeopleSoft Human Resources	Yes
20	Workorder Closure	Maximo	H.T.E. Utility	Yes

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
21	Workorders	H.T.E. Utility	Maximo	Yes
22	Pension Administrators	Pension Administrators (Benefits USA, FHATPA, Resources Centers, LLC.)	Human Resource	No
23	Benefit Providers	Ceridian, Humana, Medco, FSA, Life Insurance, LTD insurance, Discount Dental & Vision	Human Resource	Yes
24	Bi-weekly ATM ACH	PeopleSoft Human Resources	Wells Fargo Bank	Yes
25	Bi-weekly Direct Deposit ACH	PeopleSoft Human Resources	Frost Bank	Yes
26	Bi-weekly FRRS	PeopleSoft Human Resources	Firefighter pension board	Yes
27	Code enforcement billing	Code QA	Misc Billing/AR	No
28	Contract management	Maximo Contract Manager	Contract management	No
29	Credit Card transactions	Bank file	Bank Reconciliation	Yes
30	Customer Payment ACH file export / import (for direct customer ACH payments)	Utility Billing	Wachovia, Frost Bank, or City or Corpus Christi Employees Credit Union	Yes
31	Engineering time reimbursements to charge capital projects for engineering dept staff time worked	Primavera	PeopleSoft Financials	Yes
32	Export a billing file to send to a 3rd party for the printing and mailing of the invoices and statements	Accounts Receivable	3rd party printing/ mailing software	Yes
33	Export a billing file to send to a 3rd party for the printing and mailing of the invoices and statements	Utility Billing	3rd party printing/ mailing software	Yes
34	Export a file containing delinquents to a collection agency.	Accounts Receivable	Collection Agency	Yes

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
35	Export a file containing delinquents to a collection agency.	Utility Billing	Third Party Collection Agency	No
36	Export Accounts Payable and Payroll outstanding checks (non cashed by vendors/employees, "escheat") to the State's software based on check date.	Accounts Payable and Payroll	State of Texas Comptroller's escheat system	Yes
37	Export deferred compensation report (457 plan and FICA alternative) to provider	PeopleSoft Payroll	ICMA; AGRS-Valic; FICA Alternative Tax Plan (FATP)	Yes
38	Export file for workers' compensation tracking and payments	PeopleSoft Human Resources	Workers' Compensation vendor	Yes
39	Export file with retirement data	PeopleSoft Human Resources	TMRS Website	Yes
40	Export Lockbox Cash Receipt information	Frost Bank, H-E-B, and other financial institutions	Cash Receipting (apply payments for Utility Billing)	Yes
41	Export of child support garnishment	PeopleSoft Payroll	State of Texas's "Expert Pay" system	Yes
42	Fleet interface journal entry - to charge orgs for fuel and parts and fleet replacement reserves	M4	PeopleSoft Financials	Yes
43	Import file containing NSF check information	Quantum	Finance	Yes
44	Import fuel usage data – vehicle ID, driver, date, fuel type, gallons, pump ID, tank ID to the fleet management system	M4	Fleet Management System	Yes
45	Import of electronic payment files from IVR Software	Selectron	Cash Receipting	Yes

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
46	In order to make Legistar documents accessible from Grant/Project Management & Contract Management module (such as resolutions, minutes, project summaries, etc.) that are related to grants/projects and contracts.	Legistar Software	Grant/Project Management & Contract Management	Yes
47	Motor Vehicle Listing for tracking accident records	Texas DOT	PeopleSoft Human Resources	Yes
48	Online Credit Card Payment Verification	Emerchant	Cash Receipting (apply payments for UB, Business License, building permits, inspections & AR)	No
49	Online Payments/IVR/Phone	Verisign Management/ PayPal/ Vendor's suggested online payment provider	Cash Receipting (apply payments for UB)	No
50	Parcel Download to Master Address	Parcel Database	Master Address	
51	P-Card transaction download	CCER	PeopleSoft Financials	Yes
52	P-cards (owned by Purchasing, not Finance)	Wells Fargo	PeopleSoft Financials	Yes
53	Personnel Costs	PeopleSoft Financials	Maximo	Yes
54	Project Integration	Primavera	PeopleSoft Financials	Yes
55	Quarterly TEC files	PeopleSoft Human Resources	Texas Workforce Commission	Yes
56	Send Positive Pay files to bank	Accounts Payable	Wells Fargo, Frost Bank, or other financial institution	Yes

Data Flow Item #	Data Flow Description	Source Application	Target Application	Currently Exists in ERP Environment
57	Send Positive Pay files to bank	Payroll	Wells Fargo, Frost Bank, or other financial institution	Yes
58	Synchronization of address data with parcel layer of GIS (changes, transfers, splits, combines, etc.).	ESRI ArcGIS / Geoblade	PeopleSoft Financials	No
59	Time Integration	Primavera	PeopleSoft Financials	Yes
60	Upload/download of meter read information	AMR/STAR Meter Reading Software	Utility Billing	Yes
61	W-2 Interface	PeopleSoft Human Resources	Social Security Administration	Yes
62	Yearly 1099 submission	Accounts Payable	US Treasury	Yes

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 including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City’s current technical environment described previously, 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. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired City application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet

3.6.7 Training (Section 6.7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form** in **section 7.10** of this RFP, and include it in this section of the response.

The City intends to explore the advantages, disadvantages and related 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.
 - a. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
 - b. Technical Implementation training will include training for City IT staff on the technologies required to support the new ERP system.
2. **Train-the-Trainer Approach:** The Vendor will incorporate a “train-the-trainer” approach where only key City team leads will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas.
 - a. There would be roughly 8-10 subject matter experts (SME's) for each module including one team lead. This training would be provided at a City facility.
 - b. Training materials supplied by the Vendor would be used by SME's and team leads for training their staff.
 - c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
 - d. Technical implementation training will include training only key IT staff (3-4) to support the new system.

The Vendor should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

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:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a Citywide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the City's overall financial tracking and reporting objectives.

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 the initial 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 course of the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.6.13 Knowledge Transfer (Section 6.13)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

3.7 Staffing Plan (Section 7)

In addition to providing responses to the following items, the Vendor must complete the **Staffing Plan Form** in **section 7.11** of this RFP and include it in this section of the response.

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 (for both a City-hosted and Vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.8 Ongoing Support Services (Section 8)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form** in **section 7.12** of this RFP, and include it in this section of the response.

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 to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?)
 - g. Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet.

3.10 Client References (Section 10)

The Vendor must provide at least five references from clients that are similar in size and complexity to the City. The format for completing the Vendor references is provided in **section 7.13** of this document. In addition, the City requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution.

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 (*i.e.*, hardware, software, operating system, database, etc.). 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 any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, 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:

- a. Contract terms and conditions compliance checklist
- b. Contract terms and conditions compliance checklist – Exception explanation
- c. Proposal Signature Form
- d. Non-Collusion Affidavit
- e. Minimum Criteria
- f. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SAS70 audit.
- g. Disclosure of Interest Form

3.14 Additional Materials (Section 14)

3.15 Cost Proposal (Section 15)

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet.

- The City will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
 - The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
 - In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
 - In the event the product or service is not being included in the Vendor proposal, the item should be noted as "No Bid".
- Vendors shall provide all pricing alternatives in these cost sheets.
 - Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services.

The City prefers that Vendors provide separate prices for each item in the proposed solution. However, the Vendor is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City.

The City reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

The City is strongly considering both a vendor-hosted solution through an ASP or SaaS licensing model and a traditional on-premise 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 defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet (version 2010) are a number of requirements that must be addressed by the vendor's proposal.

These requirements are considered mandatory in implementing the complete solution as defined in section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future data needs. 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 would be a feature that the City already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
"M" – Medium:	This is a feature that the City would like in the new system that is not currently being tracked or is not existing functionality.
"L" – Low:	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the **"Availability"** column of each form as follows:

Y	If 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	If functionality is provided through reports generated using proposed Reporting Tools.
T	If 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	If functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	If 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/report. 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 / 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 automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

5 Contract Terms & Conditions

The contract will be fully negotiated after a Vendor is selected by the Client of Corpus Christi, TX (referred to as "Client" in the proposed language below). Responses to the contract terms outlined in this section may be considered in the selection process and, although final language may vary, the intent of such terms agreed upon by the Vendor shall be included in the final contract.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1 Services

Vendor will provide ENTERPRISE RESOURCE PLANNING SYSTEM in accordance with Request for Proposal No. BI-0029-12, which is hereby incorporated by reference and attached hereto as Exhibit A. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.2 Fee for Services.

Client agrees to pay the Vendor the mutually agreed upon fees as follows: **THIS SECTION TO BE COMPLETED AS PART OF PROCUREMENT/NEGOTIATION PROCESS.** All prices for Vendor's services hereunder are firm for the first three years of the Agreement Scope of Agreement Client agrees to license the Software and receive the services detailed in Attachment <__>. Vendor agrees to provide same, subject to the terms and conditions stated in this Agreement and Attachment <__>. Payment for such services shall be per Attachment <__>. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Attachment <__> are inclusive of project management services and include turn-key data conversion, chart of accounts design assistance, software configuration, integration with third-party systems per Attachment <__>, Formal Acceptance testing (see clause herein), and initial account balancing. The implementation of the Software and provision of services shall be per Attachment <__>. Client agrees to provide server and desktop hardware configured per Attachment <__> based on Vendor's recommendation.

5.3 Contract Administrator

The Contract Administrator designated by the Client is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of Vendor's notices or communications regarding this Agreement

must be directed to the Contract Administrator, who is the **DIRECTOR OF MUNICIPAL INFORMATION SYSTEMS**.

5.4 Professional Services Warranty

- A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.
- C. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.
- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.
- G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.

5.5 Indemnification

VENDOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CLIENT AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF

ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. PROPOSER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF PROPOSER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE AGREEMENT.

5.6 Pricing

All prices for Vendor's services hereunder are firm for the first three years of the Agreement. The Client shall pay Vendor for satisfactory performance of the service specified in this Agreement.

5.7 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.

Client will require Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist.

- A. Vendor must not commence work under the Agreement until all insurance required herein have been obtained and the Client has approved such insurance. Vendor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Vendor must furnish to the Client, two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by insurance company(s) acceptable to the Client. Client must be named as an additional insured for the General **Liability policy and a waiver of subrogation in favor of the Client is required on all applicable policies.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate

COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury – Advertising Injury	\$1,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE
AUTOMOBILE LIABILITY including: 1. Owned Vehicles 2. Hired & Non-owned Vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided must cover officers, directors employees and agents 1. ERRORS AND OMMISIONS	\$1,000,000 per claim/ \$2,000,000 aggregate If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
CYBER LIABILITY	\$1,000,000 PER OCCURRENCE
WORKERS' COMPENSATION	Applicable to VENDOR's paid employees while on Client's property WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind, Vendor must furnish Client with copies of all reports of such accidents within 10 days of any accident.
- D. Vendor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy with endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. If workers' compensation coverage is not written in accordance with Texas law, "All Other States" endorsement must be indicated on the certificate of insurance.
- E. Vendor's financial integrity is of interest to the Client; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the Client, Vendor shall obtain and maintain in full force and effect for the duration of the Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

F. Client shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Client, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Client at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to Client at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

G. Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

1. Name the Client and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Client, with the exception of the workers' compensation and professional liability policies;
2. Provide for an endorsement that the "other insurance" clause shall not apply to the Client where the Client is an additional insured shown on the policy;
3. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Client; and
4. Provide thirty (30) calendar days advance written notice directly to Client of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to Client. Client shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during the Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of the Agreement.

I. In addition to any other remedies the Client may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Client shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

- J. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractor's performance of the work covered under the Agreement.
- K. It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Client for liability arising out of operations under the Agreement.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in the Agreement.

5.8 Entire Agreement Clause

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

5.9 Identification of Parties to the Agreement Clause

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

5.10 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

5.11 Term and Termination Clause

This Agreement is for one year, commencing on the date signed by the last signatory hereto. This Agreement will automatically extend for four additional one-year periods.

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within ten (10) business days from receipt of written notice. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days' written notice. The Client reserves the right to pursue all available legal remedies against the defaulting party. Notwithstanding the foregoing, due to lack of funding, this Agreement shall terminate at such time, if any, that the Client fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due. The Client's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor as final. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving (30) days notice in writing of such termination. Alternatively, the Client may terminate this agreement for convenience by giving the Vendor thirty (30) days' notice.

5.12 Limitation of Liability

Limitations. If Client should become entitled to claim damages from Contractor for any reason (including without limitation, for breach of contract, breach of warranty, negligence, other tort claim, or replacement of a solution), Contractor will be liable for the amount of Client's re-procurement costs, cost of a replacement system and Client's legal fees.

5.13 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 contract 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 Corpus Christi, TX.

5.14 Texas Public Information Act

Vendor acknowledges that Client is subject by law to responding to all Texas Public Information Act requests. Vendor shall comply with the Texas Public Information Act in all respects and shall not restrict or otherwise inhibit Client from complying.

5.15 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of

this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to Texas Public Information Act requests.

5.16 Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Texas "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.17 Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Note that if Vendor anticipates missing a due date, then Vendor must notify Client immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this License are as follows:

Vendor

<Address>

5.18 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.19 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

5.20 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

5.21 120-Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the one hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

5.22 Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

5.23 Risk During Equipment / Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. Minor variances from this implementation schedule may be permitted subject to as mutual agreement by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

5.24 Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested product(s), or
- B. Provide substitute products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

5.25 Subcontractors

Vendor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Client

for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

5.26 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

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

The Vendor understands that the successful installation, testing, and operation of the system 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 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, Account / Project Manager, and staff assigned to Client by Vendor. In the event that an employee 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 fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.28 Assignments

Client and the Vendor each bind themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the Client's City Manager or designee and the Vendor.

5.29 Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Consultant to the Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.

5.30 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software and any Equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third-party.
- B. In the event that any third-party makes a claim or files a lawsuit challenging Client's right to use the Software or Equipment, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that Vendor shall coordinate with Client's City Attorney regarding selection and retention of counsel for Client in connection with the defense thereof, and shall make all decisions relating to the conduct of the Client's defense and any settlement made on behalf of Client. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.
- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the System is intended, (ii) provided detailed descriptions and criteria of how the System can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Vendor, at the time this Agreement is in force, has (1) reason and opportunity to know the particular purpose for which the System is required, and (2) that Client is relying on Vendor's experience and knowledge of the System to identify those components which are most suitable and appropriate. Therefore, Vendor

warrants that the System and all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

- F. Vendor represents and warrants that all products 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 is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.31 Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

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 two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one 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 three percent (3%) credit against the quarterly Support 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 four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support 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 twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

5.32 Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a

Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual Support are kept current.

5.33 Final Acceptance of the System

The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, software, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

5.34 Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the Client.

5.35 Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the Client's City Manager or designee. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the Client's City Manager or designee<Executive Director>. Vendor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the Client's City Manager or designee<Executive Director> has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

5.36 Password Security

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.

5.37 Non-Performance Escalation Procedures

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business

practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) commencing suit in a court of competent jurisdiction in Nueces County, Texas, (f) invoke the Termination clause herein.

5.38 Legal Jurisdiction

Vendor and Client mutually agree to submit themselves solely to the jurisdiction of the courts in Nueces County, State of Texas with respect to suits, and other court actions arising in connection with this Agreement.

This Agreement is subject to and the Vendor agrees to comply with all federal, state and local laws. This Agreement shall be interpreted under the laws of Texas.

5.39 Replication of Software

Client shall not copy Software for any purposes other than for back up or disaster recovery. 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 Support Agreement (see Attachment X) or warranties herein.

5.40 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within five (5) Business Days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of five (5) Business Days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft" of the written deliverable (the "Acceptance Period"). Client agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Defects through repeated testing cycles. "Specification" means the Project Scope and Requirements found at Exhibit A and any other written specifications delivered to the Client by the Vendor during the course of the project or the Application Software Documentation. In the event of conflicts between Specifications and Application Software Documentation the Specifications will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be thirty (30) Business Days unless an alternate time is mutually agreed upon between Vendor and Client. The Acceptance Test Period for each Software Deliverable will start within five (5) Business Days, unless an alternate start date is mutually agreed upon by Vendor and Client, after the Software Deliverable is installed at Client's designated site and Vendor has successfully completed Vendor's installation test and notified Client that the Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment, as described in Exhibit D, and according to the Project Scope and Requirements.
2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.
3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). Client will have ten (10) Business Days after the receipt of the modifications to re-test the modified Software deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this Part II – Section 3 will be repeated for the remaining Defects on the Punch List.
4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.

- C. "User Acceptance Testing" shall mean testing of each Phase using the process defined under Part II - Section 3.B above; provided, however, the Acceptance Test Period will be thirty (30) calendar days unless otherwise mutually agreed.
- D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.
- E. "Final Acceptance" involves use of the Solution in totality in production operations for a period of sixty (60) calendar days. It will include use of the Phases and/or the System previously tested and conditionally accepted. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a "Final Acceptance" of the Phase. The 60-day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Solution. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.41 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.

5.42 Annual Maintenance and Support Fees

Support fees shall not be increased during the first three years of the Agreement. Support fees may be increased thereafter by an annual average percentage not greater than the annual CPI-W for the South region or 3%, whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

The Vendor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the Vendor's "standard" increase is 2%, the Client will be invoiced for the 2% increase.

Vendor agrees to send an itemized invoice to the Client at least 90 days before maintenance is up for renewal.

The City may cancel maintenance upon 90 days' notification to the Vendor.

Maintenance may be reinstated by the Client at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The Client shall not be forced to move to new license models to pay upgrade fees.

The Vendor shall give the Client at least 12 months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such software/product for the rest of its customer base.

The Client may remove unused licensed software without a corresponding reduction in maintenance/support.

5.43 Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones including acceptance. Vendor shall submit to the Client for his review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

5.44 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Client's control.

5.45 Source Code

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 Client at no additional cost to Client). The Source Code shall be kept current with the releases / version 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.

5.46 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Vendor. Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by the Client. Acceptance of the deliverable(s) resulting from each Change Order shall be per the Formal Acceptance clause herein.

5.47 Video Taping

Client reserves the right to video and/or audiotape any and all training sessions, whether held at Client site, Vendor site, or via teleconference. Use of such tapes shall be strictly for Client staff training purposes.

5.48 Major Releases / Upgrades

Client shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the Annual Support Agreement fees delineated in Attachments X and X.

5.49 Solution Longevity

The Vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the Contract is signed and that any material changes to Vendor's company or products will not affect the Client's implementation or support.

5.50 Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture)("Successor Products") with substantially similar functionality to the Vendor software products licensed by Client ("Licensed Products") within ten (10) years of contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees. In such event, Client shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.51 Year 2000

The Vendor warrants that all software for which the vendor either sells or licenses to the Client and used by the Client after the calendar year 2000, includes or shall include, at no added cost to Client, design and performance so Client shall not experience software abnormality and/or generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the Client.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any Client system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

5.52 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

5.53 Subcontracts

The Vendor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the Client's City Manager or designee. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.54 Changes in Agreement

The Contract may be changed only upon the written agreement of the Client's City Manager or designee and the Vendor.

5.55 Intellectual Property

Software ownership. All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the Work identified in this Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

5.56 Funding Out

This Agreement shall terminate at such time, if any, that the Client fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due. The Client's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor as final.

5.57 Use of Licenses by Personnel Who Are Not Employees

Client consultants, contractors, external customers, and business partners may access the licensed software.

5.58 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the Client's primary location or for testing at the disaster recovery site.

5.59 Right to Outsource

Software licensed to the Client may be used by a third-party vendor hired by the Client.

5.60 Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse the Client for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

5.61 Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present Agreement or extension term, whichever is longer.

5.62 Functionality Replacement

The Client maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

5.63 Wording Conflicts

Should there be a conflict in wording between the Agreement and the Vendor's RFP response, the RFP response shall prevail.

5.64 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the Agreement may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Agreement with the selected Vendor.

5.65 Equal Opportunity Employment / Nondiscrimination Policy

It is the policy of the Client that all vendors who provide goods and services to the Client by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.

- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

All vendors shall, as a condition of providing goods and services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that a vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to the Client for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the Client shall be regarded as a material breach of any contract between the Client and the Vendor, and the Client may terminate such contract effective as of the date of delivery of written notification to the Vendor.

Any employee of a Vendor providing goods and services by contract to the Client, or any employee of a subcontractor of a Vendor providing goods and services to the Client by contract, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any Vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the Client for a period of five (5) years from the date of such finding.

5.66 Fiscal Year

All parties recognize that the continuation of any contract after the close of any fiscal year of the Client, which fiscal year ends on July 31 annually, is subject to appropriations and budget approval providing for such contract item as an expenditure in that budget. The Client does not represent that the budget item for this agreement will be actually adopted, since that determination is within the sole discretion of the Client at the time of adoption of each budget.

5.67 Waiver

No waiver of any breach of any term or condition of this Agreement or Vendor's bid offer to **Request for Proposal No. BI-0029-12** waives any subsequent breach of the same.

5.68 Amendments

This Agreement may be amended only by written agreement signed by duly authorized representatives of the parties hereto.

5.69 Taxes

Vendor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer's Tax Guide, publication 15, as it may be amended. Vendor must provide proof of payment of these taxes within thirty (30) days after City's written request therefore. Failure to pay or provide proof of payment is grounds for the Client to terminate this Agreement after providing 24 hours' advance written notice to Vendor.

5.70 Drug Policy

Vendor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the Client's policy.

5.71 Violence Policy

Vendor must adopt a Violence in the Workplace policy that substantially conforms to the Client's policy.

5.72 Notice

Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit in the U.S. Mail, if sent certified mail. Notice shall be sent as follows:

IF TO CITY:
City of Corpus Christi
Attention: Director of Municipal Information Systems
P. O. Box 9277
Corpus Christi, Texas 78469-9277

IF TO CONTRACTOR:

Contractor Name:	_____		
Contact Person:	_____		
Address:	_____		
City, State, Zip:	_____	__	_____

5.73 Severability

Each provision of the Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or

future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

5.74 No-Hire Clause

Vendor shall not attempt to hire Client's personnel. If, during the term of, or within twelve months after the termination of this Agreement, Vendor hires directly, or indirectly contracts with any of Client's personnel, Vendor agrees to pay to the Client one hundred and fifty percent of either the new annual compensation payable to such personnel, or the fees paid to, or in favor of such personnel for one year after such personnel separates from service with the Client, whichever is applicable, as liquidated damages.

5.75 Change Requests

Contract changes may only be made by an amendment to the Contract and executed in writing by the Client and the Contractor and approved by the City Manager or his designee.

5.76 Disputes

In the case of any doubt or difference of opinion with regard to the items to be furnished by a Vendor or the interpretation of the provisions of this RFP, the decisions of the Client shall be final and binding upon all parties.

5.77 Month-to-Month Extension of the Contract

If the Client has not completed the procurement process and awarded a new Contract upon expiration of the original contract period or any extension period, the Vendor shall continue to provide goods/services under the Contract, at the most current price under the terms of the Contract or extension, on a month-to-month basis, not to exceed six months. The Contract automatically expires on the effective date of a new contract.

6 Contract Terms and 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. The Client reserves the right to reject any proposal for non-compliance with one or more of the specifications.

<u>Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
5.1	Services			
5.2	Fee for Services.			
5.3	Contract Administrator			
5.4	Professional Services Warranty			
5.5	Indemnification			
5.6	Pricing			
5.7	Insurance			
5.8	Entire Agreement Clause			
5.9	Identification of Parties to the Agreement Clause			
5.10	Agreement Extension and Modification Clause			
5.11	Term and Termination Clause			
5.12	Limitation of Liability			
5.13	Applicable and Governing Law Clause			
5.14	Texas Public Information Act			
5.15	Confidentiality			
5.16	Title and Confidentiality			
5.17	Notices Clause			
5.18	Survival Clause			
5.19	Force Majeure Clause			
5.20	Force Majeure Requisites			
5.21	120-Day Maximum			
5.22	Right of Cancellation			
5.23	Risk During Equipment / Software Storage and Installation			
5.24	Patents, Copyrights, and Proprietary Rights Indemnification			
5.25	Subcontractors			
5.26	Effect of Regulation			
5.27	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.28	Assignments			
5.29	Vendor as Independent Contractor			
5.30	Warranty			
5.31	Resolution and Response Time Warranty			
5.32	Continuity of Warranty			

<u>Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
5.33	Final Acceptance of the System			
5.34	Standard Forms and Contracts			
5.35	Advertisement			
5.36	Password Security			
5.37	Non-Performance Escalation Procedures			
5.38	Legal Jurisdiction			
5.39	Replication of Software			
5.40	Acceptance Testing			
5.41	Non-Collusion			
5.42	Annual Maintenance and Support Fees			
5.43	Payment Terms			
5.44	Travel Expense Reimbursement			
5.45	Source Code			
5.46	Programming Services			
5.47	Video Taping			
5.48	Major Releases / Upgrades			
5.49	Solution Longevity			
5.50	Successor Software Products			
5.51	Year 2000			
5.52	Conflict of Interest			
5.53	Subcontracts			
5.54	Changes in Agreement			
5.55	Intellectual Property			
5.56	Funding Out			
5.57	Use of Licenses by Personnel Who Are Not Employees			
5.58	Disaster Recovery & Disaster Recovery Testing			
5.59	Right to Outsource			
5.60	Unlimited Liability for Software Vendor Infringement			
5.61	Vendor Merger or Acquisition			
5.62	Functionality Replacement			
5.63	Wording Conflicts			
5.64	Liquidated Damages			
5.65	Equal Opportunity Employment / Nondiscrimination Policy			
5.66	Fiscal Year			
5.67	Waiver			
5.68	Amendments			
5.69	Taxes			
5.70	Drug Policy			
5.71	Violence Policy			

<u>Contract Terms and Conditions Compliance Checklist</u>				
#	Title	Comply	Exception	Not Comply
5.72	Notice			
5.73	Severability			
5.74	No-Hire Clause			
5.75	Change Requests			
5.76	Disputes			
5.77	Month-to-Month Extension of the Contract			

Compliance Exceptions

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:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Company Background Form
- Technical Requirements Form
- Vendor Hosting Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms
- Disclosure of Interest Form

7.2 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 (must be minimum of 180 days from DUE DATE FOR PROPOSALS):

State warranty on equipment:

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

PROPOSAL: Enterprise Resource Planning System

\$ _____
(Total price written)

\$ _____
(Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))

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)

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

7.3 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 an Enterprise Resource Planning System 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)
In and for the state of _____

7.4 Minimum Criteria

As noted in section 1.9 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.

Minimal Criteria	Yes/No
<p>Minimum Client Software Installations Must have provided software for at least three (3) previous municipalities of similar size and complexity.</p>	
<p>RFP Response RFP response is submitted by the due date and time.</p>	
<p>Response Authorization The RFP response is signed by an authorized company officer.</p>	
<p>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.</p>	
<p>Implementation Date Vendor agrees to have system installed and live by August 1st, 2013.</p>	
<p>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.</p>	

7.5 Company Background Form

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

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.):
9.	Please describe how the sales cycle is linked to the product development cycle.
10.	Please describe the your commitment to providing solutions for the public sector marketplace:

11.	How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?			
	Location	TX	Nationally	
	Local government			
	Other public sector			
	Other non-public sector			
	Overall:			
12.	How many fully operational customer installations, in total, has the Vendor completed?			
	Location	TX	Nationally	
	Local government			
	Other public sector			
	Other non-public sector			
	Overall:			
13.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:			
14.	Where is the Vendor's closest support facility/sales office to Corpus Christi, TX?			
15.	Where is the Vendor's company headquarters?			
16.	Please list the Vendor's sales in the previous three years:			
		Year	Sales	
		2009		
		2010		
		2011		
17.	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:		
18.	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.	

19.	Please indicate two separate potential visits of two consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.		
	Demonstration Date Options		
	Option	#1	#2
	November 26/27, 2012		
	November 28/29, 2012		
	December 3/4, 2012		
20.	What would be the Vendor's preferred comparably sized, site visit location?		

7.6 Technical Requirements Form

1.	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.
2.	What database are you proposing?
3.	Does your proposal contain or envision the use of a data warehouse? If yes, describe your data warehousing capabilities and architecture.
4.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
5.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
6.	Describe what, if any, footprint (e.g. local software artifacts such as DLLs) exists on the user's desktop.
7.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the City can determine the extent to which existing computers must be upgraded or replaced.
System Performance	
8.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
9.	Can you guarantee a 3-second maximum response time?
10.	What are your guarantees on system performance?
Security	
11.	Describe the identification and authorization capabilities of your proposed solution for users.
12.	Describe how your system interoperates with Active Directory.

13.	Describe the security audit capabilities of your proposed solution.
14.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
15.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the City?
16.	What is your process for notifying the customer and fixing bugs once they have been identified?

7.7 Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third-party?
2.	Where are the data center and storage facilities?
3.	Provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your company.
4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?
6.	What system/application availability and response time will your proposed system meet? What are the City's responsibilities to ensure this level of performance?
7.	How do you track monthly usage for subscription-based services?
8.	How much notification will you give the City in advance of any scheduled downtime?
9.	Where would local support be located for a client in Corpus Christi, TX?
10.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method

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7.8 Project Management Approach Form

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the City.
3.	How will project management be resourced?

7.9 Report Development Form

1.	What is the query tool and report writer that Vendor is proposing?
2.	What is your definition of a report?
3.	What reports are available out of the box? Provide a list and samples at the end of this section.
4.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
5.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

7.10 Training Form

1.	What is your recommended approach to training (End-user vs. train the trainer), for this City, and why?
2.	What types of training documentation will be developed by the Vendor?
3.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the Vendor's ability to provide online training material versus classroom training.

7.11 Staffing Plan Form

1.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.																						
2.	Provide the resource and configuration requirements for the Vendor's staff during the implementation:																						
		<table border="1"> <tr><td>Number of workstations</td><td> </td></tr> <tr><td>Number of desks</td><td> </td></tr> <tr><td>Number and size of dedicated rooms for the project</td><td> </td></tr> <tr><td>Parking</td><td> </td></tr> <tr><td>Telephones</td><td> </td></tr> <tr><td>Network accessibility needs</td><td> </td></tr> <tr><td>White boards</td><td> </td></tr> <tr><td>Flip charts</td><td> </td></tr> <tr><td>Power requirements</td><td> </td></tr> <tr><td>Other resource needs</td><td> </td></tr> </table>	Number of workstations		Number of desks		Number and size of dedicated rooms for the project		Parking		Telephones		Network accessibility needs		White boards		Flip charts		Power requirements		Other resource needs		
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7.12 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a City-hosted versus a Vendor-hosted solution.

4.	<p>Provide the following regarding the number of business staff the City should expect to be committed to providing on-going application support:</p> <ul style="list-style-type: none"> a. Role b. Responsibility c. Estimated time commitment in terms of FTE time
5.	<p>For ongoing IT staff resources, please provide the following information:</p> <ul style="list-style-type: none"> a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) b. Number of FTEs within each position c. Skill sets required for each position a. Training required and whether the Vendor provides this training
6.	<p>Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?</p>
7.	<p>Describe the types of support needed to keep the product under current support and to keep the product enhanced.</p>
8.	<p>Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.</p>
Software Updates and Distribution	
9.	<p>It is anticipated that all system updates and release patches will be downloadable from the Vendor's web site. An accumulation patch process is desired. Provide information on how "server" and "client-side" software updates are received, processed and distributed to either the server and/or client environment, including but not limited to:</p> <ul style="list-style-type: none"> a. Backward version compatibility and support of back versions, b. Timeframe/policy on moving to new versions, c. Automatic product upgrades or on demand, d. Ease of implementation for City staff versus need to contract for services. e. Use of Microsoft Systems Management Server (SMS) 2003 and/or Microsoft Software Update Services (SUS) to deploy new versions and patches to servers and clients.

10.	Describe the product release cycle including: <ul style="list-style-type: none"> a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release, c. How long release takes to implement, and a. Use of release notes.
Customizations	
11.	How does the Vendor define customization versus configuration?
12.	How can the City customize or configure the software directly without Vendor involvement?
13.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?

7.14 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 Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services

Name	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official."The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.

- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.