



S33-T23025

CITY OF HOUSTON

ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT

STRATEGIC PURCHASING DIVISION

**LEARNING MANAGEMENT SYSTEM
&
LEARNING CONTENT MANAGEMENT SYSTEM
FOR
HUMAN RESOURCES DEPARTMENT**

NIGP CODE: 209-52

**PROCUREMENT
REQUEST FOR PROPOSAL**



**NOTICE OF
REQUEST FOR PROPOSAL FOR
LEARNING MANAGEMENT SYSTEM
&
LEARNING CONTENT MANAGEMENT SYSTEM**

S33-T23025

THE CITY OF HOUSTON

The City of Houston Administration & Regulatory Affairs Department invites prospective Contractors to submit a written proposal for Learning Management and Learning Content Management System. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

This Proposal is available on the Internet from: <http://purchasing.houstontx.gov/>

In the event you do not have download capability, the RFP document may be obtained from the Administration & Regulatory Affairs Department, Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, November 14, 2008 2:00 P.M., Central Daylight Savings Time (CDST)** No proposals will be accepted after the stated deadline.

There will be a **Pre-Proposal Conference on Wednesday, October 15, 2008 at 10:00 A.M., CDST** in the Strategic Purchasing Division, Conference Room No. 1, located at 900 Bagby, City Hall Annex, Tunnel Level, Houston, Texas.

Questions concerning the Proposal should be submitted to, Strategic Purchasing, High Technology, Room 506, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Conley Jackson, phone: (832) 393-8733, fax: (832) 393-8759, conley.jackson@cityofhouston.net no later than **12:00 P.M., Friday, October 31, 2008.**

All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

Calvin D. Wells
City Purchasing Agent

Date

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SECTION I. GENERAL INSTRUCTIONS

1.0 SUBMITTAL PROCEDURE:

- 1.1 A cover letter must accompany the proposal, and must include the following information:
- Name and address of the vendor;
 - Name, title, telephone number, and e-mail address of the person authorized to commit to the vendor on the contract; and
 - Name, title, telephone number, and e-mail address of the person to be contacted regarding the content of the proposal, if different from above.

- 1.2 Eight (8) copies of the proposal, including one (1) printed original, signed in **BLUE** ink, are to be submitted in a sealed enveloped bearing the assigned Control Number located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 1.3 The deadline for the submittal of the proposal to the City Secretary's Office is no later than **Friday, November 14, 2008 at 2:00 P.M., CDST.** Failure to submit the require number of copies as stated above may be subject for disqualification form the proposal process.
- 1.4 Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.
- 1.5 The City of Houston shall bear no responsibility for submitting responses on behalf of any Contractor. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.
- 2.2 The proposal must be signed by individual(s) legally authorized to bind the Contractor(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held **Wednesday, October 15, 2008 at 10:00 A.M., CDST** in the Strategic Purchasing Division Conference Room No. 1, City Hall Annex, located at 900 Bagby, Tunnel Level, Houston, Texas. Interested Contractors should plan to attend. It will be assumed that potential Contractors attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATIONS CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Finance & Administration Department, High Technology Section, Conley Jackson, (832) 393-8733 fax: (832) 393-8759, conley.jackson@cityofhouston.net no later than **Friday, October 31, 2008 at 12:00 P.M.** local time. The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Contractors shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

5.0 ADDENDA & MODIFICATIONS:

- 5.1 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any addendum sent to Contractors.

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Contractor shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 6.2 Before submitting a proposal, each Contractor shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Contractor from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

7.0 POST-PROPOSAL DISCUSSIONS WITH CONTRACTORS:

- 7.1 It is the City's intent to commence final negotiation with the Contractor(s) deemed most advantageous to the City. The City reserves the right to conduct post-proposal discussions with any Contractor(s).

8.0 TERMS, CONDITIONS, LIMITATIONS AND EXCEPTIONS:

- 8.1 This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 8.2 *The proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.*
- 8.3 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Contractor by parties other than the City, at any time during the proposal evaluation process.
- 8.4 In the event a Contractor submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 8.5 Contractor(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees).
- 8.6 Contractor(s) shall not collude in any manner, or engage in any practices, with any other Contractor(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
- 8.7 All proposals submitted must be the original work product of the Contractor. The copying or paraphrasing of the work product of another Contractor is not permitted.
- 8.8 The RFP and the related responses of the selected Contractor will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Contractor and the City. The City and the selected Contractor may negotiate a contract or contracts for submission to City Council for consideration and approval. *In the event an agreement cannot be reached with the selected Contractor, the City reserves the right to select an alternative Contractor. The City reserves the right to negotiate with alternative Contractor the exact terms and conditions of the contract.*
- 8.9 All Specifications shall be deemed to be part of the contract. Contractors, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.

- 8.10 The price agreement(s) shall become effective on or about **February 9, 2009** for a term of three (3) calendar years. The City of Houston reserves the option of extending the agreement(s) on an annual basis for two (2) additional one-year terms or portions thereof.
- 8.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 8.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the contract negotiated.
- 8.13 Prime Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 8.14 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
- 8.15 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 8.16 The City reserves the right to terminate the agreement without penalty.
- 8.17 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor, which would impede or impair the proper and timely performance of the contract.
- 8.18 *The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.*
- 8.19 *The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all proposals or any part thereof.*
- 8.20 *The City reserves the right to request clarification of any proposal after they have been received.*

- 8.21 The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 8.22 *The selected Contractor must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.*
- 8.23 After contract execution, the successful Contractor shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior written approval from the City Purchasing Agent.
- 8.24 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 8.25 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.
- 8.26 Guarantee of Operation
- 8.26.1 The Contractor warrants that the software package delivered hereunder is complete and free from defects in manufacture or materials and will continue to meet the specifications described in this request for proposal and Contractor will, without charge to the City, correct any such defects and make such additions, modifications or adjustments to the package as may be necessary to keep the package in good operating order, in accordance with such specifications, during such time period.

9.0 INVOICING:

9.1 The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

9.1.1 Human Resources
Risk Management, Financial Division
611 Walker Street, 4th floor
Houston, Texas 77002

9.2 The City of Houston requires timely and accurate accounting and billing information.

10.0 INDEMNITY AND RELEASE:

10.1 RELEASE

PRIME CONTRACTOR/CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

RELEASE AND INDEMNIFICATION – (PATENT, COPYRIGHT, TRADEMARK, AND SECRET INFRINGEMENT).

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE ACITY@) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT

10.2 INDEMNIFICATION

PRIME CONTRACTOR/CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 10.2.1 PRIME CONTRACTOR/CONTRACTORS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 10.1-10.3, "PRIME CONTRACTOR/CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 10.2.2 THE CITY'S AND PRIME CONTRACTOR/CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- 10.2.3 THE CITY'S AND PRIME CONTRACTOR/CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
- 10.2.4 PRIME CONTRACTOR/CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

10.3 INDEMNIFICATION

- 10.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

11.0 INDEMNIFICATION PROCEDURES:

- 11.1 Notice of Claims. If the City or Prime Contractor/Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - 11.1.1 A description of the indemnification event in reasonable detail,
 - 11.1.2 The basis on which indemnification may be due, and
 - 11.1.3 The anticipated amount of the indemnified loss.
- 11.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

11.3 Defense of Claims

11.3.1 Assumption of Defense. Prime Contractor/Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor/Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

11.3.2 Continued Participation. If Prime Contractor/Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

12.0 **INSURANCE REQUIREMENTS:**

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the agreement. **THE ISSUER OF ANY POLICY SHALL HAVE A CERTIFICATE OF AUTHORITY TO TRANSACT INSURANCE BUSINESS IN THE STATE OF TEXAS OR HAVE A BEST'S RATING OF AT LEAST B+ AND A BEST'S FINANCIAL SIZE CATEGORY OF CLASS VI OR BETTER, ACCORDING TO THE MOST CURRENT EDITION OF BEST'S KEY RATING GUIDE, PROPERTY-CASUALTY UNITED STATES.**

12.1 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

12.1.1 Commercial General Liability Insurance including Contractual Liability:

12.1.1.1 \$500,000 per occurrence;

12.1.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

12.1.2 Workers' Compensation including Broad Form All States Endorsement:

12.1.2.1 Amount shall be statutory amount.

12.1.2.2 Employer's Liability cannot be used as a substitute for Workers' Compensation

12.1.3 Automobile Liability (See Note Below):

12.1.3.1 \$1,000,000 Combined Single Limit per occurrence

12.1.4 Employer's Liability

12.1.4.1 Bodily injury by accident \$100,000 (each accident)

12.1.4.2 Bodily injury by disease \$100,000 (policy limit)

12.1.4.3 Bodily injury by disease \$100,000 (each employee)

12.1.5 Professional Liability

12.1.5.1 \$500,000 per occurrence \$1,000,000 aggregate

City named as additional insured

12.2 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. **EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.**

12.3 All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

12.4 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

12.4.1 (See Insurance Requirements Exhibit for a sample insurance certificate format).

12.4.2 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

12.5 Contractor shall maintain in effect certain insurance coverage, which is described as follows:

12.5.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.

12.5.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

12.5.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

12.5.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

12.5.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

12.5.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

12.5.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

12.5.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

- 12.5.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 12.5.10 Proof of Insurance On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 12.5.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
- 12.5.10.2 Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 12.5.10.3 Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- 12.5.10.4 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 12.5.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

13.0 CONTRACTOR PERFORMANCE LANGUAGE:

- 13.1 Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, and efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

14.0 INSPECTIONS AND AUDITS:

- 14.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

15.0 INTERPRETING SPECIFICATIONS:

- 15.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Contractors from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 15.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Contractor and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

16.0 LOCAL MINORITY / WOMEN BUSINESSES ENTERPRISES PARTICIPATION:

- 16.1 CONTRACTOR SHALL COMPLY WITH THE CITY'S MINORITY AND WOMEN BUSINESS ENTERPRISE ("**MWBE**") PROGRAMS AS SET OUT IN CHAPTER 15, ARTICLE V OF THE CITY OF HOUSTON CODE OF ORDINANCES. CONTRACTOR SHALL MAKE GOOD FAITH EFFORTS TO AWARD SUBCONTRACTS OR SUPPLY AGREEMENTS IN AT LEAST **4%** OF THE VALUE OF THIS AGREEMENT TO MWBES. CONTRACTOR ACKNOWLEDGES THAT IT HAS REVIEWED THE REQUIREMENTS FOR GOOD FAITH EFFORTS ON FILE WITH THE CITY'S AFFIRMATIVE ACTION DIVISION AND WILL COMPLY WITH THEM.
- 16.2 CONTRACTOR SHALL REQUIRE WRITTEN SUBCONTRACTS WITH ALL MWBE SUBCONTRACTORS AND SHALL SUBMIT ALL DISPUTES WITH MWBES TO BINDING ARBITRATION IN Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE SUBCONTRACTS MUST CONTAIN THE TERMS SET OUT IN **EXHIBIT I**. If CONTRACTOR IS AN INDIVIDUAL PERSON (AS DISTINGUISHED FROM A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY), AND THE AMOUNT OF THE SUBCONTRACT IS \$50,000 OR LESS, THE SUBCONTRACT MUST ALSO BE SIGNED BY THE ATTORNEYS OF THE RESPECTIVE PARTIES.

17.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

17.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form may be just cause for rejection of your bid or proposal.

18.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

18.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

18.2 Completion of **Exhibit VI** –"Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

19.0 CONTRACTOR DEBT:

19.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.

20.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

20.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this ordinance.

21.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

21.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Contractor must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B and C). These forms must be completed and returned prior to award.

22.0 PROJECT ADMINISTRATION:

22.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Manager at the pre-proposal conference.

23.0 TIMELINE OF RFP PROCESS:

23.1 Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

23.2	<u>EVENT</u>	<u>DATE</u>
	Date of issue of the RFP	September 26, 2008
	Pre-Proposal Conference	October 15, 2008
	Questions from Contractors due to City	October 31, 2008
	Proposals due from Contractors	November 14, 2008
	Notification of intent to award (<i>Estimated</i>)	January 22, 2009
	Council Agenda Date (Tentative)	January 21, 2009
	Contract start date (<i>Estimated</i>)	February 9, 2009

24.0 DEFINITIONS

24.1	VLANS	Virtual LAN
	HSRP	Hot Standby Routing Protocol
	EIGRP	Extended Interior Gateway Routing
	FSM	Firewall Service Modules
	SRST	Survivable Remote Site
	RMON	Remote Monitoring
	SNMPv2	Simple Network Management Protocol V2
	SNMPv3	Simple Network Management Protocol V3
	ITD	Information Technology Department
	MOM	Microsoft Operations Manager
	SMS	Systems Management Server
	NAS	Network Attached Storage
	PC	Personal Computing
	SATA	Serial Advanced Technology Attachment
	LMS	Learning Management System
	LCMS	Learning Content Management System
	COH	City of Houston
	SAP	System analysis and program development
	RFP	Request for Proposal

SECTION II. SCOPE OF WORK

1.0 Overview of the City's Technical Environment

1.1 The City of Houston is currently upgrading its infrastructure environment. The four key elements of this upgrade are:

- Network Standardization
- Server Consolidation
- Active Directory
- Desktop/Laptop Refresh Program

2.0 Network Standardization

2.1 The network upgrade began in 2004 and was completed June 2008. Currently, approximately two-thirds (2/3) of the City's network infrastructure has been fully upgraded. The description that follows describes the target network environment, after completion of the upgrade project.

The new Fleet application should target the network environment described in the following sections.

2.2 Core Network

2.2.1 The City's core network infrastructure consists of two mirrored sites connected via redundant Gigabit fiber links between core Catalyst 6509 switches. These switches use trunked connections which pass relevant VLAN information for the Data, Voice and Management VLANs. To increase bandwidth between each chassis at a particular site, Port-channel interfaces are used (up to 4GB per link).

Four (4) main switches are the "heart" of the city core, and these are separated into two (2) per site. These 6509's have redundant Sup720-3B modules per chassis and use Hot Standby Routing Protocol (HSRP) at layer 3 to further increase redundancy. The overlying layer of these core switches will be the EIGRP Autonomous System (AS) for the entire city. Connectivity to any other elements within the core passes through these four main switches. Routes are passed via the EIGRP protocol within the AS to the distribution level switches.

2.3 Distribution Layer

2.3.1 The next layer within the City core consists of two (2) Distribution level core switches. These are also Catalyst 6509 chassis, and there is one (1) distribution switch per core site. These provide connectivity to the departmental distribution layers via either Gigabit fiber links or connections to 7206VXR routers. These WAN routers will in turn have DS3 connections to each remote departmental site as needed. A firewall will reside within each of the four (4) City Server Farm switches by means of FSMs (Firewall Service Modules). These allow for multiple "virtual" firewalls to be created within the same backplane. Connectivity to the city Server Farm switches passes through the Core switches. Again, HSRP will be utilized to increase the redundant connections to both the city core switches. Internet access will pass through a series of firewalls before connecting to the city distribution layer. The departments will access the Internet via these switches.

2.4 Departmental Distribution

2.4.1 Each departmental distribution layer will have redundant connections back to the City Core switches via Gigabit or DS3 links. Once again, Catalyst 6509 switches with Sup720-3B modules and FSM's (as determined by departmental firewall needs) will be utilized to allow for connectivity and firewall capability. Outside agency connectivity can be established behind "virtual firewalls", as needed, back into the department networks. Redundant configuration will be implemented at each site as determined by departmental requirements. Distribution routers will connect via HSRP to the departmental distribution switches. As in the city core, all layers will utilize separate VLANs for data, voice, and management.

2.5 Departmental Access Layer

2.5.1 The final layer for each department consists of a voice capable router with connections back to the departmental distribution sites. These connections will be redundant as determined by the needs of the particular department. In the case of N+1 connectivity requirements, either single or multiple T1's will be connected back to redundant DS3's at each distribution site. EIGRP will be utilized to route back into a departmental layer before being able to traverse the city core. SRST capability will be available in each access router for future voice growth. Access layer switches will utilize the same VLAN scheme as the previous layers. By default, all switch ports will be disabled to prevent unauthorized access to the network. Management of network equipment is to be performed using RMON and SNMPv2/SNMPv3 protocols back to a central location.

3.0 SERVER CONSOLIDATION

- 3.1 Historically, each City department has been responsible for purchasing and maintaining its own servers. Beginning in 2002, the Information Technology Department (“ITD”) assumed responsibility for servers assigned to about a dozen departments and major divisions of departments. In 2007, ITD initiated a multi-year server consolidation program that will consolidate management of most servers supporting enterprise applications (including Fleet) into the City’s two data centers.

The new Fleet application should target the server environment described in the following sections.

3.2 Redundant Server Farms

- 3.2.1 In the last decade, the proliferation of servers triggered by distributed computing has created a costly array of problems around service levels, systems management and security assurance. The City, like companies of all sizes, suffers from fragmented business operations, even as the pressure mounts to reach across geographical boundaries with speed and efficiency.

As a result, the City has turned to server consolidation – moving remote servers to fewer locations, better utilizing existing servers to keep down their numbers, centralizing data within a single repository, standardizing on fewer operating systems, and/or consolidating applications on fewer servers.

3.3 Blade Servers and Virtualization

- 3.3.1 The City has chosen to implement blade technology, the logical evolution of traditional rack-mounted infrastructures, to accelerate the transformation of the data center. When considering blades, the system is an integrated, consolidated infrastructure that can include compute nodes such as servers or desktops, storage, networking and power, all virtualized and automated through a common management framework.

In addition to a more streamlined operation, savings on maintenance costs, IT staffing costs and manual data consolidation costs are big reasons for consolidating servers. Enabling software technologies include: Microsoft Windows Server™ 2003; Microsoft Exchange Server 2003; Microsoft Office 2003; Microsoft Operations Manager (MOM); Microsoft Systems Management Server (SMS); and Microsoft SQL Server™. Enabling consolidation hardware technologies include: SANs, Network Attached Storage (NAS), and clustering.

3.4 Active Directory

3.4.1 Over the next twelve0 (12) months, the City will design and implement enterprise Windows 2003 Active Directory architecture. The goal of this initiative is to improve the City's ability to provide a secure, robust, and up-to-date computing environment capable of supporting both external and internal users. Some of the key business drivers underlying this effort are the need for increased security, the need for expanded capabilities within Microsoft Exchange, and the need to update our network operating system to a supported version of Windows.

3.5 PC/Laptop Refresh Program

3.5.1 Historically, the City's personal computing ("PC") environment has been characterized by individual 'best price' purchases. Beginning in 2001, the City began replacing this diverse array of computers with a standard set of devices from a single provider. By 2006, almost all PCs were Windows 2000/XP running Office 2000/2003. Beginning in 2007, the City will establish a standard refresh cycle (at present, 5 years) for all PCs. The new LMS application should target the PC environment described in the following sections.

3.5.2 Expected Desktop Configuration

At a minimum, City desktop computers will be configured with:

- AMD Athlon 64 X 2 3800 2.4 Gz 65W Processor
- GB PC2-5300 (DDR2-667) 2x 1 GB Memory
- 80 GB SATA 3.0 Gb/s 1st Hard Drive
- SATA 16X DVD +/- RW LightScribe 1st Drive
- ATI Radeon X1300 Pro 256MB DH Card (dedicated graphics)
- Office 2000/2003
- PS/2 Mouse and Keyboard
- Windows 2000/XP and Latest Service Pack

The City's Refresh Program will ensure that all PCs are able to support 'modern' software applications.

4.0 INTRODUCTION

The scope of the engagement is described below. While this is a comprehensive scope, not all services may be included in the final contract with the successful proposer(s). The City reserves the right to include or exclude any part of this scope in the final contract(s).

To your Letter of Transmittal, attach a complete description of how you will handle components 4.1.1 - 4.1.17. Include examples of how you solved similar problems in other client engagements. Be succinct, but include sufficient detail to allow competitive comparison to other proposers. If you choose not to propose on one of the components, please list it and indicate, "Not Proposing."

4.1 Fundamental Considerations

- 4.1.1 The Learning Management System (LMS) Learning Content Management System (LCMS) shall interface with current City of Houston (COH) systems to include our SAP Financial System, SAP Human Resources System, current MS Outlook E- Mail System, MS Office and other associated MS products.
- 4.1.2 The Contractor shall be able to migrate existing training and development data from the various city legacy database systems into the selected LMS/LCMS.
- 4.1.3 The selected LMS/LCMS must also be able to work seamlessly with minimal extra computer programming or life-long support with the city's existing and planned database systems.
- 4.1.4 The Contractor must also provide technical support for the evaluation of current City of Houston's infrastructure, bandwidth and provide a plan of action if needed (prior to purchase).
- 4.1.5 The Contractor must provide a prototype that unequivocally demonstrates their capability of providing a viable and fully functional COH LMS/LCMS that operates with current COH legacy software, bandwidth and current infrastructure (prior to purchase).
- 4.1.6 The Contractor must assist the city in creating the governing rules and structure for both the LMS and for its interaction with relevant existing city systems.
- 4.1.7 The Contractor must also assist and support the training and fielding efforts as required for the deployment of the LMS/LCMS to selected City of Houston employees.
- 4.1.8 The Contractor must provide updates and improvement to its LMS/LCMS system as they are developed.

- 4.1.9 The LMS/LCMS must be capable of maintaining its specified level of performance through the evolutionary type changes of the MS products used by the COH and associated evolutionary changes in the COH current personnel and financial operating systems.
- 4.1.10 Contractor must provide a time line for implementation of the LMS/LCMS in the City of Houston, and describe and name all internal and external resources included in the proposal.
- 4.1.11 Please note that the language of this RFP has been written as if the LMS solution will be licensed and operated by the City of Houston and its assigned management and technical support staff. The city will consider hosted solutions that are owned and operated by a service provider. Proposers may submit responses covering either or both approaches. Proposers offering both approaches shall submit each response in a separate package.
- 4.1.12 Proposers shall submit their responses in a modular fashion that will help the city evaluate, award, and fund this RFP according to current and future needs as funding becomes available.
- 4.1.13 Proposers shall submit a complete solution covering all necessary hardware, software, professional services and network infrastructure required to deploy and operate the solution according to the proposed implementation.
- 4.1.14 The City intends to implement the chosen solution without any customizations. If customizations are required, however, the Contractor shall perform all customizations to its product offering.
- 4.1.15 The Contractor shall be responsible for configuring and implementing all components internal to the proposer's proposed solution and for developing logic (internal to its solution) required interfacing with external systems. The Contractor shall work with the City's IT staff and any other City Contractors to support the integration of the LMS with the other similar existing systems in the City.

4.2 Governing Structure

- 4.2.1 The LMS/LCMS must work in a non-hierarchical structure of governance, security, operation and organization that will be reflective of the city's organizational and functional structure and the various roles and responsibilities associated with the training management spectrum of duties.
- 4.2.2 The COH conducts training using a hybrid model that combines centralized training at both the city and departmental/divisional level and at the below department/division organizational level to include specialized organizations such as the Police or Fire Academy.

4.2.3 The LMS/LCMS governing structure and its operational rules and logic must be capable of modification in the future without extensive programming.

4.2.4 The LMS/LCMS must use the existing COH email system for notifications, permissions and other associated functions.

4.2.5 The LMS/LCMS will have several levels of users performing different functions across the COH workforce. At a minimum the LMS/LCMS must have the following distinct levels of usage:

4.2.5.1 Basic Employee. At this level, an individual employee must be able to:

- a. see his/her individual training record,
- b. access customized training schedules and calendars of classes available to him/her from citywide training programs and those classes available from their department/division or specific organization,
- c. access course information on every available course to include course description, requirements, assignments, prerequisites, class times and locations and any special instructions,
- d. access and complete e-learning courses from any COH computer,
- e. Select classes to attend and forward electronic requests for attendance through appropriate levels of management to the appropriate training organization.
- f. Create training requests for management approval on courses and conferences conducted by other than COH organizations.

4.2.5.2 Management. At this level a member of management must be able to:

- a. perform all of the functions a-f listed above as a employee,
- b. receive requests for training through the COH email system and approve or disapprove with appropriate routing through other levels of management as required and ultimately to the responsible COH training organization,
- c. conduct reporting functions on his/her workforce to include monitoring individual training records and collective reports on the various components of the data base relevant to its workforce,
- d. monitor financial expenditure and commitments for training and development of its organization,
- e. Enter either personally or though a surrogate, training information for his/her workforce to include local training events and informational briefings as required.

4.2.5.3 Training Administrators. These are the organizations within COH that create, administer and manage training programs for COH employees. These organizations will have a variety of employees who will have roles and responsibilities for data entry, course creation, registration and closeout activities, E-learning administration and student management. There will be at least one or two individuals that will be required to be administrators to their particular training organization and will need to be able to perform administrative oversight functions. The E.B Cape Center as the COH training and development organization must have access to all the training information and data throughout the entire city. This group must be able to:

- a. create courses to include instructions and prerequisites,
- b. establish a detailed schedule of classes for each course and an overall schedule,
- c. accept student enrollments, send notification and reminder emails with any required attachments,
- d. close out classes to include individual student grades/comments,
- e. create and administer e-learning courses,
- f. create reports.

4.3 Operational Procedures

4.3.1 The LMS/LCMS must provide all of the operational capabilities required to administer/manage all aspects of the COH training and development operations and learning content with special emphasis on the operations and administration of the spectrum of e-learning.

4.3.2 The LMS/LCMS must be capable of providing a flexible variety of management and security administrative roles to facilitate the use of the system based on our current and potential future organizational structures. These roles must be capable of modification by the city without extensive programming or external vendor support.

4.3.3 The LMS/LCMS must interface with existing HR systems and the SAP financial systems to ensure the data used is current and that billing, funds transfers and accounting is an invisible process.

4.3.4 LMS/LCMS must have the capability of scheduling various training resources such as classrooms, instructors, video/audio and multimedia resources, training areas, and other appropriate materials, locations and resources.

4.3.5 The LMS/LCMS must have the capability to send and receive level one (employee), level two (management) and other associated electronic evaluations through our existing email system and to be automatically entered into the LMS/LCMS database.

4.3.6 Managers must be able to see in the LMS/LCMS their training funds status as shown in the COH's SAP systems.

- 4.3.7 The LMS/LCMS must have high rates of functionality and availability within the parameters of the city's existing network, and be robust enough to serve the diverse needs of thousands of learners, administrators, content builders and instructors simultaneously.
- 4.3.8 The LMS/LCMS must be able to control and manage course content and training materials with storage of all prior content and materials and an active display of the most current content and materials. Editing and authoring controls must be part of the system.
- 4.3.9 The Contractor must provide the capability to convert legacy electronic training and development and employee data bases into the new LMS/LCMS.
- 4.3.10 The LMS/LCMS must be able to apply an established fee schedule with its various components to include fee discounts and fee waivers and transfer funds from cost centers of the students into designated accounts.
- 4.3.11 The LMS/LCMS must have the capability to enter and account for fees and room rentals from those individuals outside of the COH's organization and workforce.
- 4.3.12 The LMS/LCMS must be capable of creating, administering tests and surveys that can have both individual and collective reports and results. Notifications and reminders must be sent through the COH email system with tests and surveys taken through the COH network systems. Results will be collected in the LMS/LCMS data base system and reports generated from within the LMS/LCMS.
- 4.3.13 The LMS/LCMS must be capable of assigning internal ID numbers and data to non-City of Houston employees. We have many of these individuals attend our training and need to be able to register them for various courses, record their attendance/completion and report their activity in various ways and reports.

4.4 Student Management

- 4.4.1 The LMS/LCMS must comply with the city's organizational structure, while organizing administrators, management and employees into defined groups with specific functions for usage and access to the system.
- 4.4.2 The LMS/LCMS must have a fully functional automated registration system to include initial acceptance letters, reminders, active online schedule of classes, and a management permission routing system using the COH existing email system.

- 4.4.3 The LMS/LCMS acceptance letters and reminders must consist of both predetermined elements and elements/instructions specific to the particular course. These specific instructions should be created as part of the initial course creation within the system and transferred to the various forms and letters.
- 4.4.4 The LMS/LCMS must provide to all employees a schedule of available training customized to their organization using access rights, to include a weekly, monthly, quarterly and annual calendar displays. These displays need to be available both electronically while in the LMS and capable of sending via the COH's email system.
- 4.4.5 The LMS/LCMS must have a wait list functionality to include a relocation capability to other open sessions of that course. The wait list function must send email instructions and information to the employee and his/her management. It must also automatically send emails of potential relocation to the employee and management for their acceptance of the relocation with notification of their decision routed back to the appropriate training administrator.
- 4.4.6 The LMS/LCMS must integrate appropriate support tools including interactive exercises, reference materials (routing to and active display and storage), laboratory exercises, tests (to include pre, in course, and post assessments), and other collaboration/cooperative activities.
 - 4.4.6.1 In e-learning activities, the pre assessments must be capable of routing the student to various learning content paths based on the scores of the assessment. In addition, post assessments need to be capable of adjustment to only cover those areas that the employee had taken from the pre-assessments.
- 4.4.7 The LMS/LCMS must provide storage and tracking of professional certifications and licenses to include a system of electronic reminders for annual or refresher requirements for these certificates and licenses. This function must be capable of input and updates from employees with verification step by management.
- 4.4.8 The LMS/LCMS must be able to store data on formal education to include degrees received, schools attended and majors and minors. This function must be capable of input and updates from employees with a verification step by management.
- 4.4.9 The LMS/LCMS must be capable of creating and maintaining a formal education degree plan for those students in a degree completion or tuition assistance program.

4.5 Course and Content Management

- 4.5.1 The LMS/LCMS must be able to arrange courses, and other related training and development events in electronic catalogs that are visible in and/or downloaded through the LMS/LCMS or that can be printed by employee or training administrators. The catalogue must be organized in an intuitive manner and searchable using a user friendly search engine. The LMS/LCMS catalogue must be created based on the individual's organizational location and courses available to him/her.
- 4.5.2 The LMS/LCMS must provide complete computer based and e-learning capabilities up to and including streaming audio and video- with both live/real-time, play at will and bookmarking capabilities, and storage by individual employee for later use capabilities. The LMS/LCMS must be capable of using products of all of the major authoring tools currently used to create and manage e-learning.
- 4.5.3 The LMS/LCMS must provide capabilities for Frequently Asked Questions (FAQ) display sections for each course and training event and a capability for online, real time and delayed and at will discussions and interaction between students and instructors/subject matter experts. The interaction capability must include the ability to provide instruction using training materials such as PowerPoint displays and other similar lesson aids linked in real time to interactive discussions and/or lectures.
- 4.5.4 The LMC/LCMS must provide a capability to distribute informational or instructional materials via the COH internal email system to all employees or to specific targeted groups or organizations, such as job type, management level, etc.
- 4.5.5 The LMS/LCMS must have the capability to designate selected courses or pre-course work content as required learning and/or as a prerequisite that must be completed before enrollment and attendance in designated courses. The system must notify the appropriate training administrator that an individual is ineligible for enrollment and designate the course or pre-work that has not been completed.
 - a. If successful completion of another course is required before registration in another course, the LMS/LCMS must be able to deny enrollment at its initial entry and provide the rationale behind the denial to the employee.
 - b. For failure to complete required electronic pre course work, the LMS/LCMS must provide email notification to employee, appropriate manager and appropriate training administrator at designated intervals prior to the commencement of the class.
- 4.5.6 The LMS/LCMS must have the capability to create, edit, distribute, deliver and administer assignments to include associated training materials for blended, online or classroom courses.

- 4.5.7 The LMS/LCMS must have the capability to develop, display and periodically update personalized learning paths and development plans that can be developed and designated for job types, organizations, or individuals.
- 4.5.8 The LMS/LCMS must have the capability to create job descriptions, roles, tasks, and functions for individuals, job families or groups and provide linkage to packaged learning and developmental plans if desired. These shall be easily inputted into individual employee developmental plans as required.
- 4.5.9 The LMS/LCMS must provide complete and robust e-learning and blended learning capabilities. The LMS/LCMS must be the operations, data management, and administration center for all e-learning components and activities.
- 4.5.10 The LMS/LCMS must have the capability to provide virtual classroom (VC) including streaming video capabilities within the city's network system that can be easily accessed on any COH computer.
- 4.5.11 The LMS/LCMS must provide the capability to use I-pod type technology to distribute e-learning.
- 4.5.12 The LMS/LCMS must provide a content management system that will control usage and availability of training and course materials and information. It must also have an archive functionality to store previous and currently out of date materials and documents. Changes must be tracked and controlled.
- 4.5.13 The LMS/LCMS must have the functionality to designate any college credit awarded for particular courses by partner colleges and universities and award Continuing Education Units (CEU) on employee's training record and the overall data base.
- 4.5.14 The LMS/LCMS must have the ability to input conferences and professional development activities outside the COH programs for employees to include having cost inputted into the LMS/LCMS from the COH SAP system.
- 4.5.15 The LMS/LCMS must be capable of creating and printing certificates for employees or organizations that completed a training event.
- 4.5.16 The LMS/LCMS must be able to assign instructors and maintain their special qualifications and training proficiencies. This will be used for full time, part time and adjunct instructors.

4.6 Communication

- 4.6.1 The LMS/LCMS must establish a robust, reliable communication between administrators, managers, and employees founded on the use of the city's existing email and computer networks. The system must be able to send notifications and promotional and informational materials through COH email system and establish appointments for registered classes in the employee's MS Outlook.
- 4.6.2 The LMS/LCMS must be able to search and identify learners and deliver information on targeted courses, schedule, news, references and other information. This includes periodic informational and advertising promotions on future courses and offerings.
- 4.6.3 The LMS/LCMS must interface and share information with the COH's financial and personnel data bases and operating systems automatically and without any additional COH interaction, programming or human interaction.
- 4.6.4 The LMS/LCMS must have a viable and flexible security system and a customized architecture to ensure effective communications and operations.
- 4.6.5 The LMS/LCMS must have the capability to charge cost centers and transfer funds to appropriate accounts upon registration or completion of training.

4.7 Tracking and Reporting

- 4.7.1 The LMS/LCMS must provide a predetermined set of established reports-identified by the COH that can be accessed and run by employees, managers and training group administrators.
- 4.7.2 The LMS/LCMS must have the capability to create ad hoc, one time or special reports as needed or newly identified standard reports as part of the established report package. This functionality must be simple to learn and have electronic help and assistance available within the program. The report function must be capable of using MS Office to create representations of the data. Pull down menus must be available to assist in the creation of these reports.
- 4.7.3 All reports must be capable of customization by organization from work group through cost center to division and department and across departments in job families or job groupings.
- 4.7.4 Each employee must be able to view their individual training record and their developmental plan stored in the LM/LCMS and print these records as appropriate.

- 4.7.5 The LMS/LCMS must track and report on student progress and activity both within a particular course or within a designated program or within his/her individual developmental plan.
- 4.7.6 The LMS/LCMS must track and report on an employee's professional development progress against a predefined set of training goals.
- 4.7.7 The LMS/LCMS must track and report on licensing, certification and professional education efforts both individually and as a job family or an organizational unit. The tracking must include dates of expiration and certifying authority.
 - a. For professional education requirements, the LMS/LCMS must have the capability to track the annual requirements providing reminder emails to employee and supervisor as appropriate.
- 4.7.8 The LMS/LCMS must be able to designate, track and report on mandated training. Reminders should be sent on failures to take designated training through the email system to employees and appropriate managers.
- 4.7.9 The LMS/LCMS must be able to gather and track electronic evaluation and assessment data by course and instructor. The LMS/LCMS must be able to create electronic forms and questionnaires that can be used for these level one through level four post training evaluations.
- 4.7.10 The LMS/LCMS must be able to track and report on costing, charging and billing training and development activities. These reports must be by individual cost centers, divisions and departments. The LMS/LCMS must also be able to group costs by types of expenditures, by job family or by organizational unit.
- 4.7.11 The LMS/LCMS must be able to create and provide individual employee student transcripts.
- 4.7.12 The LMS/LCMS must be able to generate reports based on the criteria required by the COH affirmative action department.
- 4.7.13 The LMS/LCMS must provide access to the underlying database structure it is maintaining to allow the development of specialized reports beyond the scope of the report generator provided by the LMS/LCMS. This can be via database Tables, Views or Stored Procedures that allow "linking" to Microsoft Access and/or Crystal Reports or equivalent (which must be specified). If this access is provided, a full description must be made available for each element as well as any necessary ODBC parameters, passwords, etc. necessary to establish the "link".

4.8 E-learning training

- 4.8.1 The LMS/LCMS_must have the capability to develop, operate and administer new proprietary courses in its spectrum of formats blended e-learning and traditional classroom.
- 4.8.2 The LMS/LCMS must provide templates to facilitate development and electronic delivery capabilities for e-learning course development.
- 4.8.3 The LMS/LCMS must provide capability to use the entire spectrum of e-learning tools consistent with the various COH electronic network and computer capabilities.
- 4.8.4 The LMS/LCMS must conform to industry standards to improve compatibility between the course and the platform (AICC, SCORN, IMS and IEEE).
- 4.8.5 The LMS/LCMS must be able to integrate purchased or propriety courses seamlessly into the learning environment (interoperability).
- 4.8.6 The LMS/LCMS must provide the capability to use electronic chat rooms and discussion forums for training purposes.
- 4.8.7 The e-learning capability must include a bookmarking capability by individual employee and a multiple learning path instruction capability based on pre-assessments.

5.0 SERVICES, EQUIPMENT, SOFTWARE AND TOOLS

- 5.1 Each proposal must include estimates for installing and configuring the LMS/LMCS solution and for providing support during implementation and integration.
 - 5.1.1 The primary work location shall be in facilities provided by the City of Houston in Houston, TX. All requirements workshops, project management meetings, training, integration, and acceptance testing shall occur at the primary work location or at facilities provided by the City.

The Contractor shall assign a Project Manager to this project. The Vendor Project Manager will serve as the primary point of contact between the City and the Contractor's team and shall be responsible for all work undertaken by the Contractor.

Contractor shall plan on having staff on-site during configuration, system integration and testing, and immediately following go-live and the cutover to the new system. Support personnel capable of troubleshooting issues and taking action must be available throughout the project.

At the start of the project, the Contractor's Project Manager should meet with the City's LMS Project Team to finalize the project plan and schedule, schedule initial meetings and workshops, and agree on and document project processes, procedures and reporting systems.

5.2 Services – Configuration Workshops and System Design Documentation

5.2.1 The Contractor shall conduct Configuration Workshops to walk through the City's current business processes and LMS requirements, and to agree on configuration details. Logistics for the workshops will be managed by the City.

5.2.2 Following the Configuration Workshops, the Contractor shall develop design documents detailing the configuration. This documentation shall be detailed enough for the LMS Project Team including an assigned Project Manager to understand the function and appearance of all screens, as well as the workflow built into the system. Following the LMS Team's review and acceptance of a final design, the Contractor's Project Manager and the LMS Project Team will finalize the design documents and project schedule.

5.3 Services – Configuration and Customization

5.3.1 The Contractor shall undertake all configuration of the core LMS application and any subsystems required to meet the requirements as defined in the workshops and design documentation.

5.3.2 The City desires to implement the chosen solution without any customizations. If customizations are required, however, the Contractor shall perform all customizations to its product offering.

5.3.3 The Contractor shall be responsible for configuring and implementing all components internal to the Proposer's proposed solution and for developing logic (internal to its solution) required to interface with external systems. The Contractor shall work with the City's IT staff and any other City Contractors to support the integration of the LMS with other systems such as SAP and Microsoft Outlook.

5.4 Hardware and Software

5.4.1 Contractor shall visit all sites that will house equipment and/or users of the system. During these visits, Contractor's staff shall determine LMS installation requirements and the suitability of the facilities and infrastructure of the sites to support the system and associated equipment. The findings of these examinations shall be compiled by the Contractor and submitted to the City.

- 5.4.2 The Contractor shall work with the City's technology support staff to provide, deliver, install, configure, test, and make operational all equipment required to support the system. The City expects the final configuration to include client, production, test, development, and training environments, but will consider alternative configurations. Proposals shall include descriptions of and costing for all hardware required to meet the City's business requirements.
- 5.4.3 The Contractor shall work with the City's technology support staff to provide, deliver, install, configure, test, and make operational all software required to support the system. The City expects the final configuration to include software deployments to desktop, production, test, development, and training environments, but will consider alternative configurations. Proposals shall include descriptions of and costing for all software required to meet the City's business requirements.
- 5.4.4 The City is interested in ensuring high availability of the LMS System. Proposals shall describe clustered, fail-over and/or disaster recovery capabilities that the Proposer's customers have successfully deployed. Proposals shall include descriptions of and costing for all hardware and software required to implement a high-availability solution.

5.5 Acceptance and Testing

- 5.5.1 Proposals shall include a description of the process by which the Contractor expects its solution to be configured, tested, and deployed. Unless a better alternative is suggested, the City expects to use a change management approach to configuring, testing, and deploying the LMS. This approach will include:
- Configuration of some or all system components in a development environment
 - Migration of one or more components to a test environment
 - Testing of deployed components
 - Migration of components, successfully completing all testing, to the production environment
- 5.5.2 At any point in this process, a problem with a component may be identified. In that event, the process shall be restarted.

5.5.3 Proposals shall include a description of the process by which the Vendor expects to obtain final acceptance of its solution. Unless a better alternative is suggested, the City expects to follow a three step approach which will include:

- a. Preliminary Acceptance follows the successful execution of a test plan designed to ensure that all aspects of the core system function as designed and the system is ready to enter the formal acceptance cycle (Integration, User and Final Acceptance)
- b. Integration Acceptance follows the successful execution of a test plan designed to ensure that all interfaces and integration points function as designed and the system is ready for user acceptance testing.
- c. User Acceptance follows the successful execution of a test plan designed to ensure that all user interactions with the system function as designed and the system is ready for go-live.
- d. Final Acceptance follows go-live and the successful operation of the system for a period of at least 90 days.

6.0 TRAINING

6.1 Training is essential to the successful use of the software system. Contractor shall be fully responsible to provide sufficient and effective training to the City to ensure the successful implementation and use of the new fully integrated system(s). The training must be to the complete satisfaction of the City of Houston departments. Contractor shall train, and repeat the training to the City personnel until this requirement is met, and at no additional cost.

- (a) The City anticipates using a train-the-trainer approach where the Contractor shall provide job specific training for each user group/category. The Contractor shall provide training for at least two (2) distinct groups:

User Group	Estimated Trainers to be trained
E.B. Cape Center Staff	18
2 Members from each Department	50

Note: These are estimates only. The City makes no guarantees that numbers will not change substantially by the time that training needs to occur. Further, the Contractor(s) may be required to provide training as specified later.

- (b) The curriculum for each course shall be sufficient to allow users with a basic understanding of LMS operations, administrative procedures, and/or technical support procedures to become proficient in the use of those aspects of the system for which they have responsibility.

- 6.2 Training Preparation: The Contractor shall analyze City end user requirements and develop the course curriculum and the training prototype. The Contractor shall work with the project team members to gain knowledge of processes and incorporate them into the new training curriculum and training prototype. The Contractor shall be responsible for writing these processes and presenting them to the City for approval. The City shall have the final right of approval of the training curriculum and protocols. The City reserves the right to require changes to the materials.
- 6.3 Availability of Training Materials: The Contractor agrees to make available, so long as the system contracted for hereunder is in use by the City, all materials used by the Contractor in any and all training courses taught by the Contractor connected with the use, operation or programming or, and such system. Such training materials shall include, but not be limited to, student materials such as syllabi, Cheat Sheets, FAQ, agendas, tests, and teaching materials such as instructor's manuals, audio-visual aids, test results, and the like.
- 6.4 Rights to Teach Internally: The City shall have the right, so long as the system/software contracted for hereunder is in use by the City to give instruction to City personnel in all courses described in the curriculum without charge, using materials supplied by the Contractor. Such use by the City or Contractor materials shall include the right to reproduce the same solely for the permitted use, which use and reproduction shall not be deemed to violate or infringe upon any patent copyright or other proprietary right of the Contractor.

7.0 DOCUMENTATION

- 7.1 The Contractor shall provide complete documentation for all components provided to the City as part of this contract. Documentation should include user manuals, training manuals, and technical manuals. Unless a better alternative is propose, all manuals should be electronically delivered and maintained.
- 7.2 Documentation Requirements
- 7.2.1 The Contractor will furnish the City with the following documentation as part of the package to be delivered hereunder, which will be in form and substance at least equal to comparable materials generally in use in the industry, in the following quantities:

Manual Type	Quantity
User's Reference Manual	1500
Operating Manual	500
Installation Manual	100
Programmer's Guide	500
Training Guide & Handouts	1500
Quick Reference Guide	1500

Also, one CD containing each of the above documents must be enclosed.

Any changes, additions or updates to these documents shall be available either through FTP or web accessible.

7.2.2 **Availability of Documentation and Future Rights** - If the documentation described in the previous clause is revised at any time or if additional documentation is developed by the Contractor with respect to the package, the Contractor, shall, forthwith upon publication, deliver to the City copies sufficient to update all copies of documentation originally furnished the City.

7.2.3 **Duplication Rights** - The City shall have the right to reproduce all documentation supplied hereunder, provided that such reproduction shall be solely for the user in the City, and that such reproductions shall be subject to the same restrictions on use and disclosure as are contained in this contract will respect to the original documentation.

7.2.4 The City shall have the right to duplicate the software and any modifications or enhancements for back-up purposes only.

8.0 WARRANTY AND ONGOING MAINTENANCE SUPPORT

8.1 Warranty

8.1.1 The Proposer should include descriptions of and costing for, at least, one year of complete service and maintenance for all hardware and software included in the proposed solution.

8.1.2 Proposals should include a description of its continuing support and maintenance options. In general, the City's LMS operations are active from 8 a.m. to 6 p.m., Monday through Friday. The LMS Team would be interested in considering options for Vendor support covering this period.

8.2 Ongoing Maintenance Support

8.2.1 Contractor maintenance agreements (and agreed upon charges to the City) will take effect one year after the City has cut over to (go live) and placed into production the purchased system that is:

- 1) Complete with customizations/modifications installed and accepted by the City, and
- 2) Complete with all work done by the (separate) implementation/integration Contractor(s).

8.2.2 During the initial production year, the Contractor fully warrants the software and hardware and will, without charge to the City, furnish such materials and services as shall be necessary to correct any defects in the operation of the system(s) and to maintain it in good working order in accordance with the specifications contained in the contract.

- 8.2.3 **Response Time for Off-Site Support:** Contractor shall provide courteous and prompt customer support, which includes returning phone calls within a two (2) hour time frame. Contractor shall provide a toll free number between 7:00 a.m. and 7:00 p.m. Monday to Friday. In addition, the Contractor is expected to provide answers to questions and full problem resolution as soon as possible.
- 8.2.4 **Emergency response:** In an emergency, Contractor shall provide technical phone support within 2 hours. In an emergency, Contractor may be required to respond to the City via remote log in or on site within 12 hours of request. The City and the Contractor will determine the emergency status, based on urgency of business need.

9.0 PROJECT IMPLEMENTATION

- 9.1 Contractor shall provide a project implementation plan and follow-up appropriate project management methodology. For evaluation, the City may consider the following project implementation components; timeline, approach, organization, methodology, testing and risk management. The vendor should include in their description of the project approach a discussion of phases of the project (e.g. inception, discovery, configuration, testing, etc.) and the expected City involvement.
- 9.2 Contractor's Project Manager and Staffing
- 9.2.1 The successful Contractor(s) shall provide an active full time certified project manager on site (work area to be provided by the City) from the time of proposal award(s) throughout the duration of the project(s); this will include the time during which implementation/integration are occurring. The certified project manager shall work exclusively with the City throughout and until full and final project acceptance, which shall continue throughout implementation/integration project acceptance.
- 9.2.2 The project manager shall be readily available to the City both in person and via phone, e-mail, and page to address issues, resolve problems, attend meetings as requested by the City Project Manager, and to ensure a smooth work flow and accurate and complete success of each phase of the project(s). The person shall be the key contact by which the City Project Manager will interact.
- 9.2.3 Contractor shall provide sufficient staffing to successfully complete this project under the timelines and requirements of this contract. The City requires that the contract provide dedicated staffing to work on the project from beginning to end.

9.2.4 The City reserves the right to accept or reject any Contractor project manager or Contractor staff member for the project and to require the Contractor to supply an immediate replacement to the complete satisfaction of the City. The Contractor's substitute project manager or staff member is subject to resume review and screening requirements of the City. The City reserves the right to reject any individual assigned to this project, and require a substitute. If a substitute is needed for any Contractor staff member, the Contractor shall notify the City Project Manager in writing fourteen calendar days in advance of any request to be considered by the City to substitute a Contractor project director or team member. Such requests shall include the reason, qualifications of the proposed new staff member, and methodology (and timeline) by which the change is to be made.

9.2.5 The Contractor will be required to provide the knowledge transfer needed among Contractor personnel at no additional cost to the City. If the Contractor substitutes a project staff member that does not have sufficient project knowledge the City may at its discretion 1) request another substitute, or 2) charge (through deduction against any amounts invoiced) the Contractor for the value of the City's time in "training" the Contractor's employee(s), or assuming the Contractor's duties. Failure of the Contractor to provide well-trained dedicated staff on a consistent, on-going basis may be considered by the City to be grounds for termination of the contract, at no additional expense to the City.

9.3 Project Progress Reports

9.3.1 Contractor shall provide the City with documentation and other information as may be reasonably requested by the City from time to time in order to verify that the Contractor's performance of services is in compliance with the terms and conditions of the proposal and contract. The Contractor's full time on site project manager shall provide the City Project manager with Daily / Weekly / Monthly status reports (Whichever is agreed by the City Project Manager) regarding the status of the project. The content and format of these reports will be recommended by the Contractor and are subject to amendment prior to approval by the City Project Manager.

9.3.2 Status reports shall include, but are not limited to: 1) activities performed in the prior period, 2) milestones achieved, 3) progress relative to the plan, 4) key issues and factors impacting the efforts being made, 5) corrective actions, if needed, and 6) planned activities for the coming period.

9.4 Customization/Modifications of Software

9.4.1 All customization and modifications of software done by the Contractor shall be required to be incorporated into the software to be installed and tested at the City site. Additional modifications that are needed as determined by the City to meet the requirements in this RFP shall be done at no charge to the City and in a timely manner. The Contractor will perform re-customization until City needs are met, as determined by the City Project Manager or his designees.

9.5 Time Frames

9.5.1 The City Of Houston wishes to maintain a complete project timeline of a minimum and maximum “cut-over” times are both nine months, with a desired maximum of nine months. It will be at the City’s sole discretion as to the feasibility of shorter or longer time frames. The City will not pay additional costs due to the City need to shorten or lengthen time frames required to effectively complete all tasks necessary.

9.5.2 The City wishes to implement all modules and sub-modules simultaneously, but is likely and reserves the right to phase in modules or business areas or sub-modules within the timeline. It will be at the City’s sole discretion as to the order in which the systems will begin the installation process.

9.6 Testing Requirements & Acceptance Testing Methods

9.6.1 City and Contractor will engage in a variety of testing processes in order to make sure that the Hardware and Software procured are functioning to the satisfaction of City. The following are a few types of testing which will be performed (but not limited to) in order to assess the performance of the Hardware and Software. The Contractor is responsible for participating in the testing process.

- (a) Stress Test
- (b) User Acceptance Testing (Includes both technical and non-technical users)
- (c) Interface Testing
- (d) Integration Testing
- (e) Final Acceptance testing

9.6.2 Upon notification that the package is installed and ready for use, the City shall perform a final Acceptance Test. The Acceptance Test shall be conducted on the City’s site and based upon scripts provided by the City to determine whether:

- (a) the package meets the specifications, and performs the functions
- (b) the run-time performance meets City requirements
- (c) the package is capable of running successfully on a repetitive basis on a variety of data, without failure

(d) the documentation and support meet all requirements

9.6.3 After delivery and upon completion of installation, the Contractor shall certify to the City that the system has been properly installed and ready for use. Thereafter, a three step acceptance test shall be performed by the City, assisted by the Contractor.

9.6.3.1 Following such certification the City will operate the system to determine whether the system(s) meets the specifications. Such tests will determine that the operating characteristics of each of the components delivered shall in fact match those given in the attached specifications with negotiated exceptions. The City shall run the tests to determine that the performance of the system matches the performance standards established during evaluation.

9.6.3.2 During the 90 day period following such certification the City shall operate the system in accordance with its normal operating practices. In the event that the operating performance of the system in any of these tests fails to meet the established specifications, the Contractor shall at Contractor's expense either

- (a) modify or adjust the system/software to meet the necessary specifications;
- (b) replace or add such components as may be necessary to make the system meet the specifications;
- (c) at the option of the City, reduce the price by an amount mutually agreed; if no reduction can be agreed to within two days, purchaser shall request re-negotiation, and Contractor shall perform under a) or b).
- (d) After adjustment, modification, repair or replacement, the City may perform the acceptance testing again and, if the systems still fail to meet the established acceptance characteristics, the City shall have the right to terminate this contract, and obtain damages which may include, but are not necessarily limited to, those identified in the Liquidated Damages clause. In no event shall payments be due for any part of the system, and in no event shall the system be deemed to be fully installed and accepted until the established standards described for the acceptance tests have been met.

9.6.3.3 If the package successfully meets these acceptance tests, the City will notify the Contractor that the package is being accepted and the term of the license shall commence. If the City deems that the package has failed to meet acceptance tests the contract shall be terminated with the Contractor at that time due to the system's failure to meet City specifications.

- 9.6.3.4 If the package is accepted and there are still modifications to be performed by the Contractor, the City will conduct another acceptance test to determine that modifications meet all specifications.

10.0 COSTS AND CHARGES

- 10.1 All payments otherwise due under this contract shall not be payable until 30 days after receipt of invoice from the Contractor. The City wishes to receive any and all discounts or rebates available to them by the manufacturer, successful Contractor, or subcontractors for the items covered under this proposal. Rebates must be listed on the line provided on the proposal form. The City will take payment discounts at the time a progress payment is made to the Contractor.
- 10.2 Price Protection Prior to Delivery: If the Contractor's established purchase price for software delivered hereunder shall be less on the date of installation thereof than the price as specified herein, this contract shall be deemed to provide such lower price; if such price shall be higher, the prices set forth shall herein apply.
- 10.3 Price Protection for Maintenance: Prices given for maintenance services in Charges by Type clause shall not be increased after adoption of Contractor's system.
- 10.4 Payment: The City shall pay the following progress payments (for the "core" software package and any other sub-modules ordered at the same time by the City):
- 20% upon installation, testing and full acceptance of the software package, inclusive of installation and acceptance of the contracted modifications.
 - 20% upon completion of training of all users as required by the City following implementation/integration.
 - 40% upon full acceptance by the City of integration implementation, including full support by the software Contractor.
 - 20% following integration/implementation ("go live") and having run with substantial success by the City for a continuous period of three months; this includes successful and acceptable software support by the software Contractor. The City shall be the sole judge of determining when this point has been reached.
- 10.5 The City will not make any adjustments in this schedule due to any delays on the part of the implementation/integration Contractor(s), or for any of these phases for any reason.

- 10.6 Charges by Type: The charges contained in the Contractor price summary are the total charges to be made under this contract, and, unless specifically to the contrary provided elsewhere herein, no additional charges shall be claimed by the Contractor for the package, any element thereof, including source and documentation, training, copies of materials, assistance in installation, error correction, upgrades, maintenance, or expenses for any other material or service to be performed hereunder.
- 10.7 Delivery: The entire package, all documentation, and the necessary installation support shall be delivered at the times and in the order agreed upon. No item or element shall, for any purpose, be deemed delivered if a prior-listed item is undelivered. There will be a \$2000 a (working) day penalty for every day the entire package (“core package” with all sub-modules as ordered by the City) is late being delivered. Delivery dates will be agreed upon between the City and the Contractor(s); a written order defining all items to be delivered, and delivery dates required will be issued by the City project manager.
- 10.8 Delivery Failure: Time is of the essence. The City will consider it a breach of contract by the Contractor if the schedule is not met. A failure to deliver any component of the package, whether documentation, object code, source code or installation support, shall be deemed to be a total failure to deliver and the package shall not be deemed delivered until all its elements are delivered. If such delivery failure persists more than TEN days after the scheduled delivery date, the City shall have the right to terminate the contract, at no cost to the City.
- 10.9 Availability of Funds: Purchase is contingent upon availability of funds. The City is not responsible, nor will it be penalized, for extending this Project due to lack of funding. In addition, the City is entitled to any and all rights listed in this agreement, including the right to terminate the agreement(s).
- 10.9.1 If funds are not appropriated to the City to continue the project and issue continued payment to the Contractor, the Contractor agrees to stop work upon notification by the City. In accordance with the agreement documents, the City will issue payment for the portion of work, product or services received as deemed appropriate by the City.
- 10.10 Liquidated Damages: In the event of a delay in delivery or training support, and in addition to and not in limitation of any other rights or remedies of the City, and in accordance with the terms, conditions, and specifications herein, it is understood that the City will suffer damages. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Two Thousand dollars (\$2,000.00) per working day of delay until the work is completed and accepted, and the Contractor and his surety shall be liable for the amount thereof. Said sums shall be withheld from payment due the Contractor from the City.

11.0 SOFTWARE SOURCE CODE ACCESS

11.1 The successful Contractor(s) shall place the source code for the software in an escrow account with a qualified third party. Contractor must agree to escrow all documentation, designs, programs, data and any other information necessary for the City to understand the operation of the software, operate the software in both production and test environments, and make modifications to the software. The escrow company will provide the City with access to this information in the event the Contractor goes bankrupt or defaults in any way as defined in this proposal.

12.0 CHANGE NOTICES/PROCESS FOR NEEDED CHANGES

12.1 No changes without authorization: there shall be no change whatsoever in the functionality, requirements, specifications, or in the scope of work under this agreement without a written change order approved by the City's project manager. Other employees of the City are NOT authorized to make or request changes. The City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the functionality, requirements, specifications, or in the scope of the work unless the City's Governing Board, or designee, has authorized the same and the cost thereof approve by a written change order.

12.2 A written change order may accommodate changes in requirements, specifications and scope of work. No extension of time for performance of the work under this agreement shall be allowed hereunder unless claim for such extension is made at the time changes are ordered, and such time duly adjusted in writing in an official amendment to the agreement.

12.3 An "amendment to contract" will be required for all substantial changes to the contract as determined by the City. Such amendments to the contract will be prepared by the City's legal department and signed by the Contractor and by the City (until after and as authorized by the City Council), evidencing their agreement upon all of the following:

- Description of change in the work;
- The amount of the adjustment in the contract sum, if any;
- The extent of the adjustment in the contract deadlines, if any;
- Changes to terms and conditions of the contract, if any.

SECTION III.

PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Contractors are encouraged to include additional relevant information

1.0 Title Page:

- 1.1 The title page should include the title of the RFP and number, the name and address of the Contractor, and the date of the proposal.

2.0 Submittal Form:

- 2.1 PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE CONTRACTOR, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 Letter of Transmittal:

- 3.1 A letter of transmittal shall include the following:
 - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Contractor.
 - 3.1.2 A statement that the proposed per unit price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
 - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Contractor; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

4.0 Expertise/Experience/Qualification Statement:

- 4.1 A brief statement describing the Contractor's background information, history, resources and/or track record to projects that is similar in size and scope of this RFP. Please limit to three (3) pages.
- 4.2 An Organizational Chart.
- 4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 4.4 Provide copies of key personnel certifications and/or licenses.

5.0 Proposed Strategy & Operational Plan:

5.1 Provide a detailed description and methodology of the proposed plan for Learning Management & Learning Content Management System, which should include, but not be limited to the following:

5.1.1 A brief statement of the Contractor understands the work to be done.

5.1.2 A detailed description that clearly defines the method of approach that will be utilized in the successful achievement of the RFP intended Scope of Work.

6.0 Proposed Equipment:

6.1 Provide complete Learning Management & Learning Content Management System description, design, functions and technical specifications of Learning Management & Learning Content Management System that is being proposed for usage.

7.0 Financial Statement:

7.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

8.0 Contents:

8.1 The contents should be identified by section, description, and page number and should include, at a minimum, the following sections:

8.1.1 Title Page

8.1.2 Signed and Notarized Submittal Form (Exhibit II)

8.1.3 Letter of Transmittal

8.1.4 Expertise/Experience/Reliability Statement

8.1.5 Organizational Chart, Resumes & Certifications/Licenses of proposed key personnel.

8.1.6 Proposed Strategy/Operational Plan

8.1.7 Proposed Equipment

8.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for past two years.

8.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation and Attachment "B" Letter of Intent (Exhibit I)

8.1.10 List of Previous Customers and List of Proposed Subcontractors (Exhibit II)

8.1.11 Pricing Form (Exhibit III)

8.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)

8.1.13 Affidavit of Ownership or Control (Exhibit VI)

- 8.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 8.1.15 Anti Collusion Statement (Exhibit VIII)
- 8.1.16 Conflict of Interest Questionnaire (Exhibit IX – Download Form at <http://www.ethics.state.tx.us/forms/CIQ.pdf>)
- 8.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
- 8.1.18 Requested Information Outlined in the Scope of Work & Other Additional Relevant/Supporting Information or Alternate Proposals.
- 8.1.19 Vendor Technical Response (Exhibit XI)
- 8.1.20 Checklist (Exhibit XII)

SECTION IV.

EVALUATION AND SELECTION PROCESS

1.0 EVALUATION SUMMARY:

ALL PROPOSALS WILL BE EVALUATED ON THE COMPLETENESS OF RESPONSES INCLUDING THE QUESTIONNAIRE MATRIX and the finalists will be selected by the city's human resources and IT departments. Finalists may be invited to present their proposals in a personal interview at a time and place to be decided.

A proposal submitted to the City of Houston in accordance with the terms, conditions, and instructions as set forth in this RFP is not to be construed as a contract. It is the City's intention to enter into a contract for Learning Management System/ Learning Content Management System (LMS/LCMS) as specified in this RFP with the successful respondent. However, the City of Houston reserves the right to reject any or all proposals.

The criteria that the City of Houston intends to use in evaluating the proposal for LMC/LCMS shall include, but are not limited to:

- 1.1.1 A history of proven operational success with the LMS/LCMS in organizations of similar size and complexity as the COH.
- 1.1.2 Organizational capacity and staff experience within the proposer's organization in fielding and deploying the LMS/LCMS in an organization similar to the COH.
- 1.1.3 The capability of the LMS/LCMS to meet or exceed the specified scope of services.
- 1.1.4 The ability of the proposed LMS/LCMS to seamlessly integrate with existing COH human resource and financial data systems, with our ms products, especially our email system and our internal networks and servers.
- 1.1.5 Quality of proposal and demonstrated history of successfully achieving COH'S specified scope of services.
- 1.1.6 Cost: the overall cost of the proposal must be reasonable. Though the city is not committed to awarding the work to the lowest priced proposer, it intends to weigh the costs proposed against the value of the products offered.
- 1.1.7 Ability of the LMS to perform without continual external programming support and to manage normal changes in our various systems without extensive external support.

1.1.8 Ability of the proposer to assume and complete the work in a timely manner.

1.1.9 Content of proposal.

1.1.10 M/WBE Participation.

2.0 Selection Process:

2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Contractor to create, modify and implement the required services. The Contractor shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Contractor fails to satisfy the City that the Contractor is properly qualified to provide the services contemplated. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below (City will decide upon the need for any additional rounds):

No.	Criteria
1	Solution fit to the City of Houston to include integration with existing and planned systems and processes.
2	References and Experience similar in scope and size to the City of Houston
3	The appropriateness and completeness of the response to the requirements spelled out in the RFP pertaining to the need of the city of Houston.
4	Cost
5	MWBE Participation

EXHIBIT I:

**GOAL ORIENTED MINORITY/WOMEN BUSINESS ENTERPRISES CONTRACT
REQUIREMENTS**

ATTACHMENT "A"

**CITY OF HOUSTON
SCHEDULE OF M/WBE PARTICIPATION**

DATE OF REPORT: _____

BID No.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION No.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE No.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

ATTACHMENT "A" (CONTINUED)

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND CONTRACTORS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OF PRINT)

TITLE

ATTACHMENT "B"

LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND CONTRACTOR

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$_____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
Name of Minority/Women Business Enterprise
services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No.: _____.

3. _____ and _____
Name of Prime Contractor **Minority/Women Business Enterprise**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

ATTACHMENT "C"

CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and Contractors are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or Contractor without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

ATTACHMENT "D"

**CITY OF HOUSTON
Affirmative Action and Contract Compliance
M/WBE Utilization Report**

Report Period _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT No.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBEs to reflect up/down variances on contract amount

Affirmative Action Division
ATTN: Velma Laws 713-837-9018
611 Walker, 20th Floor
Houston, Texas 77002

EXHIBIT II:

LIST OF PREVIOUS CUSTOMERS / LIST OF SUBCONTRACTORS / SUBMITTAL FORMS

LIST OF PREVIOUS CUSTOMERS:

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

SUBMITTAL FORM

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE CONTRACTOR, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED **AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.**

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(print or type name of Contractor – full company name)

By: _____
(signature of authorized officer or agent)

Name: _____

Title: _____

Date: _____

Address of Contractor: _____

Telephone No. of Contractor: (_____) _____

(signature, name and title of Affiant)

Notary Public in and for

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT III – PRICING

The cost of the solution should cover all necessary hardware, software and network infrastructure required to operate the solution according to the proposed implementation. The cost for Phase I and Phase II should be clearly distinguished. The prices should be associated by each communication modes.

Replace this text with Proposer name		Initial Purchase Costs	Continuing Annual Costs	Comments
1	Software			Purchase and/or Licensing Fees
2	Core Product			
3	Subsystems & Supporting Products			
4	User-based Licensing Fees			
5	Other Software Components			
6	Hardware			Include a complete bill of materials including quantities for each item
7	Production Servers and Storage			
8	Development, Test, and/or Training Servers and Storage			
9	Backup and Recovery Systems			
10	Peripherals			
11	Professional Services			
12	Configuration Workshops			
13	Design and Prototyping			
14	Configuration			
15	Interfaces			Include estimates for each of the cost components - to implement and to upgrade (assuming the Proposer's normal product release cycle)
16	Internal Costs (proposed)			
17	External Costs (est.)			
18	Other Costs			
19	Testing			
20	Training			
21	Data Conversion/Migration			
22	Cut-Over and Go-Live			
23	Post-Implementation Support and Stabilization			

24	Other Costs			
25	Optional Features (List & price individually)			
26				
27				
28				
29	Total Cost for Initial Purchase	\$		
30	Continuing Annual Costs	-	\$	
31	Projected (non-inflated) 5 Year Total Cost of Ownership	-	\$	
32	Standard Billing Rates			Breakdown hourly rates by job category
33	Proposer Project Manager			
34	Technical Analyst			
35	Functional Analyst			
36	Sr. Consultant			
37	Other			
38				

Any software not included in your quote, but required for operation of the product.
Pricing information is optional.

Product	Use	Price (Optional)

Other Requirements:

Contract Term	Three year w/ two, 1 year options
Multi-year discount	
Included number of users	
Included number of administrators	
Included number of text notification	

Recommended hardware required for an implementation that would support the scenario presented.

Hardware	Comments

Describe any issues or expectations associated with this quote.

--

Note: Add any additional cost items as needed. Also, add rebates (if any) applicable in a separate line.

**EXHIBIT IV:
City of Houston Insurance Requirements for Contracts**

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth on page 12 hereof and in Section C hereof:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that the **issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes): -

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER _____ John Doe _____

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate.

SAMPLE FOR AWARD OVER \$50,000.00

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.				General Aggregate \$1,000,000 Products-Comp/Op Agg. \$1,000,000 Personal & Adv. Injury \$1,000,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 50,000 Med. Expense \$ 5,000 (Any one person)
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.			Combined Single Limit \$1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per Accident) \$ Property Damage \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits		(X) Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT - PROCUREMENT SERVICES DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V:

City Of Houston Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE”)

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE “NONE”)

Name _____
Address

Name _____
Address

Name _____
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT VI:

CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability Company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its bid or proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**", included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT VII:

DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

ATTACHMENT A

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractor's (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

ATTACHMENT B

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy Initials
meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence
(Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Initials
Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have
been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services Initials
(HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on Initials
the City of Houston contract. The number of employees on safety impact positions during this
reporting period is_____.

_____ From _____ to _____ the following testing has occurred:
Initials (start date) (end date)

Table with 5 columns: Random, Reasonable Suspicion, Post Accident, Total. Rows: Number of Employees Tested, Number of Employees Positive, Percent Employees Positive.

_____ Any employee who tested positive was immediately removed from the City worksite consistent Initials
with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this
declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

ATTACHMENT C

Contractor's Certification Of No Safety Impact Positions In Performance Of A City Contract

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS
ATTACHMENT "D"**

I _____ as an owner or officer of
(NAME) (PRINT/TYPE)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT VIII:

ANTI-COLLUSION STATEMENT

The undersigned, as Contractor, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Contractor has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

Date

Contractor Signature

EXHIBIT IX:

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

EXHIBIT X:

CITY CONTRACTORS' PAY OR PLAY PROGRAM



**CITY OF HOUSTON
PAY OR PLAY PROGRAM
Acknowledgement Form**

Form POP-1A

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/Contractor, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address

EXHIBIT XI:

LMS/LCMS VENDOR QUESTIONNAIRE MATRIX

LMS/LCMS Questionnaire Matrix							
Evaluation Criteria							
RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.1 Vendor information							
	Is your company publicly owned?						
	Is your company the sole proprietors of the LMS/LCMS?						
	Has your company been bought/sold with in the last 10 years?						
	Has your company ever filed for bankruptcy?						
	Has your company ever been insolvent?						
	Is your company a subsidiary or affiliated with another company?						
	Does your company do criminal background checks on employees?						
	Do you anticipate any mergers, transfers of company ownerships, or departures of key personnel that might affect your ability to carry out your contract with the City of Houston?						
	Is your company involved in any current litigation that may affect or disrupt this agreement?						
	Is your company licensed to do business in the State of Texas?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.2	Vendor Experience						
	Has your company ever provided an LMS/LCMS to support an organization of the size and complexity of, and with similar specifications to the City of Houston?						
	Has your LMS/LCMS ever worked in an SAP environment?						
	Can you provide names of 3 companies where your LMS/LCMS currently is integrated in an SAP environment?						
	Can you provide the names of 3 companies where your LMS/LCMS currently is integrated with the Financial module of SAP?						
	Can you provide the names of 3 companies where your LMS/LCMS currently is integrated with the HR module of SAP?						
	Can your implementation support an installation the size of the City of Houston's?						
	Has your company ever provided training on the scale of the City of Houston?						
	Has your company ever implemented an LMS/LCMS system in a non-hierarchal structured environment?						
	Has your company ever provided/integrated an LMS/LCMS to a centralized/non-centralized hybrid form of training environment?						
	Has your company (LMS/LCMS) ever centralized a non-centralized hybrid form of training environment to the satisfaction of that customer?						
	Has your company (LMS/LCMS) ever integrated with multiple forms of legacy/database systems?						
	Has your company (LMS/LCMS) ever integrated a full service course registration system in an MS Outlook environment?						
	Has your company ever integrated an LMS/LCMS in a high volume perpetual registration environment?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.2	Vendor Experience						
	Has your company ever integrated an LMS/LCMS where there are multiple curriculum and course program authors in different/independent departments?						
	Has your company (LMS/LCMS) ever been operational in an environment where there were several major independent authoring tools?						
2.2.3	Operations						
	Can the application provide all of the operational capabilities required to administer/manage all aspects of training at the City of Houston?						
	Can the application provide a variety of management and security roles without extensive programming or external vendor support?						
	Can the application interface with existing SAP HR systems and financial systems to bill internal and external customers provide internal funds transfers and provide accounting reports?						
	Can the application schedule training sessions, classrooms, instructors, video/audio multimedia resources, training areas and other appropriate learning materials?						
	Can the application provide managers the ability to view the status of training funds?						
	Can the application apply an established fee schedule with its various components, including fee discounts and fee waivers?						
	Can the application apply an established fee schedule, including fee room rentals and equipment rentals?						
	Can the application create and administer tests and surveys?						
	Can the application create, store and report on student assessments?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.4	Student Management						
	Does the application organize administrators, management and employees into defined groups with specific functions for system access and use?						
	Does the application provide registration acceptance letters to students as well as reminders to students and their individual supervisors/managers?						
	Does the application provide a schedule of available training customized to organizational needs?						
2.2.4	Student Management						
	Does the application provide weekly, monthly, quarterly or annual class calendar schedules?						
	Does the application provide a wait list to include a relocation capability to other open sessions?						
	Does the application notify the student on the wait list when there is availability due to cancelations?						
	Does the application generate an automatic e-mail to students and supervisors/managers of the acceptance/decline of the relocation?						
	Can the application integrate appropriate support tools including interactive exercises, reference materials, lab exercises, tests (pre or post), and student assessments?						
	Can the application route the student to various learning content based on the score of the pre-assessments?						
	Does the application provide electronic reminders to students of refresher requirements, courses and or classes for certificates and or licenses?						
	Does the application maintain data on formal education that includes degrees received, schools attended?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.4	Student Management						
	Does the application create or maintain a formal education degree plan?						
	Does the application provide computer based e-learning capabilities up to and including streaming video and video-with both live/real-time?						
	Does the application distribute informational or instructional materials using the internal e-mail system?						
	Does the application have the capability to target certain groups or organizations, job types and or management levels?						
2.2.4	Student Management						
	Does the application designate selected courses or pre course work as required prerequisites?						
	Does the application notify supervisors/managers of a student's ineligibility for enrollment?						
	Does the application provide an explanation of the ineligibility for enrollment?						
	Does the application create, edit, distribute, deliver and administer assignments, including associated training materials for blended, online or classroom courses?						
	Does the application display and periodically update personalized learning paths and develop plans designated for job types, organizations, or individuals?						
	Does the application create job descriptions, roles, tasks and functions for individuals?						
	Does the application provide virtual classroom capabilities with in the City of Houston's current technology?						
	Does the application archive and store out of date materials, information and documents?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.4	Student Management						
	Does the application have the functionality to designate any college credit awarded for particular courses?						
	Does the application award internal CEU's for designated classes?						
	Does the application have the functionality to provide and maintain professional development hours?						
2.2.6	Communication						
	Does the application provide reliable communication between administrators, managers, and employees founded on the city's existing e-mail and computer technology?						
	Does the application identify learners and deliver information and or materials to targeted groups?						
2.2.6	Communication						
	Does the application have a viable, reliable and flexible security system?						
	Does the application identify and report to supervisors/managers individuals who do not report to class?						
2.2.7	Tracking and Reporting						
	Does the application have the functionality to provide a predetermined set of established reports identified by the city that can be accessed and run by employees, managers and training coordinators?						
	Does the application provide the ability to create ad hoc reports?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.7	Tracking and Reporting						
	Does the application provide the ability to customize reports based on the parameters given by the individual or organization?						
	Does the application provide pull down menus to assist in creating reports?						
	Does the application provide the ability for the student to print their individual transcripts?						
	Does the application track and report on student progress and activity both within a particular course or designated program and within his/her individual development plan?						
	Does the application track and report on an employee's professional development progress against a predetermined set of goals?						
	Does the application track and report individual licensing, certifications and professional education?						
	Does the application provide a report in individuals who do not refresh expired licenses and certificates?						
	Does the application gather report and track electronic classroom evaluations?						
	Does the application create electronic forms and questionnaires?						
2.2.7	Tracking and Reporting						
	Can the application save reports and/or forms as a PDF file?						
	Can the application save reports and/or forms as an Excel spreadsheet?						
2.2.8	E-Learning Training						
	Does the application provide the capability to develop, operate and administer new proprietary courses?						

LMS/LCMS Questionnaire Matrix

Evaluation Criteria

RFP Ref		YES	NO	Other	YES W/MODS		Notes
2.2.8	E-Learning Training						
	Does the application provide templates to facilitate development of e-learning courses?						
	Does the application seamlessly integrate with purchased proprietary courses?						
	Does the application provide the ability to use electronic chat rooms and discussion forums?						
	Does the application provide book marking by individual employees in multiple leaning paths?						
2.2.9	Data Conversion						
	Does the data conversion response from the RFP meet the city's requirements?						
	Does the application have any type of built-in capabilities for data conversion?						
	Does the application have any type of GUI based mapping component or capability?						
		TOTAL Maximum Score					

**EXHIBIT XII:
LEARNING MANAGEMENT & LEARNING CONTENT MANAGEMENT SYSTEM
REQUEST FOR PROPOSAL (RFP)
CHECKLIST**

Please check a box on each line, indicating that you have completed and included each of the required forms/material with your proposal. Attach the checklist to your transmittal letter at the front of your proposal.

		YES	NO
1	Eight (8) copies of your proposal are provided		
2	Letter of Transmittal		
3	Intent to Propose –		
4	Cost Sheets		
5	RFP questionnaire (hard copy and on CD-ROM for each component)		
6	Financial Statements		
7	Dunn and Bradstreet		
8	References List for each component		
9	License to operate in Texas		
10	Affidavit of Ownership or Control		
11	Certificate of Vote		
12	City Named as an Additional Insured		
13	Disclosure Chapter 176 – Conflict of Interest		
14	Drug Detection and Deterrence		
	Drug Policy compliance Agreement – Attachment A		
	Drug Policy Compliance – Attachment B		
	Certificate of No Safety Impact Positions – Attachment C		
	Drug Detection/Deterrence Procedures – Attachment D		
15	Equal Employment Opportunity Ordinance		
16	Fair Campaign Ordinance		
17	Insurance Requirements for Contracts:		
	General Liability		
	Auto Liability		
	Professional Liability		
	Workers' Compensation		
18	List of Previous Customers/List of Subcontractors Submittal Forms		
19	Pay or Play Program POP (section 1 and exhibit R)		
	Executive Order 1-7		
	Program Requirements		
	Acknowledgement Form		
	Certification to Comply with Pay or Play Program		
	Contractor Waiver Request Form		