



# CITY OF HOUSTON

**Annise D. Parker**

Mayor

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<http://purchasing.houstontx.gov>

May 1, 2014

**SUBJECT:** Letter of Clarification No. **3** Request for Proposal for Consulting Services for the Implementation of Infor Enterprise Software Solution for the City of Houston and ILMS Replacement Addendum

**REFERENCE:** Request for Proposal No. S37-T24895

**TO:** All Prospective Proposers

**This Letter of Clarification is issued for the following reasons:**

**To revise the above referenced solicitation as follows:**

1. **Re-schedule the Pre-Proposal Date from Friday, May 16, 2014 to Friday, May 9, 2014.**
2. **CHANGE the Solicitation Due Date from Thursday, June 5, 2014 to Thursday, May 29, 2014 at 2:00 p.m.**

When issued, Letter(s) of Clarification shall automatically become a part of the proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

Sincerely,

*Joyce Hays*

Joyce Hays  
Sr. Procurement Specialist  
Strategic Procurement Division

cc: File Folder T24895

Attachment: Revised pages 1, 3, 5, 14

**END OF LETTER OF CLARIFICATION 3**

<p>STRATEGIC PURCHASING DIVISION</p>	<p><b>CITY OF HOUSTON, TEXAS</b>  <b>NOTICE OF REQUEST FOR PROPOSAL (RFP)</b>  <b>SOLICITATION NO.: S37-T24895</b></p>	<p>"PARTNERING TO BETTER SERVE HOUSTON"</p>
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NIGP CODE: 920-64

SOLICITATION DUE DATE/TIME: ~~May 22 June 5~~ May 29, 2014 at 2:00 P.M., CST

SUBMITTAL LOCATION: City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
Houston, Texas 77002

DESCRIPTION: **CONSULTING SERVICES FOR THE IMPLEMENTATION OF  
INFOR ENTERPRISE SOFTWARE SOLUTION FOR THE CITY  
OF HOUSTON AND ILMS REPLACEMENT ADDENDUM**

PRE-PROPOSAL CONFERENCE:	<table border="1"> <thead> <tr> <th>Date</th> <th>Time</th> </tr> </thead> <tbody> <tr> <td>05-02-16 09-2014</td> <td>9:00 A.M.</td> </tr> </tbody> </table>	Date	Time	05-02-16 09-2014	9:00 A.M.	<p><i>Location</i>  SPD, 900 Bagby, CR-1  City Hall Annex,  Houston, TX 77002</p>
Date	Time					
05-02-16 09-2014	9:00 A.M.					

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

Solicitation Contact Person:  
Joyce Hays

\_\_\_\_\_  
Name  
joyce.hays@houstontx.gov  
\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City Purchasing Agent  
April 25, 2014  
\_\_\_\_\_  
Date

**SPECIAL INSTRUCTIONS TO PROPOSER(S)**  
**SOLICITATION NO. S37-T24895**

4.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

**5.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

5.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, Joyce Hays, telephone: 832.393.8723, fax: 832.393.8759, or e-mail (preferred method) to Joyce.Hays@houstontx.gov, no later than **Wednesday, May 7-14, 2014 at 12:00 p.m. CST**. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

**6.0 LETTER(S) OF CLARIFICATION:**

6.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) 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.

6.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

**7.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

7.1 Each Proposer 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.

7.2 Before submitting a Proposal, each Proposer 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 Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

**8.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

8.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

8.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

**9.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S):**

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

**10.0 PROTEST:**

10.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual [http://purchasing.houstontx.gov/docs/Procurement\\_Manual.pdf](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest

**UNIFORM INSTRUCTIONS TO PROPOSER(S)**  
**SOLICITATION NO. S37-T24895**

- 1.0 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.
- 2.0 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.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Proposer 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 secrets to the extent provided by law.
- 5.0 Proposer(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).
- 6.0 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(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.
- 7.0 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.0 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer 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 Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.
- 9.0 Proposer(s), 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 RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or **October 15, 2014** for a term of three (3) 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.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 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 negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the 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.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall 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.

**SPECIAL TERMS AND CONDITIONS**  
**SOLICITATION NO. S37-T24895**

9.2 <u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	April 25, 2014
Pre-Proposal Conference (9 a.m.)	May <del>2</del> 9, 2014
Questions from Proposers Due to City (3 p.m. CST)	May <del>7</del> 16, 2014
Proposals Due from Offeror(s) (2 p.m. CST)	May <del>22</del> 29, 2014
Contract Preparation and Notification of Intent to Award (Estimated)	July <del>8</del> 15, 2014
Council Agenda Date (Estimated)	October <del>24</del> 1, 2014
Contract Start Date	October 15, 2014

**ADDITIONAL CONTRACT TERMS**

**9.3 Representations and Warranties**

9.3.1. With respect to services provided by Contractor (including its agents, subcontractors, employees, and any Person acting on Contractor's behalf), Contractor represents and warrants that:

- (a) no amendment to this Agreement or additional cost or expense shall be required by Contractor during the Term in order for Contractor to be able to perform the Services in accordance with the representations and warranties in this Section;
- (b) Contractor is capable in all respects of providing and shall provide all Services in accordance with Contractor's response to the Request for Proposals and this Agreement;
- (c) Contractor shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work and Services of this kind; and
- (d) Contractor shall perform all work and Services using trained and skilled Persons having substantial experience performing the work and Services required under this Agreement.

**9.4 Data Loss**

9.4.1. If as a result of Contractor's actions or omissions, Contractor damages the City's Infor Software or related IT Resources (including any systems, databases, or applications) or otherwise causes the City's warranty on any software to be void or voided, Contractor shall, at no cost to the City, immediately repair, replace, or modify the affected software or systems at the Director's request. Contractor shall completely recover the data and restore the affected Infor Software and related IT Resources to the most recent uncorrupted state. Contractor's obligation to immediately repair, replace, or modify the City's Infor Software and affected IT Resources as directed by the Director shall be a material duty under this Agreement. If none of the foregoing solutions stated in this paragraph are successful or commercially practicable, as determined by the Director, then the Director may terminate this Agreement and within thirty (30) days of termination, Contractor shall provide the City with a pro rata refund of all other fees paid under this Agreement.

**9.5 INTELLECTUAL PROPERTY INDEMNIFICATION AND RELEASE**

9.5.1. CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY CONTRACTOR SOFTWARE AND LICENSED PRODUCTS DURING THE TERM OF THIS AGREEMENT INFRINGES ON ANY INTELLECTUAL PROPERTY RIGHT; INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK; OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

9.5.2. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS THAT PREVENT THE CITY FROM USING THE