

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

SOLICITATION DUE DATE/TIME: May 15, 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>04-25-2014</td> <td>9:00 A.M.</td> </tr> </tbody> </table>	Date	Time	04-25-2014	9:00 A.M.	<table border="0"> <tr> <td><i>Location</i></td> </tr> <tr> <td>SPD, 900 Bagby, CR-1 City Hall Annex, Houston, TX 77002</td> </tr> </table>	<i>Location</i>	SPD, 900 Bagby, CR-1 City Hall Annex, Houston, TX 77002
Date	Time							
04-25-2014	9:00 A.M.							
<i>Location</i>								
SPD, 900 Bagby, CR-1 City Hall Annex, Houston, TX 77002								

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.

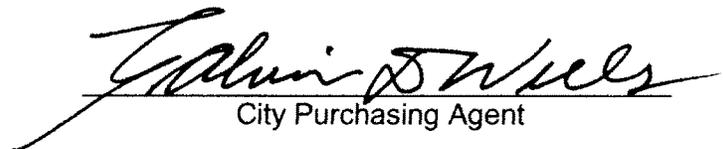
PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Joyce Hays

Name

joyce.hays@houstontx.gov

E-Mail Address



City Purchasing Agent

April 18, 2014

Date

1.0 INVITATION TO PROPOSE

- 1.1 The City is requesting proposals for implementation and integration services for an Infor Enterprise Software Solution as defined below and in the ILMS Replacement Addendum. The City will only consider proposals from implementation and integration services companies that have successfully implemented and integrated the Infor IPS CDR, Infor IPS Call Center, Infor EAM and Infor Middleware software solutions for municipal utilities and/or state and local government agencies.
- 1.2 All responses received within the specified time period that comply with the terms set forth in this RFP will be considered by the City. Subsequently, each response will be evaluated against conformance to requirements and established evaluation and selection criteria. Proposals must be in compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification at the sole discretion of the City.
- 1.3 The City reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments as the City may deem necessary and appropriate.
- 1.4 Receipt of a proposal by the City or a submission of a proposal to the City confers no rights upon the proposer nor obligates the City in any way.
- 1.5 Any such waiver shall not modify or waive any remaining RFP requirements or excuse the proposer from full compliance with the RFP specifications and other requirements if the proposer is selected for agreement award.
- 1.6 The City may reject the proposal of any proposer that is determined to be non-responsive.

2.0 SUBMITTAL PROCEDURE:

- 2.1 Ten (10) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional ten (10) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

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

- 2.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 2.3 Proposers may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 2.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

3.0 PROPOSAL FORMAT:

- 3.1 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.
- 3.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(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.

4.0 PRE-PROPOSAL CONFERENCE:

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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, April 30, 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 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

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of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

- 10.2 A protest shall include the following:
 - 10.2.1 The name, address, e-mail, and telephone number of the protester;
 - 10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 10.2.3 Identification of the RFP description and the RFP or contract number;
 - 10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 10.2.5 The desired form of relief or outcome, which the protester is seeking.

11.0 NO CONTACT PERIOD:

- 11.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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- 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 before **October 1, 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.

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- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 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.
- 21.0 The selected Proposer(s) 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.
- 22.0 After contract execution, the successful Proposer 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.
- 23.0 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.
- 24.0 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 provide 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.

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1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER 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.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER 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:

1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

1.3.1 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.

2.0 INDEMNIFICATION PROCEDURES:

2.1 Notice of Claims. If the City or Prime 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 30 days. The notice must include the following:

2.1.1 a description of the indemnification event in reasonable detail,

2.1.2 the basis on which indemnification may be due, and

2.1.3 the anticipated amount of the indemnified loss.

2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different

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amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

2.3.1 Assumption of Defense. Prime 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/Supplier 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 must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.3.2 Continued Participation. If Prime 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 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 Prime 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.

3.0 **INSURANCE REQUIREMENTS:**

3.1 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.**

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

3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 \$500,000 per occurrence

3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

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

3.2.3 Automobile Liability (See Note Below):

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

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

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- 3.2.4.1 Bodily injury by accident \$100,000 (each accident)
- 3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
- 3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.2.5 Professional Liability: \$1,000,000 per occurrence and \$1,000,000 aggregate
- 3.3 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.
- 3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.
- 3.5 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 their policies excluding Workers' Compensation and Employer's Liability.
- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.

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- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor 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.
- 3.6.6 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, except for Professional Liability insurance.
- 3.6.7 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.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 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.
- 3.6.10 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.
- 3.6.10.1 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 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 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.
- 3.6.11 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.

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

- 4.1 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, 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

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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.

5.0 INSPECTIONS AND AUDITS:

5.1 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.

6.0 INTERPRETING SPECIFICATIONS:

6.1 *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 Proposer(s) 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.*

6.2 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 Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

7.1 **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, HE 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 THEREFOR.

8.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE:

8.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Proposers, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

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1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") 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 **30%** of the value of the services portion this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

1.2 M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

2.1 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 & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

3.1 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 into contracts. Therefore, all Proposers 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.

3.2 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.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

4.1 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.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

5.1 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 Proposer(s) 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.

6.0 HIRE HOUSTON FIRST:

6.1 Designation as a City Business or Local Business

6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a

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contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

- 6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbhc/hirehoustonfirstaffidavit.pdf>

- 6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952 or Applications may be submitted with proposal response.

6.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter 15 of the City Code of Ordinances**

- 6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

7.0 **PROJECT ADMINISTRATION:**

- 7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 **STANDARD PAYMENT TERMS**

- 8.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

- 8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

- 8.3 If the City fails to make a payment according to the early payment schedule above, but does pay in conformity with the Texas Prompt Payment Act, there shall be no penalty to the City. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

9.0 **PROCUREMENT TIMELINE/SCHEDULE:**

- 9.1 Listed below are the important and estimated completion dates and times for this Request for Proposal (RFP).

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<u>9.2</u> <u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	April 18, 2014
Pre-Proposal Conference (9 a.m.)	April 25, 2014
Questions from Proposers Due to City (3 p.m. CST)	April 30, 2014
Proposals Due from Offeror(s) (2 p.m. CST)	May 15, 2014
Contract Preparation and Notification of Intent to Award (Estimated)	July 1, 2014
Council Agenda Date (Estimated)	September 17, 2014
Contract Start Date	October 1, 2014

ADDITIONAL CONTRACT TERMS

9.3 Representations and Warranties

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

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

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.
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

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CONTRACTOR SOFTWARE AND LICENSED PRODUCTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

3. IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS UNDER THIS AGREEMENT, IF IN CONTRACTOR'S OPINION AN INFRINGEMENT CLAIM IS LIKELY TO OCCUR OR WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF AN INFRINGEMENT CLAIM, CONTRACTOR SHALL, AT ITS EXPENSE, EITHER: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE CONTRACTOR SOFTWARE AND LICENSED PRODUCTS; OR (B) IF BOTH PARTIES AGREE, CONTRACTOR SHALL REPLACE OR MODIFY THE CONTRACTOR SOFTWARE AND LICENSED PRODUCTS SO THAT THEY BECOME NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE CONTRACTOR SOFTWARE AND LICENSED PRODUCTS OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND ANY SUMS THE CITY HAS PAID UNDER THIS AGREEMENT LESS THE PRO-RATED AMOUNT OF FEES THE CITY PAID FOR ITS USE PRIOR TO RETURNING THE CONTRACTOR SOFTWARE AND LICENSED PRODUCTS.
4. THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION APPLIES TO ALL CONTRACTOR SOFTWARE AND LICENSED PRODUCTS THAT CONTRACTOR PROVIDES, FURNISHES, SUPPLIES, USES, OR SELLS TO THE CITY UNDER THIS AGREEMENT WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF CONTRACTOR SOFTWARE AND LICENSED PRODUCTS DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE THE CONTRACTOR SOFTWARE AND LICENSED PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.
5. THE INTELLECTUAL PROPERTY INDEMNIFICATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE THAT CONTRACTOR PROVIDES PURSUANT TO THE INTELLECTUAL PROPERTY INDEMNIFICATION SECTION.

9.6 City Data

1. The City is, will be, and shall remain at all times the owner of all of the City's Data and the City's Confidential Information. Contractor expressly acknowledges that the City has all right, title, or other ownership interest in the City's Data and the City's Confidential Information and Contractor shall not possess or assert any lien or other right against the City's Data or the City's Confidential Information.
2. The City may use and is permitted to use for any purpose any of the City's Data or the City's Confidential Information, including data provided by Contractor. At all times, including during the Term of this Agreement, and after the termination or expiration of this Agreement or any license Contractor grants to the City, the City retains the right to reveal or extract the City's Confidential Information and all City Data from Contractor's Software and Products, and the right to use the City Data and the City's Confidential Information for the City's own use, and for use with other vendors and software or products provided by other vendors.
3. Upon request by the Director at any time during the Term and upon expiration or termination of this Agreement, Contractor shall promptly provide to the Director, in the format and on the media reasonably requested by the Director, all or any part of the City Data in Contractor's possession, custody, or control.

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1.0 Introduction to Solicitation

1.1 Overview of the City

1.1.1 The City (City) is the largest city in Texas and the fourth-largest city in the United States. The City serves a citizen base of over 2.2 million people. Houston is the seat of Harris County, and its metro area is the fifth-largest in the U.S., with over 6 million people. The City supports a broad industrial base in energy, manufacturing, aeronautics, and transportation. It is also a leader in health care sectors and building oilfield equipment. The City is second only to New York City as the home to Fortune 500 company headquarters.

1.1.2 The City currently uses a number of applications across multiple City departments for various asset management, work order management, work place management, service request and materials management tasks as well as multiple applications for planning, permitting, licensing, business licensing and code enforcement. Many of the applications are home grown or no longer vendor supported. The City plans to implement Infor Enterprise Software solutions including Infor Public Sector Community Development and Regulation (IPS CDR), Infor Public Sector Call Center (IPS Call Center), Infor Enterprise Asset Management System and Infor Middleware solutions for service request management to eliminate system redundancy providing City resources with the tools to improve service to the citizens of Houston by leveraging the City's current software application investments.

1.1.3 The primary focus of the initial development of the City's Enterprise Asset Management, Enterprise Community Development and Regulation for planning, permitting, business licensing, code enforcement, case management and Enterprise Service Request Management is to support a broad range of City departments. Key City departments included in the scope of this initiative are:

- Department of Neighborhoods
- Fleet Management Department
- Parks and Recreation Department
- Planning and Development Department
- Solid Waste Management Department
- General Services Division
- Houston Fire Department
- Houston Police Department
- Municipal Courts Department
- Administrative and Regulatory Affairs Department
- Public Works & Engineering Department
- Health and Human Services Department
- Houston IT Services

1.2 Background

1.2.1 The City has identified at least eight (8) asset and asset work order management applications in the current City's application solution landscape as well as multiple application solutions to support permitting and code enforcement departments across the City. Lack of a centralized resource or enterprise tool to support City staff and management has led to inefficiencies founded on:

Aging technology application footprint impacting employee productivity, citizen service, and city-wide sharing of information;

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Critical core applications are no longer supported, internally developed, and/or rely on limited city Personnel posing operational risks;

Limited standardization of common business processes city-wide due to multiple applications responsible for similar processes; and

Limited City cross-departmental communication to support status, reporting and decision making for activities such as City Service Requests, case management of code violations, inspection scheduling and, field work order management.

1.2.2 Along with a variety of data collection solutions based in Excel and Access, the current City legacy applications identified below are in scope for replacement with the Infor Enterprise Software Solution Program:

Current Systems in Scope	City Departments
FORMS	Neighborhoods
M5 AssetWorks/Fuel Force	Fleet Management
ILMS (Planning, Permitting, License, Code Enforcement)	Public Works – Utilities
Mapper, CityWorks	Parks and Recreation
CityWorks, Sprocket, Tririga	General Services
Lagan 311 (Service Request Management), Commercial Permitting & Transportation (CDP), Burglar Alarm Permitting, False Alarm Tracking and False Alarm Management System	Administration & Regulatory Affairs

1.2.3 The City is looking to build on current application solution investments and standardize with a City-wide enterprise solution.

- Leverage City's investment in Infor Enterprise Software solution including Infor EAM, Infor IPS CDR, Infor IPS Call Center and Infor middleware strategies.
- Maximize and leverage value of current investments in Infor, SAP and Lagan/Kana 311 systems.
- Utilize best in class single instance of industry leading applications to perform core business processes including asset management, work order management, customer service, business licensing, code enforcement and permit processing.
- Standardize business process and improve cross departmental communication and information.
- Improve reporting and management decision making with visibility to real-time, centralized information across City departments and to the public.
- Capture additional information to support best practice methods for asset management, warranty management, standardizing asset acquisitions and monitoring important management and employee performance metrics.
- Eliminate redundancy and improve cross-departmental communication and approvals.
- Improve City productivity and eliminate inefficiencies through mobility for the City's field resources.
- Maximize the City's ability to provide accurate information to citizens as well as provide additional citizen self service capabilities.
- Enable the City to keep citizens informed of any changes to the status of their Service Requests (SR), including changes to follow-on cases related to the initial SR.

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1.3 Project Intent

1.3.1 The City is seeking proposals from qualified implementation and integration services companies (hereinafter referred to as "Proposer"). The selected Proposer will provide services for the successful implementation of Infor Public Sector Community Development and Regulation (IPS CDR), Infor Public Sector Call Center (IPS Call Center), Infor Enterprise Asset Management and Infor Middleware Solutions. The integration of the IPS CDR, IPS Call Center and EAM System with City business systems, and implementation of standardized business processes to optimize management of the City's planning, permitting, code enforcement procedures; assets and asset work order management and service request management while eliminating system redundancy. Integration and interfaces of Infor and non-Infor solutions will be accomplished via Infor middleware solutions. (See **Attachment D – Interface Matrix and ILMS Replacement Addendum**)

1.3.2 The City has separated the solicitation, procurement and implementation of the citywide effort into three parts.

Part 1 will be the separate purchase of Infor Enterprise Software. This part will be completed before the award of the successful Proposer and Integrator for Part 2.

Part 2 is the solicitation and selection of an Integrator who will provide services to implement the Infor IPS CDR, Infor IPS Call Center and Infor EAM system solutions (hereinafter referred to as "**Infor Enterprise Software Solution Program**").

Part 3 is the inclusion of Public Works & Engineering (PWE) Integrated Land Management System (ILMS) with Electronic Plan Review (EPR). PWE will select and purchase the EPR solution separate from this solicitation. The specific requirements for the ILMS replacement portions of this solicitation are contained in Addendum for ILMS Replacement in this document. The Addendum for ILMS Replacement Statement of Work is to ensure the anchor application for PWE and citywide stakeholder's requirements are met. Proposers are being asked to evaluate and respond to the requirements, quality deliverables and timelines of the entire RFP, however, cost and pricing submissions specific to the Addendum for ILMS Replacement must be listed separately for the total evaluation. Where appropriate, Proposers may offer recommendations for optimization of resources, timelines and overall economies of scale. For example, there are stakeholders referenced in the based RFP and the Addendum, the opportunity exists to positively leverage and potentially integrate the implementation plans. Where gaps exist or there are perceived redundancies in requirements, Proposers are strongly urged to ask for clarifications.

1.3.3 The requirements defined in this RFP are intended to provide the City with an Infor Enterprise Software Solution that is integrated with the City's key business systems and configured to support the City's asset management, asset work order management, service request management, planning, permitting, business licensing and code enforcement business processes.

1.3.4 The City intends to use the standard functionality of Infor's Enterprise Software suite to define industry best business practices to the greatest possible extent. Accordingly, the City intends to replace all existing asset and work management systems, including Computerized Maintenance Management Systems, spreadsheets, and Microsoft Access databases, with Infor Enterprise Software suite. The City intends to implement a system that is essentially off-the-shelf. Infor modules and features will be implemented, for the most part, with standard and configured functionality.

1.3.5 The City intends to implement and deploy the following Infor Enterprise Software Solutions:

Infor EAM Enterprise Edition
Infor EAM Enterprise Mobile
IPS CDR for:

- Planning

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- Projects
- Building Permits
- Use Permits
- Trade Licensing
- Business Licensing
- Permitting to Business Licensing to Permits
- Code Enforcement / Case management
- Customer Service
- CDR Billing
- IPS Mobility
- Call Center and Service Request Management

Infor ION (Intelligent Open Network)
Infor Ming.le

1.3.6 The City intends to deploy the Infor Enterprise Software Solutions over a 24-36 month period. The deployment approach for the enterprise solution over the following departments will be in a staged or phased approach.

	Asset Management	Permitting/Code Enforcement	Service Request Management	
Neighborhoods		✓	✓	
Forest Management	✓		✓	
Solid Waste	✓	✓	✓	
Parks and Recreation	✓	✓	✓	
General Services	✓	✓	✓	
Admin. & Reg. Affairs	✓	✓	✓	
Fire	✓	✓	✓	
Utilities	✓	✓	✓	
Street and Drainage	✓		✓	
Traffic Operations	✓		✓	

Public Works

Mobile

Middleware - City Wide Integration

Social Collaboration

1.37 This document describes the services and qualifications the Proposer is expected to fulfill and provides resources to enable the prospective Proposer to evaluate the scope of work and ultimately produce service solution proposals for the City.

2.0 Scope

2.1 Infor Program Management

Section 2.1 spans the entire Infor Enterprise Software Solution Program throughout all the design, implementation, and deployment tasks. The City will be responsible for overall program management. The selected Proposer will comply with, participate in, and cooperate with all efforts identified for effective project management.

2.1.1 Project Management Plan

The Proposer will provide project management for all four deployment phases (stages) of the project. The City will provide project management sufficient to support the completion of tasks on schedule, as

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defined by the Proposer and accepted by the City. The Proposer will provide a detailed discussion of the planned project management elements proposed to complete this very diverse project. This will include methodologies, techniques, tools, deliverables, project governance, and expectations of the City staff.

The City's proposed deployment stages for the project are:

Deployment Stages	City Departments
Enterprise Asset Management and Work Order Management	
Stage 1	Fleet Management
Stage 1	Solid Waste
Stage 1	Parks and Recreation
Stage 1	General Services
Stage 1	Administration & Regulatory Affairs
Stage 1	Planning and Development
Stage 1	Fire
Stage 1	Public Works – Utilities
Stage 1	Public Works – Street and Drainage
Stage 1	Public Works – Traffic Operations
Code Enforcement and Inspection	
Stage 2	Neighborhoods
Stage 2	Solid Waste
Stage 2	Parks and Recreation
Stage 2	Fire/Police/Municipal Courts
Stage 2	Administration & Regulatory Affairs
Stage 2	Public Works – Utilities
Planning, Permitting, Licensing	
Stage 3	Neighborhoods
Stage 3	Solid Waste
Stage 3	Parks and Recreation
Stage 3	Fire
Stage 3	Administration & Regulatory Affairs
Stage 3	Planning and Development
Stage 3	Public Works – Utilities
Service Request Management	
Stage 4	Neighborhoods
Stage 4	Fleet Management
Stage 4	Solid Waste
Stage 4	Parks and Recreation
Stage 4	General Services
Stage 4	Administration & Regulatory Affairs
Stage 4	Planning and Development
Stage 4	Fire
Stage 4	Public Works – Utilities
Stage 4	Public Works – Street and Drainage
Stage 4	Public Works – Traffic Operations

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2.1.1.1 Deliverables

- Install and test Infor software for all departments listed in Section 1.1.3 and in the ILMS Replacement Addendum.
- Provide detailed documentation of the software configuration and how the software is installed
- Provide detailed current and proposed business process maps, in the form of swim lanes, using Microsoft Visio, for all business processes captured as part of the project startup for **all** phases of the implementation.
- Proposer will provide detailed project plans, change management plans, training plans, organization change management plans, knowledge transfer plans, data migration and validation plans, project organizational structure and major milestones based on deliverables for **all** phases of the implementation.
- Proposer will include methodologies, testing plan, techniques, tools, deliverables, meetings, and expectations of the City staff as part of the project management plan for **all** phases of the implementation.
- Proposer will contribute to issue tracking logs to help mitigate risks and problems for **all** phases of the implementation.
- Proposer will provide regular project status reports for all phases of the implementation.
- Proposer will contribute to project change management and control documentation for **all** phases of the implementation.
- Proposer will include project/program implementation plan that encompasses base requirements and those included in **ILMS Replacement Addendum**

2.1.2 Change Management

The City of Houston will implement the change management plan developed in Section 3.1.1 (Program Management as submitted by the Proposer) to ensure successful implementation of the Infor Enterprise Software Solution Program and acceptance by all stakeholders, including end users, project governance committees, managers, business leaders and program implementation staff. Integrator will work with the City of Houston to identify the appropriate staff and/or position types.

2.1.3 Training, Knowledge Transfer and Organizational Change Management

Integrator will provide training, knowledge transfer and organizational change management as developed in section 3.1.1 (Program Management as submitted by the Proposer) for all asset groups and all phases of the project. At a minimum, training shall include user based training on the use of the Infor Enterprise Software suite, on-site support after installation, as well as training to support the new business processes and methodologies via the organizational change management recommendation.

2.1.3.1 Deliverables

A) End user training documentation by role for new business processes

Technical training documentation for system administration and support, including:

- System administration for the entire software suite
- Role-based security
- System configuration for the entire software suite
- Middleware support (ION and Ming.le)
- E-Pak (quote to be provided for 1000 concurrent users. (The URL for this package is located at the following link: <http://go.infor.com/epak/>)
- Documentation for all integration points and interfaces (temporary and those that will remain after implementation and decommissioning of legacy system). (See **Attachment D –Interface Matrix**

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and ILMS Replacement Addendum all of Section 1.0)

- Documentation for all data migration from legacy systems and to all new data models.
- Integrator will include project/program implementation plan that encompasses base requirements and those included in **ILMS Replacement Addendum**.

B) Training Sessions

- In accordance with training described in the submission, train the trainer, technical staff and end user training will be recommended by the Proposer.
- Training plan that can be accepted by City
- A combination of on-site leader led training with recommended training sessions per user/role as industry best practices would dictate.
- Train the trainer, individual user session and web sessions can be proposed.
- Specify for each phase and each department or each software module what training is required at a minimum, including how training would scale for an organization of the size and complexity as the City.

2.1.4 System Solution Testing

Integrator will implement the testing plan as proposed and accepted by the city to ensure successful implementation of the Infor Enterprise Software Solution Program.

Perform the following for each asset group in **all** deployment phases:

- A. Test, verify, and validate the system in a controlled test environment.
- B. Perform user acceptance testing to validate the functional use of the system, business processes and data, including the business rules, software configuration, data conversions and interfaces.
- C. Document and validate the 'as-is' processes and cross walk against the "to-be" processes as captured during the business process improvement sessions
- D. Develop test plans and scripts based on the "to-be" business processes.
- E. Test each business process scenario and step in detail.
- F. Perform quality assurance testing with validation and acceptance.
- G. Perform load testing and performance tuning before go-live.

2.1.4.1 Deliverables

- Documentation of 'as-is' business processes based on the business process improvement sessions
- Documented test plans and scripts based on the "to-be" business processes (See also **ILMS Replacement Addendum**) business processes
- Documented results of test scripts and scenarios with remediation plans around performance.
- **See also ILMS Replacement Addendum**

2.2 Pre-Deployment Design, Analysis and Setup

Section 3.2 is focused on preparing design, analysis, and setup in preparation for Infor Enterprise Software Program Deployment to the City's deployment groups and associated departments. Proposer will be responsible for all requirements within this section, with the cooperative efforts of the City of Houston when necessary.

2.2.1 System Architecture Design & System Installation

- A. Identify major hardware and software sub-systems and components required for implementation, including:

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- b. IPS CDR modules, middleware, operating systems, databases
 - c. The City of Houston business systems, third party software systems and technical infrastructure.
 - d. The City of Houston interface matrix for required integration points and interfaces. (See **Attachment D – Interface Matrix and ILMS Replacement Addendum**)
- B. Develop hardware and software specifications for the Infor Enterprise Software System and sub-systems.
- C. Install the Infor Enterprise Software System, sub-systems and modules, including but not limited to all Infor Enterprise Software core modules for EAM and IPS CDR, as well as the following additional modules:
- a. EAM DataBridge
 - b. GIS Connector
 - c. Web Services Connector
 - d. Infor ION
 - e. Infor Ming.le
 - f. Mobility for Infor Enterprise Software
 - g. IPS Dynamic Portal
 - i. Integrator shall implement the web based portal so that system access is tailored to the role and user, specific to individual department and divisions/sections inside department.
 - ii. Integrator shall provide the ability to have customized dashboards per department.
 - h. Any integration points and interfaces (temporary and those that will remain after implementation and decommissioning of legacy system) as required to ensure city systems remain functional. (See **Attachment D – Interface Matrix and ILMS Replacement Addendum**)

2.2.1.1 Deliverables

- 2.2.1.1.1 Technical memorandum defining the system architecture to be implemented, including architectural diagrams and process flow diagrams (business and technical process flows).
- 2.2.1.1.2 Installation Systems & technical memorandum documenting all installation procedures.
- 2.2.1.1.3 Documentation of integration points and interfaces, the data elements being shared and the related systems.
- 2.2.1.1.4 Documentation of the hardware landscape required by phase for complete implementation.

2.2.2 Develop Detailed Asset Management Business Processes

Develop the Business Processes identified in **Attachment B and in the ILMS Replacement Addendum Sections – Infor Enterprise Software Business Process Analysis** for each deployment group and as outlined in the Program Implementation Plan. This task shall include the following:

- A. Perform detailed business process analyses for each deployment group to realize the following goals:
- a. Standardize business processes across the enterprise
 - b. Implement Public Sector best practices for asset management, work order management, planning, permitting, licensing, code enforcement and service request management.

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- B. Develop detailed business process models for each deployment group.
- C. Develop key performance indicators (KPI) for each business process within each deployment group.
- D. Develop workflow, data migration and data entry standards for each business process.

This task shall include workshops, brainstorming sessions, schedules, products and deliverables sufficient to develop detailed Business Processes that build on the high level “to-be” roadmap identified in **Attachment C – Infor Enterprise Software Roadmap** and in the **ILMS Replacement Appendix Sections**.

2.2.2.1 Deliverables

- 2.2.2.1.1 Technical Memorandum that documents the detailed Business Processes for each deployment group (this technical memorandum shall include detailed descriptions of all process steps as well as detailed process models)

2.2.3 GIS-Data Alignment and Acquisition

- 2.2.3.1 The Integrator shall ensure that the GIS asset and permitting data model is aligned with the data required by the Infor Enterprise Software System and Programs.
- 2.2.3.2 The Integrator shall identify and plan for the acquisition of group GIS and GIS related data. This acquisition shall be aligned in terms of content and schedule with the Infor Enterprise Software implementation. This plan shall include rigorous quality assurance procedures to ensure the data quality will meet the City’s business process requirements for the Infor Enterprise Software.
- 2.2.3.3 The Integrator shall ensure that GIS data will allow for uploading information from handheld (tablets, laptops, smart phone) devices as well as download from COH servers. Specifically compatible with handheld devices with touch screen technology and filtered drop-down menus.

2.2.3.1 Deliverables

- 2.2.3.1.1 Technical Memorandum that describes all GIS changes that shall be performed to align the Infor Enterprise Software and GIS data models with the level of effort required by Proposer and the City of Houston staff.
- 2.2.3.1.1 Technical Memorandum that describes all GIS data cleansing work to be performed with the level of effort required by Proposer and the City of Houston staff.

2.2.4 Data Management and Acquisition Plan

The Integrator shall produce a Data Management and Acquisition Plan. The data acquisition plan shall provide the standardized Infor Enterprise Software system classification lists across the departments to enable the Infor Enterprise Software system to work effectively. This standardization effort shall also include appropriate codes and naming conventions. Examples of these classification lists are as follows:

- Asset Criticality
- Asset Strategy
- Work Types
- Work Priority
- Priority
- Material items
- Manufacturers
- Crafts
- Preventative Maintenance Schedules

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- Standard Work Orders
- Asset Attributes (ID, Name, Location)
- Asset Failure Information
- Warranty information
- GIS Land Management
- Community Development and Regulation Application Types
- Inspection Types
- Service Request Types
- Code Enforcement Case Types
- Call Center Scripts and knowledgeware content
- Other data classification elements as discovered

2.2.4.1 Deliverables

A Data Management and Acquisition Plan. The recommended data management and acquisition plan should incorporate the following key components:

- Identify the various sets of data that shall be required in the Infor Enterprise Software system.
- For each deployment phase, develop business processes to define where each set of data will be created, managed and updated, and the appropriate “system of record”.
- Establish teams to acquire quality data for each of the required sets of data.
- Develop a source-target data acquisition matrix for data that will be converted from existing business systems.
- Develop a data acquisition strategy for each set of data including data collection/conversion, data cleansing and appropriate quality assurance procedures.
- The data acquisition lead shall plan, coordinate and manage the approaches to be used across the various major asset groups and departments.
- Develop a work plan and schedule for each set of data.

2.3 Deployment of Infor Enterprise Software Program

For each stage of the deployment (for each asset group) the sections within Section 3.1.3 shall be performed. The level of effort and cost estimate for this task shall be prepared and submitted by section for each deployment stage in the separate cost proposal. Where applicable and appropriate, define, develop and optimize the implementation for all software for both the **base RFP and the ILMS Replacement Addendum all Sections**.

2.3.1 Configure and Customize Infor Enterprise Software System Solution

Configure the Infor Enterprise Software System Solution for each deployment stage to optimize the business processes developed in Section 3.2.2. The City of Houston intends to use out-of-the-box functionality and product configuration whenever possible to meet business requirements. However, some customization of the product may be necessary. The Proposer must receive **full City acceptance of any customization** and to the extent known during the configuration and customization process, present these to the City for pre-acceptance where feasible and possible. Full acceptance is defined as a document, signed by the city and the Proposer around the need, requirement and level of effort for the proposed customization. The City of Houston desires to implement the Infor Software System deployment stages to the extent feasible, and the Proposer shall identify the most cost effective means to achieve this. The Integrator may make suggestions around the most efficient and effective order of implementation based on the desired outcomes of the Infor Enterprise Software System Solution. The Integrator shall be ultimately responsible for configuring and/or customizing Infor software to meet the City of Houston’s requirements. This task includes but is not limited to the following activities:

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Enterprise Asset Management and Work Order Management

- Establish organizational hierarchy.
- Establish role-based security.
- Develop asset hierarchies for each asset group, including location and equipment hierarchies.
- Review existing asset hierarchy for all assets types.
- Develop recommendations to modify the asset structure to align with industry best practices and to meet business requirements.
- Allows for designated individuals and different level staff (community center managers/crew supervisor) to enter and track work orders via PCs or handheld devices.
- Streamline data entry for routine maintenance work by enabling cycles to be established that automatically populate common fields.
- Facilitates data entry by cutting down the number of clicks and keystrokes for routine work orders.
- Geo Coding – through an application, a smart phone would assign its pass its global position to the system which would cross reference an address to the work order. The system would also cross reference an inspection zone to the work order.
- 311 Mapping attached to work order – locator mapping.
- Photos and other attachments from public through 311 or PARD end user work order originators.
- Exportable to either/or PDF, Excel files.
- Report flexibility to create and generate reports which work seamlessly Microsoft Office Professional software package
- System automatically creates a work order/notice to each division within HPARD and outside that needs to be notified of the event/tournament/league play and has a process to track approvals of the event.
- Provides tools for monitoring work order backlogs.
- Allows for tracking of large work orders with many components and special project requests.
- Maintains current asset, amenity, and equipment inventory and allows for the live update of such facilities by different departments (GSD) and or groups within HPARD (FDM, GSM, Recreation and Wellness/Permits).
- Manages all phases of asset life cycle (installation, replacement, and removal of equipment). Informs of conditions of assets and status of maintenance work. Generates automatic schedules for preventive maintenance.
- Allows for access controls (i.e. administrator, editor, reader, report generator) for different employees.
- Allows for tracks and setting global hours of use for ball field activity. System should flag and/or not allow when fields are being used more than the specified hours indicated.
- Duplicate work order flagging.
- Allows managers to track work orders in a simple manner by location, shop, work type, equipment.
- Allows for tracking and reporting information by trade, employee, park, etc.
- Facilitates and accommodates tracking and reporting of routine maintenance as well as non-routine work.
- Facilitates and accommodates tracking and reporting of park attendance per month/year, event type, fees collected per park per year.
- Allows the easy use of log history to prepare future plans and budgets.
- Tracks costs for all work performed, materials and equipment.
- System allows for tracking of response time to the initial request and tracking time between actual

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open/work-in-progress/close of work order.

- Tracks vehicle time, windshield time and travel time.
- Ad-hoc report flexibility and ease for user to create and generate reports which work seamlessly with Microsoft Office Package.
- Budget tracking.
- Time and material for work order to be identified by individual with roll up reporting to crew level.
- Implement configuration modifications to the asset hierarchy as approved by the City of Houston.
- Configure Enterprise Asset Management System Solution to utilize GIS as the system of record for horizontal assets.
- Configure and optimize system screens for each asset group.
- Configure and optimize workflow for each asset group.
- Configure and optimize mobility.
- Identify system capacity needs for each deployment phase.
- Identify system security issues for each deployment phase.

Community Development and Regulation (CDR) for Planning, Permitting and Code Enforcement

- Establish organizational hierarchy
- Establish role-based security
- Develop application type hierarchies for each application type group. Review existing application types and ordinances for all application types, code enforcement and associated inspections.
- Develop recommendations to modify the planning, permitting and code enforcement structure to align with industry best practices and to meet business requirements.
- Implement configuration modifications to Community Development and Regulation as approved by the City of Houston.
- Configure Community Development and Regulation System Solution to utilize GIS.
- Configure and optimize system screens for each deployment group.
- Configure and optimize workflow for each deployment group.
- Configure and optimize mobility.
- Identify system capacity needs for each deployment phase.
- Identify system security issues for each deployment phase.

Call Center for Service Request Management

- Establish organizational hierarchy.
- Establish role-based security.
- Develop service request type hierarchies for each deployment group. Review existing service request types and standardizing process where possible.
- Develop recommendations to modify the service request intake and process structure to align with industry best practices and to meet business requirements.
- Implement configuration modifications to service request management solution as approved by the City of Houston.
- Configure Service Request Management System Solution to utilize GIS.
- Configure and optimize system screens for each deployment group.
- Configure and optimize workflow for each deployment group.
- Configure and optimize mobility.

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- Identify system capacity needs for each deployment phase.
- Identify system security issues for each deployment phase or stage.

2.3.1.1 Deliverables

2.3.1.1.1 Technical Memoranda for each phase documenting all system configurations, including fields renamed and hidden, forms and fields added, workflow setup, and conditions.

2.3.1.1.2 Technical Memoranda for each phase documenting all customizations and full acceptance process by the City.

2.3.2 Convert/Migrate Data from Legacy Application into Infor's Enterprise Software System

Evaluate the integrity (completeness and condition) of existing data for each deployment group. Data conversion/migration shall not occur if the data is incomplete or in poor condition such that the conversion/migration will fail or otherwise result in a nonfunctional system. Evaluate the data to identify gaps, errors, missing data, and any other anomalies that will result in the system failing to meet business requirements. Integrator shall report the integrity of the data and recommend improvements required prior to migration including the level of effort required by Integrator and the City of Houston.

Implement recommendations to condition the data prior to migration. The selected proposer shall describe and quantify all assumptions made in determining the magnitude of effort required. The description shall be sufficient to determine when the level of effort exceeds that included in the scope.

Convert/migrate data from existing City Asset and Asset work order management systems, Commercial Permitting & Transportation, False Alarm Management System, Microsoft Access databases, Microsoft Excel spreadsheets, the City's ILMS application for Planning, Permitting and Code Enforcement, the City's Lagan/Kana 311 for service request management and other data sources into new Infor Enterprise Software system. Convert data from or integrate with MetaSys, DAC and Active Net per individual department requirements.

Existing data sources that the Proposer shall convert into the Infor Enterprise Software system are referenced in **Attachment D – Interface Matrix as well as those listed in the ILMS Replacement Addendum**. Some systems will require a phased conversion and thus potential temporary (bridge) interfaces between the legacy system and the Infor Enterprise Software system will be required to maintain the correct business and data continuity. Integrator shall document and validate during the business process improvement sessions. The Proposer will document, create and test the temporary (bridge) interfaces.

2.3.2.1 Deliverables

Technical Memoranda for all phases, describing all data cleansing work to be performed with the level of effort required by Proposer and the City of Houston staff.

Technical Memoranda for all migrations and conversions that includes:

- Requirements documentation
- Functional and Technical Specifications
- Conversion Scripts
- Exception Logs
- Quality Assurance/Quality Control documentation (reports showing comparison of record counts before and after)
- Migrated Data

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2.3.3 Integrate Infor Enterprise Software System with the City of Houston Business Systems

Design and develop interfaces between the Infor Enterprise Software System and the City of Houston Business Systems described below, those listed in **Attachment D – Interface Matrix and those listed in ILMS Replacement Addendum**. The Integrator shall use the Infor EAM DataBridge, Infor ION, or Infor Web Services Connector or provide another middleware tool to perform this integration. The cost of any proposed middleware software other than the DataBridge or Web Services Connector (included in the contract with Infor), shall be included in the cost proposal.

- SAP Financials (Fund Management, Project Systems and related reporting systems)
- Kronos Time and Attendance
- Lagan/Kana311
- Open 311 (SeeClikFix – Mobile Application)
- Cisco Multi-Channel Contact Center – Cisco Voice Portal/Call Center/Call Manager
- Activenet
- Metasys
- DAC
- Other systems or applications that may be discovered (See **Attachment D – Interface Matrix and those listed in the ILMS Replacement Addendum**)

2.3.3.1 Deliverables

Technical Memoranda for each integration that documents:

- Functional and technical specifications
- Detailed instructions for implementation and maintenance
- Integration scripts as necessary
- Knowledge transfer methods

2.3.4 Develop and Implement Maintenance Plans

For each Deployment Stage, identify maintenance objectives and develop comprehensive maintenance plans that support these objectives. Implement these maintenance plans in the Infor Enterprise Software System for each Deployment group in conjunction with each deployment stage.

2.3.4.1 Deliverables

Technical memoranda for each deployment group documenting maintenance objectives and plans.

3.0 Invoicing:

3.1 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:

3.1.1 City of Houston
Houston Information Technology Services
P. O. Box 1562
Houston, Texas 77251

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

3.0 Addition & Deletion:

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3.1 The City, by written notice from the Chief Procurement Officer to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

4.0 Time Extensions:

4.1 If the City requests an extension of time to complete its performance, then the Chief Procurement Officer may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 days. The extension shall be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 Inter-local Agreement:

5.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

6.0 Silence Of Specifications:

6.1 The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

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Attachment B

Infor Enterprise Software Business Process Analysis
(to be captured and identified post contract award)

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ATTACHMENT C

**Infor Enterprise Software Roadmap
(to be identified post contract award)**

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ATTACHMENT D

INTERFACE MATRIX SPREADSHEET

INFOR - Work order systems and Interfaces

* Included in the work order system list

Work order system	Vendor	Interfaces (talks to)	Departments	Transaction/month	Data format	Interface Protocol
ARA - 311	Lagan CRM	KANA	SOA - Cityworks / IMS SOA - Cityworks / IMS Water Customer Service Billing	PWE/Public Utilities PWE/Streets & Drainage PWE/Utility Customer Service	xml xml ?(xml)	
			SOA - Infor * Azteca CityWorks * Lagan	PWE/Traffic Operations Parks/Forestry SWM/Finance/Mayor's Office/Counsel Office/HEC		XML http
			CTI (Call Media Telephony) Seedclickfix (Smart phone application) Open311 (API) by KANA * FORMS	311 DON		XML http
FMD - Fleet Management	Fleet Focus/M5	Assetworks/M5	FuelForce (Fuel Management/ dispensing system) NAPA - TAMS parts inventory system Import fuel card transactions (U.S Bank Voyager card) Kronos (Import payroll work hours/ and schedule for Infor)		XML & modem	
PR - Parks and Recreation	Mapper	COH (internal dev.)	Work Order System for FMD and GSM Summer Foods	5000 10000 June through August	Mapper Mapper	
	Cityworks	Azteca	After School Foods Rec and Wellness Attendance Property Inventory Wireless	1500 September through May 1500 all months 2000 350	Mapper Mapper Mapper Mapper	
			311 - Lagan Permits and Ball fields debit/credit	100	Cityworks Mapper	
GSD - General services	Sprocket CMMS 3.6	Uptum solution	PPM tool (Primavera/SAP/e-Builder) Real-estate management (SAP/Primavera/INFOR) SAP Financials (Fund management, Project systems and related reporting) Access database for reporting			
	Tririga	IBM	MS Project & MS Excel			
SWM - Solid Waste Management	Lagan	KANA	311 - CRM			
MYR - Mayor's correspondence	Lagan	KANA	311 - CRM			
DON - Department of Neighborhood	FORMS	COH (internal development)	311-CRM			
PWE - Public works & Engineering	Enterprise Asset Management Enterprise Asset Management Cityworks	Infor/EAM 7i Hansen/Infor Azteca	Lagan, SOA, GIS Lagan, SOA, GIS Lagan, SOA, GIS			
HPD - Houston Police Department	Enterprise Asset Management	Hansen/Infor	RMS			
HITS - Enterprise	NONE	SAP	GSD - SAP Financials (Fund management, Project systems and related reporting) GSD - ESS/MSS (Tririga) FMD - SAP HR - Driver data & real time billing for Fleet PR - Cityworks	None		
PD - Planning & Development	NONE	GIS (ESRI)	311 - Lagan CRM PR - Cityworks PWE - Enterprise Asset Management (Infor EAM) PWE - EAM (Hansen/Infor) PWE - Cityworks (Azteca)		XML	

Work order systems not in RFP

Departments	Work orders	Vendor	Interfaces
HAS - Houston Aviation Systems	Enterprise Asset Management	Hansen/Infor	
GSD	Renovation work ticket Program Access Database, Excel, MS Project	COH (internal development) Microsoft	
HITS - Houston IT Services	SAP Plant Maintenance	SAP	

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APPENDIX 1
RESUMES

<p style="text-align: center;">PROPOSAL SUBMITTAL REQUIREMENTS SOLICITATION NO. S37-T24895</p>
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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. Proposer/Proposer(s) are encouraged to include additional relevant information as appropriate. Proposer/Proposers should submit response in the following tabs (Description of the content for each tab can be found in the sections below).

1.0 ORIGINAL PROPOSAL

- TAB 1 – Title Page
- TAB 2 – Cover Letter
- TAB 3 – Index
- TAB 4 – Executive Summary
- TAB 5 – Company Qualifications
- TAB 6 – Personnel Qualifications
- TAB 7 – Solution Overview
- TAB 8 – Project Implementation Approach & Understanding
- TAB 9 – Attachment A: Company Qualifications
- TAB 10 – Attachment B: Company References
- TAB 11 – Attachment C: Staff References
- TAB 12 – Attachment D: Functional Requirements
- TAB 13 – Attachment E: Technical Requirements
- TAB 14 – Attachment F: Proposer Checklist
- TAB 15 – **Pricing Proposal (Submitted separately from Original Proposal)**

2.0 TITLE PAGE

- 2.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the proposal.

3.0 COVER LETTER

- 3.1 Each Proposal must include a cover letter, limited to one page, which includes the following components:
- The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Respondent regarding all matters related to the Proposal and any Contract subsequently awarded to said Respondent.
 - This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Proposal.
 - Proposal must be signed and notarized by an authorized representative(s) of the Respondent, 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.

4.0 INDEX

- 4.1 Immediately following the Cover Letter there shall be a comprehensive index (e.g., Table of Contents) which must include a clear description of the content of the Proposal identifying the information set forth therein by sequential page number and by section reference number.

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5.0 EXECUTIVE SUMMARY:

5.1 This section shall be written for City Management, and shall briefly address the Respondent's approach to the New Permitting and integration with the city's Electronic Plan Review project. This Section shall be limited to 1-2 pages. The executive summary should include a brief overview of the solution proposed, the overall strategy for implementation and a rationale for proposing the software for implementation at the city. The executive summary shall also include the timeline for implementation and highlight any other requirements that are noted in the detailed proposed plan.

6.0 OFFER & SUBMITTAL FORM:

6.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, 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.

7.0 QUALIFICATIONS OF THE FIRM/ORGANIZATION:

Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of projects and references where a similar solution was implemented, particularly, those implemented in large government organizations with over 10,000 employees and indicate if the solution was implemented in more than one department. Include the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Provide a description (# of staff, project roles and time commitment) of the proposed implementation team to support the City's Outreach Programs for M/W/D/BE.

7.1 Reference Requirements

Contractor or Subcontractor) has designed, developed, tested, and successfully implemented **a complete, integrated permitting and land management solution including workflow** within the last five (5) years for a paying customer external to the Proposer's organization of similar size and complexity. Any experience implementing the Infor CDR Product Suite should be highlighted. Provide a description of your firm's experience implementing projects similar in nature and scope to this project. Include only those projects where there was significant involvement from individuals who are part of the proposed project team. For the proposed project manager and technical lead, include at least two projects depicting experience specifically implementing Infor IPS CDR, Infor IPS Call Center and/or Infor EAM. Also, include experience integrating Infor EAM, Infor IPS Call Center and Infor IPS CDR with other business systems using the Infor Data Bridge, Web Services, Ming.le, ION or other middleware applications.

Include the following information for each project:

- Client name
- Client Contact
- Client Email and Phone
- Products Licensed
- Services Provided
- Summary of Use

Proposer shall complete **Exhibit I References** and **ILMS Attachment A: Form 1 – Company Qualifications Form**.

Proposer shall complete **ILMS Attachment B: Form 2 – Company References Form**.

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The response may be disqualified if the City of Houston is unable to verify qualification and experience requirements from the Proposer's references. The response may be disqualified if the City of Houston receives negative responses. The City of Houston will be the sole judge of references.

8.2 SUBCONTRACTING

If the Proposer includes a Prime Contractor and Subcontractor(s), then the Proposal must include the above mentioned information and **ILMS Attachment A - Form 1 – Company Qualifications** for all companies. The response shall also include a narrative description of the reasoning of the proposing of multiple solution providers, and a description of the teams' fit to implement the Infor CDR Suite and integration with the city's Electronic Plan Review System.

9.0 QUALIFICATIONS OF KEY PERSONNEL:

- 9.1 Provide a description of your firm and proposed project personnel, including all sub-consultants. Include a project team organizational diagram and description identifying each member's role plus a brief resume of each team member. Full resumes may be included in proposal **Appendix 1: Resumes**.
- 9.2 Provide a description of (# of staff, project roles and time commitment) the proposed implementation team.
- 9.3 Provide a chronological resume for each of the key personnel proposed. Each key person shall have three references. In addition, provide the time commitment for each key person. Indicate the level of their commitment to other projects. Indicate if key personnel are listed for the project teams for any of the proposed services and describe their roles in such projects.
- 9.4 Proposer shall identify all of the key personnel assigned to this project. At a minimum, the Proposer shall identify Key Personnel for the following roles:
- Project Manager
 - Functional Analyst Lead
 - Technical Analyst Lead
 - Quality Assurance Lead
 - Training Lead
- 9.5 The staffing plan should describe the number of staff proposed, the functions they will perform, and the percentage of time they will be assigned to this project, and clearly indicate the deliverables/tasks they are responsible for during the contract term. The resources that shall be allocated shall include mutual agreement of the key personnel roles' time commitment to the project.
- 9.6 References:
- 9.6.1 The Proposer must supply one (1) reference that verifies that the Proposer has designed, developed, tested, and successfully implemented a solution of similar size, scope, and complexity to the proposed New Permitting Project within the last five (5) years with a contract value over \$5 million in one-time total project costs for a paying customer external to the Proposer's organization.
- 9.6.2 The Proposer must supply one (1) reference that verifies that the Proposer has designed, developed, tested, and successfully implemented a complete, integrated portal solution for permitting and land management of similar size, scope, and complexity as proposed for the City of Houston within the last five (5) years for a paying customer external to the Proposer 's organization.
- 9.6.3 Complete **Appendix F Form 3 – Staff References - ILMS Attachment C – Form 3)**

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9.2 Staff Experience

The Proposer will complete the **Staff References Form (ILMS Attachment C – Form 3)** for each proposed staff person for this project as well as include a complete resume for each person proposed.

Within this section, the Proposer should describe its proposed staff, including all sub-consultants resumes, and rationale behind the fit for the composition of the proposed team to deliver the solution, as well as highlight relevant areas of experience for each person/role. Regardless of the position, the City believes that prior successful system design and implementation experience in the public sector with land use management, permitting, workflow, portal, and integration with electronic plan review experience is critical for the project team. Include a project team organizational diagram and description identifying each member's role plus a brief resume of each team member. Full resumes may be included in proposal **Appendix 1: Resumes**. Provide a description of (# of staff, project roles and time commitment) the proposed implementation team

In the form, the Proposer must provide at least two (2) customer references for each staff member proposed for a key position. Each reference should include the following information:

- Organization Name and Address
- Summary of Organization's Primary Business Function
- Jurisdiction Size of Organization
- Summary Description of Organization's Implementation
- Summary Description of Proposed Staff Role For Implementation
- Organization Representative Contact Information
 - Contact Name
 - Contact Title
 - Contact Phone Number and Email Address

9.3 Project Organization

Within the proposal, the Respondent shall provide a Project Organizational Chart, with proposed Respondent and subcontractor staff that will be assigned to this project. Specific artifacts to be included in the description of the Respondent's Project Organization are:

- High-level narrative description of the project team organization
- Organizational Chart including all roles of all members of the project team
- Governance structure for Prime and Sub-Contractor Relationship
- Proposed governance structure for Respondent and City team
- Approach for integration and interaction with the City project team
- Resource plan including:
 - Respondent and City resources required by project phase
 - Roles and Responsibilities of each team member of both Respondent and City
 - Percentage of time that each of the Respondent's proposed staff (whether key role or not) will be on-site and dedicated to the City Project
 - Percentage of time that each City resource will be utilized to the project, per project phase

9.4 Project Team Changes

Key Personnel may not be re-assigned or transferred to other duties or positions such that the Key Persons are no longer available to provide the City of Houston with their expertise, experience, judgment, and personal attention, without first obtaining the City of Houston's prior written consent. In the event that the Respondent requests that the City of Houston approve a re-assignment or transfer of a Key Person, the City of Houston shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.

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10.0 Technical Solution

The Proposer must provide a narrative overview of how the proposed solution will meet technical requirements. The Proposer should ensure that their proposed solution to each technical component is consistent with the related City business requirements.

10.1 System Architecture

Describe the Proposed Architectural Solution that will enable and support the Proposer's solution. The Proposer's approach, at a minimum, must take the following topics into consideration while providing the details:

- Proposed Hardware, Configuration, and Operation System Platform
- Software Development Tools and Languages
- Database Platform and Structure
- Software Products (COTS)
- Proposed Software Components
- Middleware and Frameworks
- Proposed Network Infrastructure
- Proposed Application Architecture
- Vendor and City Hosted Architecture Options

For the Vendor Hosted option, the Proposer shall describe all of the required software, hardware, and infrastructure the Proposer intends to use to host the proposed solution.

For the City Hosted option, the City may use an Infrastructure as a Service (IaaS) and managed service vendor to host the solution. The Proposer shall describe all of the required software, hardware, and infrastructure necessary for an IaaS vendor to host the proposed solution. The Proposer shall be responsible for coordinating and supporting the IaaS vendor to install, configure, and all applications environments associated with the development and testing of the system.

10.2 Conceptual Architecture

Describe how the Proposed Solution aligns with the Conceptual Architecture provided in Section 7.2 of this document, where it deviates and why, and how each major capability is implemented. The Proposer's approach, at a minimum, must take the following topics into consideration while providing the details:

- Levels to which the capabilities reflect guided environment, and contribute to improvement of predictability, transparency, and efficiency at a City-wide level of the underlying departmental functions.
- Approach to Document Management and integration with Electronic Plan Review.
- Approach to leveraging existing GIS systems.
- Approach to leveraging other existing City systems, such as document imaging systems.

10.3 System Security

Describe the Proposed System Security Approach that will enable and support the Proposer's solution. The Proposer's approach, at a minimum, must take the following topics into consideration while providing the details:

- Single sign-on between solution components.
- Encryption of data communication.
- Security strategy.
- Digital signature.
- Security Architecture.
- Security Level Management.

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- Security procedures and protocols.
- Compliance with Payment Card Industry (PCI) Security Standards (<https://www.pcisecuritystandards.org/>).

10.4 Systems Integration

The Proposer shall describe their overall approach and strategy for integrating the proposed solution into the City of Houston's existing application environment and provide an architectural diagram of the proposed environment.

The City of Houston has identified an initial set of systems and applications provided in RFP Section 1.3.1, Table 3 of this document that are within the scope of this integration effort.

The integration strategy should include the following:

- Describe approach and strategy for integrating using existing major integration middleware products.
- Describe approach and strategy for integrating for future Department/Citywide systems and middleware products.
- Best practices on standards-based service-oriented integration
- References on successful systems integration projects of similar size and scope

10.5 Data Conversion Approach

The Proposer should describe their approach and ability to convert and migrate the data that currently reside in the legacy systems listed in Section 1.3 to the new proposed solution. In particular, please describe approaches and assumptions related to data scrubbing and ensuring data quality, best practices for converting the 'right' data as opposed to assuming all data will be converted to the new system, and critical success factors for data conversion. This section should include:

- Data Conversion Process
- Best practices based on prior experiences of performing conversion of similar size and scope
- Data Conversion Technology and Tools
- Roles and Responsibilities of City Staff

10.6 Reporting

The Proposer shall describe their overall reporting approach for the new solution that addresses the reporting requirements described in this solicitation. Reports are defined as any document produced out of the new solution. This may include, but not limited to:

- Data merged letters, correspondences, and forms
- Standardized and parameterized reports
- Ad-hoc query and reporting
- The Proposer's approach, at a minimum, must take the following topics into consideration while providing the details:
 - Design Approach and Methodology for Reporting
 - Development Approach and Methodology for Reporting
 - Reporting Technology, Tools, and Capabilities
 - How the City can leveraging its existing WebFocus BI reporting environment
 - Methodology for estimating effort for forms/reports of low, medium and high complexity

10.7 Maintenance (as appropriate)

- The proposed maintenance plan for the solution shall be described in this section. The maintenance section shall indicate if the maintenance plan includes technical support and the extent of such support included in the price for maintenance. The terms of the maintenance plan shall be stipulated. If the

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proposer expects the City to enter into a standard maintenance agreement, it shall be included with the proposal.

11.0 Project Implementation and Project Management Plan

The Proposer shall demonstrate a clear and concise understanding of the project and clarify any major issues or concerns. Describe the strategy to successfully perform the services and implement the project. Such plan shall include, but not be limited to: change management plan, training plan, organization change management plan, knowledge management plan, data migration plan, project organizational structure testing plan, techniques, tools, deliverables, project governance, and expectations of the City staff for major milestones based on deliverables for all phases of the implementation. Additionally, this section should include the following components:

11.1 Schedule and Work Plan

Proposer shall submit a schedule and work plan to meet the requirements and deliverables of this solicitation.

11.2 Deliverables

The Proposer shall comply with the following process and procedures for all deliverables:

1. Deliverables must be provided on the dates specified on the project schedule (to be provided by the Proposer and approved by the City of Houston during project inception). Any changes to the delivery date must have prior approval (in writing) by the City of Houston project manager or designate.
2. All deliverables must be submitted in a format approved by the City of Houston project manager.
3. All document deliverables must be in formats (hard copy and electronic) as specified by the City of Houston – at a minimum, the formats must be in industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project).
4. All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
5. All deliverables must have acceptance criteria established and a time period for testing or acceptance.
6. If the deliverable cannot be provided within the scheduled time frame, the Proposer is required to contact the City of Houston project manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
7. A request for a revised schedule must be reviewed and approved by the City of Houston project manager before placed in effect. Contract Terms and Conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.
8. The City of Houston will complete a review of each submitted deliverable within 10 business days after the date of receipt.
9. A kickoff meeting will be held at a location and time selected by the City of Houston where the Proposer and its staff will be introduced to other the City of Houston team members and staff.

This section outlines the minimum required deliverables the Proposer shall provide for this project. Proposer shall submit a detailed description of how they propose to meet the deliverables of the solicitation, outlined in the tables below.

Proposer shall address each of the deliverables listed below in their response. If the Proposer intends to provide any additional deliverables, they may identify those in this section.

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Project Kickoff Presentation

Project Kickoff Presentation	
• Required Delivery	Within 30 days of the effective date of the contract
• Frequency	Once
• Description	<p>This deliverable is a presentation to familiarize project team members with the project. The presentation includes the following topics:</p> <ul style="list-style-type: none"> ▪ Project Overview ▪ Project Schedule (high level) ▪ Objectives and Definitions ▪ Process ▪ Artifacts ▪ Roles and Responsibilities ▪ Keys to Success ▪ Next Steps ▪ Questions and Answers (Q&A) ▪ Resources

Project Work Plan

Project Work Plan	
• Required Delivery	Submitted for approval within 30 calendar days of the effective date of the contract
• Frequency	<ul style="list-style-type: none"> ▪ Once to establish the baseline plan. ▪ Subsequent formal submittals will be required for formal approval of changed baseline dates. The Proposer is required to track actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.
• Description	<ul style="list-style-type: none"> ▪ Detailed schedule in MS Project for key activities including project tasks, deliverables, and knowledge transfer activities ▪ A work breakdown structure ▪ A logical sequence of tasks and deliverables ▪ A clear narrative definition of each task and deliverable ▪ A specific target completion date for each task and deliverable ▪ Task and deliverable relationships and dependencies ▪ Identification of the critical path for the work plan to allow the determination of impacts of any schedule slippage. ▪ The Project Work Plan "actual" schedule is required to be maintained current on at least a weekly basis

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Project Management Plan

Project Management Plan	
Required Delivery	1 st delivery required within 30 calendar days of the effective date of the contract
Frequency	After initial approval, at least one update a year is required to be formally delivered for review and approval.
Description	<ul style="list-style-type: none"> ■ General project information — describes planning information such as project scope, roles and responsibilities ■ Monitoring and control information — describes methods for gauging and ensuring the project is implemented as planned. Includes issue and action item management ■ Quality Management Information — includes methods for quality planning, quality assurance, and quality control ■ Describes project scope, resource requirements, work activities, and methods for gauging performance throughout the project life cycle. ■ Planning, management, and control activities that support the project from startup through closure. ■ PMO organization chart outlining the responsibilities and skill set for each role. ■ Protocols for communicating status including sample status reports, meeting schedule, and agenda. ■ Deliverable creation, review and approval process. ■ Stakeholders ■ Status Reporting Standards ■ Project Team structure, external interfaces, the roles and responsibilities of project team members, including the name of the staff person who will be responsible for the project, and accountability. ■ Scope Management Plan. This plan documents the project vision and goals, in- and out-of-scope items and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope. ■ The Schedule Management Plan including: <ul style="list-style-type: none"> <input type="checkbox"/> How the project schedule will be monitored for variances <input type="checkbox"/> What types of corrective actions will be taken to address schedule variances during the life of the project <input type="checkbox"/> The process, roles, and responsibilities involved in making changes to the project schedule.

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Risk Management Plan

<ul style="list-style-type: none"> • Required Delivery 	Submitted for approval no later than 45 calendar days after effective date of the contract.
Risk Management Plan	
<ul style="list-style-type: none"> • Frequency 	Once
<ul style="list-style-type: none"> • Description 	<p>This deliverable documents a disciplined approach for the continual assessment of what could go wrong. The Risk Management Plan includes the following:</p> <ul style="list-style-type: none"> ■ Integration with the City of Houston governance processes ■ Process to Identify and manage risks ■ Process to Identify the severity and quantify the potential impact of each identified risk ■ Process to Quantify the probability of each identified risk ■ Process for supporting the development of risk mitigation plans for each identified risk ■ Guidance for assessing the efficacy of risk mitigation actions ■ Description of work products and processes for assessing and controlling risks ■ Escalation mechanisms for risks

Communication Management Plan

Communication Management Plan	
Required Delivery	Submitted for approval no later than 45 calendar days after the effective date of the contract
Frequency	Once
Description	<p>Establishes a consistent method for communication planning, management, methods and activities needed to ensure timely and appropriate collection, generation, dissemination, storage, and disposition of project information. This deliverable includes an end-user support communication plan.</p> <p>The Communication Management Plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The Communication Management Plan must define the communication vehicles, target stakeholders, scope and frequency of the project's communications vehicles. As part of Communication Management, Issues must be logged and reported weekly and the plan must detail the escalation mechanisms for Issue resolution.</p>

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Weekly Status Report

Weekly Status Report	
Required Delivery	1 st delivery required the week after the effective date of the contract.
Frequency	Weekly
Description	<p>Weekly status reports may include:</p> <ul style="list-style-type: none"> ■ Status of work completed against the Project Work Plan ■ Objectives for the next reporting period ■ Client responsibilities for the next reporting period ■ Recovery plan for all work activities not tracking to the approved schedule ■ Projected completion dates compared to approved baseline key dates ■ Escalated risks, issues (including schedule and budget), and Action items ■ Disposition of escalated or critical issues and risks ■ Important decisions ■ Actual/projected Project Work Plan dates versus baseline Project Work Plan milestone dates ■ One-page graphical summary of the Project Work Plan status of all major tasks and subtasks

Business Requirements Document

Business Requirements Document	
Required Delivery	Submitted for approval no later than 90 calendar days after effective date of the contract.
Frequency	Once
Description	<p>This deliverable will contain the requirements for the solution and will include:</p> <ul style="list-style-type: none"> ■ General (i.e., Global) business requirements ■ Validation and refinement of the “to-be” use cases previously developed by the City of Houston. This may include the addition, modification, and deletion of use cases as deemed appropriate by the City of Houston staff. ■ Functional and non-functional requirements ■ Business Process Diagrams <p>This deliverable will be used as part of the final system acceptance to validate all requirements and use cases have been properly addressed in the system implementation.</p>

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Application Design Specification

Application Design Specification	
Required Delivery	Submitted for approval as specified in project schedule approved by the City of Houston.
Frequency	Once
Description	<p>This deliverable will contain the design specifications for configuring the COTS product to address the business requirements.</p> <p>The deliverable will include, but not limited to, the following:</p> <ul style="list-style-type: none"> ▪ Detailed workflow information ▪ Process flow diagram(s) ▪ Application configuration specifications ▪ Business rules <p>Optionally, Proposer may create multiple Application Design Specifications where each document deliverable addresses a specific configuration aspect of the COTS product.</p>

Solution Architecture Design

Solution Architecture Design	
Required Delivery	Submitted for approval as specified in project schedule approved by the City of Houston.
Frequency	Once and updated as required
Description	<p>This deliverable will contain solution architecture design elements of the COTS solution:</p> <p>The deliverable will include, but not limited to, the following:</p> <ul style="list-style-type: none"> ▪ Application Architecture Design ▪ Infrastructure Design (including server, network, and hardware configurations) ▪ Integration Architecture Design ▪ Solution Security Model ▪ Data Model, Structure, and Dictionary ▪ Data Protection and Encryption

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Interface Design Specification

Interface Design Specification	
Required Delivery	Submitted for approval as specified in project schedule approved by the City of Houston.
Frequency	Once
Description	<p>This deliverable will contain the design specifications for all system interfaces interacting with the new solution.</p> <ul style="list-style-type: none"> ▪ The deliverable will include the following design specifications: <ul style="list-style-type: none"> ▪ Identify all interfaces between the new solution and each system/application ▪ Define service-based interface specifications including all input/output parameters and data types ▪ Mapping source and destination of each interface field (e.g., database table name/field)

Report Design Specification

Report Design Specification	
Required Delivery	Submitted for approval as specified in project schedule approved by the City of Houston.
Frequency	Once
Description	<p>This deliverable will contain the design specifications for all reports to be produced by the new solution. This includes, but not limited to:</p> <ul style="list-style-type: none"> ▪ Data merged letters, correspondences, and forms ▪ Standardized and parameterized reports ▪ Ad-hoc query and reporting <p>The deliverable will include the following design specifications:</p> <ul style="list-style-type: none"> ▪ Mock report layouts (look and feel) ▪ Identify report fields and parameters (as applicable) ▪ Mapping database fields to report fields ▪ Identify all functional and non-functional reporting requirements ▪ Document required ad-hoc query and reporting functionality

Prototype Scope and Design

Prototype Scope and Design	
Required Delivery	Submitted for approval as specified in project schedule approved by the City of Houston.
Frequency	Once
Description	The Prototype Scope and Design defines the scope, requirements, success factors, and design of a small subset of the final system's overall functionality.

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Prototype Completion Report

Prototype Completion Report	
Required Delivery	Submitted within 45 days after the approved Prototype Scope and Design deliverable.
Frequency	Once
Description	The success demonstration of the prototype will include: <ul style="list-style-type: none"> ▪ Successful demonstration of the prototype per approved Prototype Scope and Design document ▪ Feedback, outcomes and findings to be considered for the subsequent implementation efforts

Environment Management Plan

Environment Plan	
• Required Delivery	Submitted for approval no later than 45 calendar days after effective date of the contract.
• Frequency	Once and updated as required
• Description	The environment management plan must include: <ul style="list-style-type: none"> ▪ Plan and schedule for working with City to secure the requisite software/hardware for the solution for all environments (e.g., development, test, production, etc.) ▪ Infrastructure configuration for all environments ▪ Strategy for managing the promotion of the configured solution from development through to production environments. ▪ Configuration Management methodology

Test Management Plan

Test Management Plan	
Required Delivery	Submitted for approval no later than 60 calendar days after the start of project.
Frequency	Once
Description	<ul style="list-style-type: none"> ▪ Software testing strategy, methodology processes, standards and guidelines for all software testing and conversion testing activities ▪ Specification of entrance and exit criteria for each of the test events. ▪ Templates and standards for all testing artifacts and deliverables ▪ Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects) ▪ Standards for establishing traceability from requirements in the requirements repository to test cases.

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Initial Product Training

Initial Product Training	
Required Delivery	Within 45 days of the effective date of the contract
Frequency	Once
Description	<p>Proposer shall conduct initial product training with core project team members and SMEs. This includes:</p> <ul style="list-style-type: none"> ▪ Provide overview of product(s) ▪ Demonstrate how product addresses key business requirements ▪ Provide content and training materials to be used for training ▪ Plan for measuring the effectiveness of the training

Training Plan

Training Plan	
Required Delivery	Submitted for approval no later than 60 calendar days prior to the production implementation of the system for each phase or stage in the implementation roadmap
Frequency	Once
Description	<p>The training plan must include:</p> <ul style="list-style-type: none"> ▪ Plan and schedule for providing on-site “train the trainer” sessions for system operation and end-user training ▪ Plan and schedule for providing configuration/programming language training sessions ▪ Plan and schedule for providing system administration training sessions ▪ All content and training materials to be used for training ▪ Plan for obtaining feedback for testing and evaluating training materials ▪ Plan for measuring the effectiveness of the training <p>Technical training sessions shall provide documentation that include, but not limited to:</p> <ul style="list-style-type: none"> ▪ Product Technical Guide/Manual ▪ Product’s Database Schema/Model and Data Dictionary

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Data Conversion Plan

Conversion Plan	
Required Delivery	Submitted for approval no later than 90 calendar days after system development begins.
Frequency	Delivered once and maintained updated when the schedule or the development, test, or implement process of conversion changes.
Description	<p>This plan must specify what and how data conversion (ILMS to new solution) will function. This plan must include, but not be limited by the following:</p> <ul style="list-style-type: none"> ▪ Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data) ▪ Description of manual conversion processes that cannot be automated ▪ Milestones, targets ▪ How much history is converted out of each system ▪ List of data to not convert ▪ Manual data entry and error correction after conversion ▪ Plan for testing and validating converted data

Change Management Plan

Change Management Plan	
Required Delivery	Submitted for approval no later than 90 calendar days after system development begins.
Frequency	Delivered once and maintained updated when the schedule or the development, test, or implement process of conversion changes.
Description	<p>The change management plan must include:</p> <ul style="list-style-type: none"> ▪ Change management strategy ▪ Prepare for organizational readiness for the new solution ▪ Execute and lead change management strategy with City to ensure successful transition and adoption of new solution

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Iteration Test Plan

Iteration Test Plan	
Required Delivery	Prior to commencement of development activities for each Iteration
Frequency	Once Each Iteration
Description	<p>Deliverable contains, at a minimum, the following components relating to the release or iteration:</p> <ul style="list-style-type: none"> ▪ Test Objectives (tangible goals) ▪ Test Scope ▪ Test Approach, including unit and integration testing ▪ Assumptions ▪ Test Strategy ▪ Test Plan <ul style="list-style-type: none"> <input type="checkbox"/> Roles and Responsibility (include support activities) <input type="checkbox"/> Test Schedule <input type="checkbox"/> Resource Allocation, including planning, execution and support where designated <input type="checkbox"/> Major Testing Milestones (including turnover to test stages for which do not have primary responsibility as well as those representing participation and support for other test stages/levels) <input type="checkbox"/> Resource Requirements <input type="checkbox"/> Contingencies ▪ Test Data Strategy ▪ Test Environment Build Strategy ▪ Environment List that includes the following for each environment that will be used for each test stage ▪ Test Management and Reporting Procedures <ul style="list-style-type: none"> <input type="checkbox"/> Test Reports (frequency and format description) ▪ Test Deliverables: <ul style="list-style-type: none"> <input type="checkbox"/> Test cases/scenarios <input type="checkbox"/> Test scripts <input type="checkbox"/> Test records <input type="checkbox"/> Tools and outputs (specifies LAST failure thresholds and delta change with baseline comparison) <input type="checkbox"/> Error logs and execution logs <input type="checkbox"/> Fully documented defect reports <input type="checkbox"/> Requirements Traceability ▪ Description of the approach for regression testing ▪ Standards for establishing traceability from requirements in the requirements repository to test cases.

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Iteration System Test Report

Iteration System Test Report	
Required Delivery	Prior to acceptance of the system into User Acceptance Test (UAT)
Frequency	Once Each Iteration
Description	<p>This phase of testing involves testing the System’s functionality end-to-end, including testing all interfaces to internal and external systems. It is the City of Houston’s expectation that this test is conducted in a Production-like environment and is conducted by the Proposer’s testing team that is independent of the development team. This test must also ensure that the conversion and use of legacy system data does not generate any errors. The Responder will perform System qualification testing until all major errors, as defined by the City of Houston, have been remediated within the System (e.g. missing key functionality, computational errors etc.).</p> <p>For Iterations 2+, the Responder will be responsible for regression testing for the new solution. Regression Testing encompasses the re-running of previously completed test cases after new functionality or bug fixes have been added to the System. The Responder is expected, through Regression Testing, to ensure that any changes made to the new System have not broken previously working System functionality.</p> <p>This deliverable includes:</p> <ul style="list-style-type: none"> ▪ Evidence for the completion of the exit criteria for Iteration System Testing. ▪ An <u>Iteration System Test Certification Form</u> that contains the signatures of representatives of all non-Proposer impacted development teams that may be supporting applications and technologies impacted by the changes in the Iteration. This readiness certification will be the Proposer’s statement that the System has passed all internal testing and is now ready for User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Proposer will set up a System walkthrough with representative the City of Houston project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the UAT may not proceed.

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Iteration User Acceptance Testing (UAT) Report

Iteration UAT Report	
Required Delivery	Prior to the scheduled production deployment of the Iteration
Frequency	Once Each Iteration
Description	<p>This deliverable includes:</p> <ul style="list-style-type: none"> ▪ Evidence for the completion of the exit criteria for Iteration System Testing. ▪ An Iteration User Acceptance Test (UAT) Certification Form that contains the signatures of representatives of all non-Proposer impacted development teams that may be supporting applications and technologies impacted by changes in the Iteration. This readiness certification will be the Proposer's statement that the System has passed all User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Proposer will set up a System walkthrough with representative the City of Houston project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the production deployment may not be approved.

Iteration Deployment Plan

Iteration Deployment Plan	
Required Delivery	No less than 30 days prior to the planned deployment of the iteration.
Frequency	Once Each Iteration
Description	<ul style="list-style-type: none"> ▪ Contingency and rollback plan if deployment is unsuccessful ▪ Plan for physical deployment of application components (at Vendor hosted site or at City's hosted site – IaaS vendor, as determined by the City) ▪ Smoke test plan that includes steps to verify that deployed application is functioning correctly ▪ Criteria for approving the production use of application ▪ Anticipated downtime with user impact ▪ Data Synchronization Steps ▪ User and service desk communication plan ▪ Final deployment approval steps ▪ Duration of deployment activities and required resources (at Vendor hosted site or at City's hosted site – IaaS vendor, as determined by the City)

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Production Environment

Production Environment	
Required Delivery	Submitted for approval no later than 90 calendar days prior the production deployment
Frequency	Once
Description	<ul style="list-style-type: none"> ▪ Establishes the production environment to deploy the solution and the deliverable includes: ▪ Coordination with Vendor's hosted site or at City's hosted site – IaaS vendor, as determined by the City ▪ Appropriate capacity ▪ Failover capability ▪ Disaster Recovery and Business Continuation Plan ▪ Licensing of 3rd party products ▪ Identifies the process, procedures, and scripts necessary to deploy and maintain the solution into the production environment

System Transition Training Plan

System Transition Training Plan	
Required Delivery	Submitted for approval no later than 60 calendar days prior to the production implementation of the system.
Frequency	Once
Description	<p>The system transition plan must include:</p> <ul style="list-style-type: none"> ▪ Plan for application maintenance process and procedures ▪ Plan for adding, testing, and deploying modifications or enhancements to the solution ▪ Plan for knowledge transfer of configured system to the City of Houston staff ▪ All content and training materials to be used for training ▪ Plan for obtaining feedback for testing and evaluating training materials ▪ Plan for measuring the effectiveness of the training <p>Note: The City of Houston may optionally elect for the Proposer to provide application maintenance and support. Exercising this option does not preclude the Proposer in providing this deliverable.</p>

Final As Built Design and Configuration

Final As Built Design and Configuration	
Required Delivery	Submitted for approval no later than 30 calendar days prior to the production implementation of the system.
Frequency	Once

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Final As Built Design and Configuration

Description	
	The Final As Built Design and Configuration document must include: <ul style="list-style-type: none">▪ Final design and configuration of the solution that will be deployed into production▪ Final detailed specifications of the software and hardware configurations (including server/hardware, network settings) that the solution will be deployed on.

11.3 Deliverable Expectations Document (DED)

The Proposer must develop the Project Deliverables in the form and format agreed to by the City of Houston and the Proposer using a Deliverables Expectations Document (DED) that is approved by the City of Houston. No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by the City of Houston.

11.4 Deliverable Format

The Proposer must make all deliverables available electronically in software versions that are PC compatible with the software being utilized at the City of Houston (e.g., Microsoft Word, Visio, Project, Windows operating system, etc.).

11.5 Deliverable Reviews

Deliverables prepared by the Proposer shall be subject to the review and approval of the City of Houston project manager or his or her designee. The Proposer must be prepared to provide walkthroughs of deliverables in order to facilitate the City of Houston deliverable reviews. The City of Houston will review, approve, or require modification to the Proposer's deliverables. Approval shall be granted if the deliverable conforms to the requirements of the RFP, contract, and DED. The City of Houston shall notify the Proposer within ten (10) business days of its receipt of a Deliverable of its approval or rejection, with the reason(s) for rejection and what the Proposer must do so that the deliverable will be acceptable. The Proposer shall have five (5) business days, or as otherwise agreed to by the City of Houston, to correct the deliverable and resubmit the deliverable for the City of Houston review.

The City of Houston reserves the right to waive the review and approval of Proposer work products. The City of Houston approval of the Proposer's work product will not relieve the Proposer from liability for defects, errors or omissions in the work product that may be discovered after such approval.

11.6 Project Management Approach

The Proposer should describe their approach to overall project management and integration of all activities required by the scope of work. This section should include:

- Project Management Methodology
- Risk Management
- Requirements Management and Traceability
- Change Control

11.7 Implementation Approach

The Proposer must provide their proposed Deployment Strategy. The City is looking at an iterative deployment of functionality across the departments involved, as described in Section 4.2 of this document.

PROPOSAL SUBMITTAL REQUIREMENTS

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Proposer should provide a narrative that identifies the implementation lifecycle approach that the Proposer will apply to the Project (appropriate to the scope, magnitude, and complexity of the solution) that includes, at a minimum, the concept stage, requirements stage, design stage, development stage, test stage, and installation stage. In addition, the proposed plan of action shall include a detailed implementation schedule, including any critical path actions that may cause delay if the schedule is not met. Also, please indicate the ability to implement the system by modules and the flexibility of altering the order of implementation of each module.

Additionally, the Proposer shall address the following:

- Description of the iterative approach to implementing this solution, including approach to prototype development and deployment to various user groups
- Description of how all project activities and deliverables in this solicitation will be developed using the proposed iterative approach
- Identification of key milestones and timeframes for completing the proposed tasks and deliverables

11.8 Test Strategy

The Proposer shall describe their approach and ability to test and validate the functionality of the implemented solution against the documented requirements and use cases. This section should include:

- Unit Testing
- System Testing
- Performance and Reliability Testing
- Functional and User Acceptance Testing
- Regression Testing
- Data Conversion Testing
- Test Plans
- Test Scripts
- Issue Management and Resolution

11.9 Change Management Approach

The Proposer shall describe their approach and ability to perform change management activities. This section should include:

- Change Management Strategy
- Description of the iterative approach to implementing this solution, including major activities and deployment to various user groups
- Description of major activities to prepare organizational readiness with City to ensure successful transition and adoption of new solution

11.10 Knowledge Transfer and Training Approach

The Proposer should describe their approach and ability to satisfy the training requirements within the scope of work, including:

- Initial Product Training
- Train the Trainer sessions
- Configuration Training sessions
- System Administration Training sessions

The Proposer should also describe the types of documentation that will be provided to assist in training and knowledge transfer activities.

For pricing purposes, Proposers shall assume training twenty (20) City trainers (Train-the-Trainer) as well as ten (10) City technology staff.

PROPOSAL SUBMITTAL REQUIREMENTS

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11.11 Business Continuity and Disaster Recovery Plan

Proposer shall submit a business continuity and disaster recovery plan detailing how they propose to meet the specifications in the event Proposer service is interrupted. The plan shall detail the Proposer's backup and recovery process.

11.12 Production Support and Transition

The Proposer must provide their proposed production support and transition approach. The Proposer's proposal must provide information that can be used by the City to evaluate the Proposer's knowledge of, and intended approach to, provide production support and transition.

- Description of the production preparation and support proposed
- Description of the transition approach and methodology proposed
- Proposed software license agreements and sample maintenance agreements
- Proposer's intended approach to provide system enhancements
- Proposed Help Desk services, including providing Tier 2 integrated help desk services to City Tier 1 help desk and developing procedures for interoperation with the City help desk and technical support staff
- Effort and cost for Maintenance & Operations and Support services for the first year of full system maintenance.
- For year two and beyond, the Proposer is expected to provide application upgrades and maintenance for the licensed term of the contract, including rates associated with enhancements to the application requested by the City.

ILMS Attachment A: Form 1 - Company Qualifications

Proposer shall complete and submit Form 1: Company Qualifications (Attachment A).

Subcontracting

If the Proposer includes a Prime Contractor and Subcontractor(s), then the Proposal must include the above mentioned information and Form 1 – Company Qualifications for all companies. The response shall also include a narrative description of the reasoning of the proposing of multiple solution providers

ILMS Attachment B: Form 2 - Company References

Proposer shall complete and submit Form 2: Company Reference Form (Attachment B).

ILMS Attachment C: Form 3 – Staff References

Proposer shall complete and submit Form 3: Staff Reference Form (Attachment C) for each designated key personnel.

ILMS Attachment D: Form 4 - Functional Requirements

Proposer shall complete and submit the Functional Technical Requirements Matrix (Attachment D).

For each requirement, Proposers should indicate with "Yes" or "No" whether the requirement is addressed by the proposed solution. The Proposer's "Yes" or "No" response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. The four options are:

1. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.

PROPOSAL SUBMITTAL REQUIREMENTS

SOLICITATION NO. S37-T24895

2. **Supported through Customization?** – use this column when the requirement is met by Customizations to the proposed solution.
3. **Supported in Future Product Release? (version #, planned date)** – use this column when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Please provide the version number and the planned date of release for any responses in this column.
4. **Requires Integration with Third Party Product or Proposer**

Proposer may provide clarifications to their responses using the provided Comments column. Proposers should address all requirements included in the requirements matrix, including those marked as “Mandatory” or “Preferred.”

ILMS Attachment E: Form 5 - Technical Requirements

Proposer shall complete and submit the Technical Requirements Matrix (Appendix E) of this document according to the directions specified above in Section 7.0.

ILMS Attachment F: Form 6 - Proposer Checklist

Proposer shall complete and submit Form 6 – Proposer Checklist (Appendix F).

ILMS Attachment G: Form 7 - Pricing

The Proposer shall complete and submit Form 7 – Pricing (Appendix G). **Do not include Form 7 – Pricing with the “Technical Proposal” submission.** Pricing shall be submitted following the instructions outlined in Proposal Submittal Requirements.

If addenda are generated as part of this solicitation, include the original signed and dated addenda in the Pricing Proposal.

12.0 FINANCIAL STABILITY:

- 12.1 Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor’s notes. 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.

13.0 LICENSE & MAINTENANCE AGREEMENTS:

- 13.1 Attach license and maintenance agreement(s), as appropriate.

14.0 LEGAL ACTIONS:

- 14.1 Provide a list of any pending litigation and include a brief description of the reason for legal action.

15.0 CONFLICT OF INTEREST:

- 15.1 Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

16.0 EXCEPTIONS:

**PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895**

16.1 The contract under which services will be performed by the selected firm shall be substantially the same as the terms listed in this RFP. In an effort to expedite a contract award once the successful firm is identified, provide a response to all submitted Exceptions in the following manner:

5.5.5.1.1 List each Exception by article number, name, and page number.

5.5.5.1.2 Provide a rationale for each listed Exception.

5.5.5.1.3 When necessary, provide proposed alternative language.

17.0 COST/FEE SCHEDULES (EXHIBIT III and ILMS Attachment G – Form 7):

17.1 The price proposal shall also be provided digitally, on a CD, DVD or USB storage device containing the spreadsheet file and cost proposal document in Microsoft Office format.

17.2 Identify all other costs to be billed to the project including project expenses (no markups on expenses will be allowed) and sub-consultant costs. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedule(s) to be used throughout the duration of the project including any adjustments that are predicted to occur during the life of the project.

17.3 **Cost Proposal (E-PAK):** E-Pak quote to be provided for 1000 concurrent users. The URL for this package is located at the following link: <http://go.infor.com/epak/>.

18.0 HIRE HOUSTON FIRST:

18.1 Hire Houston First Preference Points: City Business = five (5) extra percentage points; Local Business = three (3) extra percentage points; and Non-City/Non-Local Business shall receive zero (0) extra percentage points.

19.0 INTERLOCAL AGREEMENT:

19.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

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PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895

ILMS Attachment A – Form 1: Company Qualifications

See Word File Attachment A – Form 1: Company Qualifications at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

Proposer shall use this schedule to clearly show how they meet the requirements set forth in the response submission (Section 5.6).

Company Qualifications Information

Proposer (Business) Name	
Business Addresses Physical Mailing	
Business Telephone Number Business Fax Number	
Contact Name for Solicitation Telephone Number E-Mail Address	
Number of years in business	
Printed name and title of person signing response	
DOCUMENTATION OF COMPANY QUALIFICATIONS	
Be a company engaged in the business of providing system implementation services following industry best practices and using a proven methodology for delivering successful projects.	
Be a company with a minimum of five (5) years' experience within the last seven (7) years implementing licensing solutions. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.	

**PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895**

Company Qualifications Information

Have a minimum of five (5) years of demonstrated experience executing and successfully completing projects of this size and scope, working with federal, state, or local governmental entities providing services similar in size and scope.

Be in good financial standing, current in payment of all taxes and fees such as state franchise fees. City of Houston reserves the right to request a copy of the Proposer's audited or un-audited financial statement.

Provide a financial statement is requested. City of Houston will review the Proposer's audited or unaudited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, §2156.007 to evaluate the sufficiency of the Proposer's financial resources and ability to perform the contract or provide the service required in the solicitation. City of Houston will be the sole judge in determining the sufficiency of the Proposer's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

- Balance sheets
- Net working capital
- Current asset ratio
- Liquidity ratio
- Auditor(s) notes
- Any notes to the financial statements

THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NONRESPONSIVE.

**PROPOSAL SUBMITTAL REQUIREMENTS
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ILMS Attachment B – Form 2: Company References

See Word File Attachment B – Form 2: Company References at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

Proposer Name: _____

Reference # ____

Proposer Reference Information

Customer Name:	
Project Title:	
Contact Name:	
Contact Title:	
Business Address:	
E-mail Address:	
Telephone Number:	
Project start & end dates:	
Date system operational in production environment:	
Project description:	
Project cost: (implementation and operational services)	
Outcome of project: (e.g, on time, on budget, met customer needs)	
Scope of work performed:	
Staff assigned to engagement who are proposed for work on this project, including roles and responsibilities:	

THIS PAGE MAY BE REPRODUCED AS NEEDED TO DOCUMENT EACH REFERENCE.

THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE C REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSA MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.

PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895

ILMS Attachment C – Form 3: Staff References

See Word File Attachment C – Form 3: Staff References at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

Staff Reference Information	
Proposer (Business) Name	
Team Member's Name	
Proposed Project Role	

The Bidder must provide a completed Staff Experience Reference Form for each proposed staff person of this project. At a minimum, the Bidder must identify those individuals who will be performing specific key roles as stipulated in Section 6.1.

Projects Where Team Member Performed Role:

For each project experience listed, indicate the customer name and customer contact information, whether the project was for a public sector agency, project name, **start and end dates the team member performed the role**, duration of the experience, whether the contract involved a Permitting and integration with the EPR System, contract value, and the overall experience gained. Staff identified for Key Roles must include a minimum of two references.

Customer Name/ Contact	Public Sector (Y/N)	Org. Size	Project Name and Description	Dates/ Duration**	Permittin g/EPR (Y/N)	Contract Value	Experience Gained
e.g. John Smith (212-555-9000)			Project 1	05/2006 - 04/2007 12 mos.		\$53M	Training
Total Years of Experience in Role:							

** Dates/Duration: Provide the start and end date the Proposer was involved in the cited project using MM/YYYY format.

**PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895**

Summary Description of Skill Sets and Experience:

--

Individual Qualifications

Certifications (if applicable)

PMI/PMP	Member ID#:	
	Earned Date:	Expiration Date:
Other	Member ID#:	
	Earned Date:	Expiration Date:

Education

Bachelors:	Subject area	Earned date
1.		
2.		
Masters:	Subject area	Earned date
1.		
Doctorate:	Subject area	Earned date
1.		

PROPOSAL SUBMITTAL REQUIREMENTS
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ILMS Attachment D – Form 4: Functional Requirements

See Excel File: Attachment D – Form 4 Functional Requirements at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895

ILMS Attachment E – Form 5: Technical Requirements

See Excel File: Attachment E – Form 5 Technical Requirements at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

PROPOSAL SUBMITTAL REQUIREMENTS SOLICITATION NO. S37-T24895
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ILMS Attachment F – Form 6: Proposer Checklist

See Word File Attachment F – Form 6: Proposer Checklist at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

The purpose of this checklist is to provide a quick reference for items that must be included with each proposal. Omission of any item from this quick reference does not relieve the Proposer of his/her responsibility to provide all the information and documentation required by this RFP and within the time limits specified in this RFP document.

RFP Section	Proposal Response Item	Provide Location of Response in Proposal (e.g., Section #)
	Title Page	
	Cover Letter	
	Index	
	Executive Summary	
	Company Qualifications	
	Organization Background & Historical Information	
Attachment A	Complete Form 1 – Company Qualifications	
	Organization Experience & Qualifications (Minimum 3 References)	
Attachment B	Complete Form 2 – Company References	
	Personnel Qualifications	
	Proposed Project Team & Roles	
	Staff Experience	
Attachment C	Complete Form 3 – Staff References (Minimum 2 Per Staff Member)	
	Project Organization (include Org Chart)	
	Project Team Changes	
	Technical Solution	
	System Architecture	
	Conceptual Architecture	
	System Security	

PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895

RFP Section	Proposal Response Item	Provide Location of Response in Proposal (e.g., Section #)
	Systems Integration	
	Data Conversion Approach	
	Reporting	
	Project Implementation Approach & Understanding	
	Schedule and Work Plan	
	Deliverables	
	Deliverable Expectations Document (DED)	
	Deliverable Format	
	Deliverable Review	
	Project Management Approach	
	Implementation Approach	
	Test Strategy	
	Change Management Approach	
	Knowledge Transfer and Training Approach	
	Business Continuity and Disaster Recovery Plan	
	Production Support and Transition	
Attachment D	Form 4 – Functional Requirements Responses	
Attachment E	Form 5 – Technical Requirements Responses	
Attachment F	Form 6 – Proposer Checklist	
Attachment G	Form 7 – Pricing (submit separately)	
	Submission Requirements	
	1 original proposal (sealed, signed in ink, marked "Original")	
	10 copies (marked "Copy")	
	10 electronic CD copies	
	Separate pricing proposal (1 original, 10 copies and 10 CD's)	

PROPOSAL SUBMITTAL REQUIREMENTS
SOLICITATION NO. S37-T24895

ILMS Attachment G – Form 7: Pricing

See Excel File: Attachment G – Form 7 Pricing at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

EVALUATION SELECTION PROCESS

SOLICITATION NO. S37-T24895

1.0 SELECTION PROCESS

An evaluation committee composed of City officials will review and evaluate proposals in accordance with the evaluation criteria listed below. It should be noted that the committee will also review the qualifications of the teams in relation to the scope and requirements detailed in the Addendum to this RFP; therefore, the same criteria applies for the purposes of identifying the successful proposer. Once the committee completes its review, it may develop a short list of Proposer(s) based upon the initial review of each Proposal received. The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped. The City expects that if presentations are required, that the proposed project manager and project technical lead must be present at the interview; others may attend at the discretion of the firm. Further instructions will be provided to the short listed Proposers at the appropriate time.

The award of this contract(s) will be made to the Proposer(s) offering the response which best meets the needs of the City, including price consideration. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules. The Proposer(s) 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 Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.0 EVALUATION CRITERIA

Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

- 2.1.1 Responsiveness of Proposal - Compliance with all the submission requirements of the RFP.
- 2.1.2 Professional and Technical Qualifications
 - 2.1.2.1 Qualifications and experience of the proposed technical and key personnel relevant to the scope of services described within pages 15-36 of this RFP, as evidenced by experience and references on projects of similar scope and magnitude, particularly in the public sector.
 - 2.1.2.1.1 Ability to implement the high level Application roadmap in Attachment A - Infor Enterprise Software Roadmap
 - 2.1.2.2 Qualifications and Experience of the Team
 - 2.1.2.2.1 Ability to deliver (the size of the company, years of experience, number of successful implementations, capabilities of project resources, delivery track record, and financial strength).
 - 2.1.2.2.2 Reference Requirements
 - 2.1.2.2.3 Key Positions

EVALUATION SELECTION PROCESS
SOLICITATION NO. S37-T24895

2.1.2.3 Ability to Identify major hardware and software sub-systems and components required for implementation.

2.1.2.4 Qualifications and experience for the Proposer(s) to successfully implement the solution in a complex technical environment and in a complex, large public sector organization, preferably in a large city/local government environment, as evidenced by the successful implementation of a similar system in a complex environment and corresponding references. The City may solicit from current and past clients other government agencies, or any available sources, relevant information concerning the firm(s) record of past performance.

2.1.2.5 Proposed Implementation and Project Management Plan

2.1.2.6 Extent to which system and technical requirements are met

2.1.2.6.1 System Architecture

2.1.2.6.2 Conceptual Architecture

2.1.2.6.3 System Security

2.1.2.6.4 Systems Integration

2.1.2.6.5 Data Conversion Approach

2.1.2.6.6 Reporting.

2.1.2.6 Financial stability of the Proposer.

2.1.2.7 Reasonableness and extent of contract exceptions taken by Proposer.

2.1.2.8 ILMS Attachments A - G

2.1.3 Price Proposal (Exhibit III, Fee Schedule)

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

**EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO. S37-T24895**

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO. S37-T24895

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, 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 PROPOSER 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)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20____

EXHIBIT I – REFERENCES
SOLICITATION NO. S37-T24895

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: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO. S37-T24895**

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EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO. S37-T24895

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO. S37-T24895**

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 THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS 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 OFFICE OF BUSINESS OPPORTUNITY.
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 OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO. S37-T24895**

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

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

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 Office of Business Opportunity. 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 & 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)

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY
AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S37-T24895**

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 ____% 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 Office of Business Opportunity ("OBO"), and will comply with them.

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director").
2. _____ (MWBE 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 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. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S37-T24895**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/ENDOR NAME	DATE OF OBO 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/WBE's to reflect up/down variances on Contract amount.						
Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 th Floor Houston, Texas 77002						

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: S37-T24895

USE ILMS Attachment G – Form 7: Pricing FOR BOTH THE ILMS REPLACEMENT AND THE CITYWIDE INFOR PROJECTS

See Excel File: Attachment G – Form 7 Pricing at the following link:

http://purchasing.houstontx.gov/bid_search.aspx

Submit your price proposals in separate sealed envelopes. Submit one (1) original (clearly marked as "Original) and ten (10) copies of the completed and signed Cost Proposal (Exhibit III) in a separate sealed envelope that is clearly marked with the RFP number and "Cost Proposal." The response to Exhibit III should include any supplemental or renewal option period pricing schedules.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

To comply with the Terms & 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 in this Solicitation:

- 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.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

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 **30** 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

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S37-T24895

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 Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
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 Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Other	Statutory Limits		(X) Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

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 – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S37-T24895

ISO | Commercial Auto Forms | 06/01/04
POLICY NUMBER:

COMMERCIAL AUTO
CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S37-T24895

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
- 1.** COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 - 2.** The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 - 3.** In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 - 4.** The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii.** Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE

SOLICITATION NO.: S37-T24895

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 11 01 96**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE SOLICITATION NO.: S37-T24895

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 15 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

CG 20 15 07 04

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**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE ISO FORM

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver
Name of person or organization
2. () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by _____
Authorized Representative

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item _____ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement No.
Premium \$

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S37-T24895**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

-----This endorsement modifies insurance provided under the following:-----

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S37-T24895

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 Proposers 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.

EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S37-T24895

List all officers of the corporation (if none state none”):

Name _____ Address _____
Officer

Name _____ Address _____
Officer

Name _____ Address _____
Officer

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: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S37-T24895**

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 Proposers 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.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S37-T24895

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING
 ENTITY] of _____
 [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S37-T24895

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [No./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S37-T24895

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
SOLICITATION NO.: S37-T24895**

- (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 any time 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.

**EXHIBIT VII – ATTACHMENT “A”
 DRUG POLICY COMPLIANCE AGREEMENT
 SOLICITATION NO.: S37-T24895**

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

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 Contractors (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

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S37-T24895**

I, _____ as an owner or officer of

 _____ (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)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** 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

EXHIBIT VII – ATTACHMENT “C” AND “D”
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S37-T24895

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
SOLICITATION NO.: S37-T24895

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer 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

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S37-T24895

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Purchasing Agent not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

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 Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Calvin D. Wells, City Purchasing Agent, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S37-T24895

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S37-T24895

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S37-T24895

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.

2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play

Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)

2. Contractors that opt to Pay

Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S37-T24895



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/Proposer, 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

E-Mail Address

**EXHIBIT X – FORM “2”
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT
SOLICITATION NO.: S37-T24895**

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to “Pay” \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to “Play” by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee’s contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records. **Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required
 I hereby certify that the above information is true and correct.

 CONTRACTOR (Signature)

 DATE

 NAME AND TITLE (Print or Type)

ADDENDUM

Statement of Work for Implementation and Integration Services For the Integrated Land Management System (ILMS) Replacement

1. Introduction

The City of Houston Public Works and Engineering Department (PWE) includes this Addendum Scope of Services (SOW) for, implementation and integration services from qualified Proposers to replace its existing Integrated Land Management System (ILMS) through the following initiatives:

- Procure implementation and integration services for Infor Public Sector Community Development Suite (Planning, Project, Building, Code Enforcement, Business License, Trade License and Dynamic Portal) solution. **The procurement of Infor Public Sector software licensing is not part of this addendum.** PWE will select and purchase the Electronic Planning Review (EPR) solution separate from this solicitation. The specific requirements for the ILMS replacement portions of this solicitation are contained in this Addendum. This Addendum for ILMS Replacement Statement of Work is to ensure the anchor application for PWE and citywide stakeholder's requirements are met. Proposers are being asked to evaluate and respond to the requirements, quality deliverables and timelines of the entire RFP, **however, cost and pricing submissions specific to this Addendum must be listed separately for the total evaluation.** Where appropriate, Proposers may offer recommendations for optimization of resources, timelines and overall economies of scale. For example, where there are stakeholders referenced in the base RFP and this Addendum, the opportunity exists to positively leverage and potentially integrate the implementation plans. Where gaps exist or there are perceived redundancies in requirements, Proposers are strongly urged to ask for clarifications.

1.1 Overview of City of Houston Permitting Center (HPC)

The Houston Permitting Center (HPC) was opened in June 2011 to consolidate the City of Houston's permitting and licensing activities into one location convenient for its customers. Currently customers have access to **600** different permits, licenses, and registrations from 8 City Departments at the Center, including the following departments:

- Public Works & Engineering (PWE)
- Administration & Regulatory Affairs (ARA)
- Houston Fire Department (HFD)
- Houston Police Department (HPD)
- Parks & Recreation (PARC)
- Planning & Development Department (PDD)
- Health & Human Services Departments (HHS)

Since the HPC opened, they have had tremendous success in service delivery and customer engagement and are the first consolidated permitting center by a major municipality in the United States. In Fiscal Year 2013, HPC cashiers processed nearly **228,000** transactions, averaging about **19,000** transactions per month. According to their 2013 Annual Report, the Houston Permitting Center expects to serve more than **350,000** customers in 2014, a significant increase than the number served in 2012 and 2013. In just one year (2012 to 2013) point of sale transactions performed by HPC staff has already increased by **22%**.

While HPC is a unified operating center, the various departments located within the center utilize different systems. This creates challenges, including data for a single address/site location being located in multiple sources. As demands for services at the Houston Permitting Center continue to increase, it is imperative personnel are utilizing technology that can enable them to be successful.

1.2 ILMS Replacement Stakeholders

The lead stakeholder for the New Permitting System is the City of Houston Public Works & Engineer Department (PWE). The primary application used by PWE is the Integrated Land Management System (ILMS), which is targeted for replacement. Other departments utilize this System as well.

Stakeholders for the project include both existing ILMS users, as well as other interested stakeholders outside of the ILMS user base. The following departments and divisions within the Houston Permitting Center have been identified as stakeholders in this project:

Table 1: Stakeholders

City of Houston Department	Division	Overview of Responsibilities
Public Works & Engineering (PWE)	Building Code Enforcement	Manages Building Code Services and administers the provisions and regulations relating to private building construction, rental inspection program, sign administration, and the utility analysis capacity program. Includes permitting, plan review, inspections; Investigations/ enforcement /abatement of dangerous buildings
	Office of the City Engineer	Manages ordinances and regulations related to flood plain management, street cuts, and storm water quality. Responsible for issuing paving and utility construction permits, approving plats, and overseeing plan review. City Engineer also makes engineering decisions and provides resolution to disputes.
Administration & Regulatory Services (ARA)	Transportation	The Transportation division is responsible for issuing licenses and permits to the operators and drivers of vehicles for hire (e.g., taxicabs, limousines).
	Commercial Permitting	Commercial Permitting and Enforcement group manages the permit processing, fee collection, and enforcement activities (inspections, compliance investigations) for over 50 commercial permit types.
	Burglar Alarm	The Burglar Alarm Administration group manages the permitting and collections for burglar alarm systems within the City of Houston. Enforcement for alarms is performed by HPD and out of scope for this project.
	Commercial Permitting and Transportation Enforcement Unit	Performs field enforcement (inspections, compliance investigations) to monitor compliance for Transportation and Commercial Permitting groups.
Houston Fire Department	Prevention	Performs inspections and issues fire-related permits. The division performs a number of other activities that are unrelated to this project and the data is maintained in multiple other systems in addition to ILMS.
Solid Waste Management	Dumpster Permitting / Inspections	Performs permitting and inspection/enforcement of City dumpsters.
Health & Human Services	Consumer Health Services – Plan Review	Conducts plan reviews for food establishments. They also perform inspections and permitting, but those activities are maintained in a separate system (Digital Health Department) and are not in scope for this project.

City of Houston Department	Division	Overview of Responsibilities
Houston Airport Services	Houston Airport Services	Houston Airport Services reviews plans for projects planned within the surrounding areas of the three Houston airports, ensuring that construction plans adhere to height restrictions and other regulations.

The following organizations also have a stake in the outcome of this project:

- **City of Houston Planning & Development Department, Development Regulations** – Performs plan reviews for new structures, additions and remodels to ensure compliance with lot size requirements, building setbacks, parking, and landscaping. PDD maintains their own system; PDD GIS AKA My City GIS, as well as an in-house developed application called Plat Tracker. Conditions applied to plats/parcels must carry forward into the New Permitting and integration with Electronic Plan Review System.
- **Finance & Cashiering** - Intakes permit fees for all departments (including those that do not use ILMS) operating out of the Houston Permitting Center (HPC), via walk-ins and through the mail. This group utilizes iNovah, a cashiering system. Also responsible for reconciliation activities with the Finance System, SAP.

1.3 Current State of Technology

1.3.1 Permitting Applications

The City of Houston's existing Infor Hansen solution currently supports various business functions including, but not limited to the following:

- Enterprise Asset Management
- Data Marts
- Permitting
- CRD
- EAM
- CRM
- Call Center
- Motion, ION & Mingle

This solution shall be expanded to include the Infor Public Sector Community Development Suite (Planning, Project, Building, Code Enforcement, Business License, Trade License and Dynamic Portal) and will support the business requirements of the identified ILMS Replacement stakeholders.

The current key technologies and platforms used by PWE are identified in the table below.

Table 2: Current Technologies and Platforms

Technology	Platform
Operating Systems	Windows Server 2003/2008, Linux, Unix
Databases	SQL Server, Oracle 11g
GIS	ESRI ArcGIS
Enterprise Application Integration Middleware	Oracle Fusion
Standalone Local User Data Repositories	Microsoft Office (Excel and Access)
Google Enterprise Search Technology	Google Search Appliance (GSA)

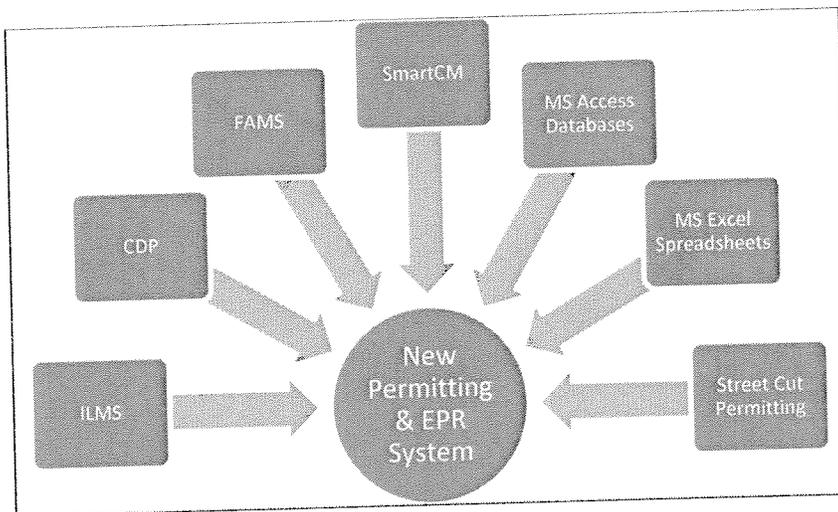
The primary application used by PWE is the Integrated Land Management System (ILMS). ILMS is used by PWE to conduct key business activities including permit application intake, application processing, inspections, and enforcements. ILMS is also used by other departments outside of PWE to support similar business functions for their respective department and/or performs ILMS data queries or updates records into ILMS.

At least six additional disparate applications are used by City of Houston departments to facilitate permit processing. These applications are costly to operate, with most associated with very high Proposer fees. The various systems in use are currently not meeting all the business needs of the departments.

Many department processes are paper-based and performed manually (e.g., Plan Review). Additionally, all departments utilize Microsoft Access databases and Microsoft Excel spreadsheets to perform functions and capture data that cannot be accommodated by their current systems

Of the seven total legacy systems, five systems - plus the MS Access databases and MS Excel spreadsheets - can likely be consolidated into one New Permitting and integrated with the Electronic Plan Review Solution that supports multiple departments, illustrated by the figure below:

Figure 1: Consolidation of Legacy Systems



Further information on the applications selected for replacement is provided in the table below.

Table 3: Permitting Legacy Systems to be replaced

ID	Application/System	Description	Vendor
1	ILMS	ILMS (Integrated Land Management System) is PWE's current Code Enforcement Permitting System. All PWE permits are entered and processed by ILMS. Additionally, there are departments outside of PWE that interface with ILMS as part of their business processes.	Gartek
2	Street Cut Permitting System	Street Cut Permitting System is a custom solution developed by City of Houston PWE to manage and track Street Cut, Traffic Right of Way, and Steel Plate permits. The solution includes a citizen facing web portal that provides self-service capabilities integrated with a back-end office application.	Custom

ID	Application/System	Description	Vendor
3	FAMS	False Alarm Management System is used by ARA department in managing private and commercial false (Burglar) B7 alarms.	PMAM
4	CDP	Commercial and Transportation System used by the ARA department to license commercial vehicles, drivers, and certain commercial businesses.	Gov Partners
5	SmartCM	Permitting and Enforcement System used by Houston Fire Department to manage Fire Alarm Permits and False Alarms. HFD performs general intake of applications, performs application processing, records inspection results and performs enforcement activities.	Siemens (application is no longer supported by any vendor)

1.3.2 Supporting Technologies

Additionally, there are a number of adjacent applications utilized to support the permitting processes. The City of Houston expects the following supporting applications to be replaced as part of the ILMS replacement effort.

Table 4: Adjacent Legacy Systems to be replaced

ID	Application/System	Description	Vendor
1	Mobile Work Order	Inspection working order processing and device tracking that allows mobile code enforcement inspectors to receive work assignments remotely.	Sivell
2	iPermits	iPermits Contractor & Customer Portal is the ILMS citizen facing web portal that provides the contractor/customer/public access to project information, plan reviews, inspection information, inspection scheduling, permit purchases, adding funds to and managing of their ILMS Advance Payment accounts. Provides the contractor/customer a web application to help them manage their projects, permits, review inspections and plan review statuses, configure and purchase permits, pay for Permit Invoice Bills and submit for Storm Water/Water/Wastewater availability letters.	Gartek & JPMorgan Chase
3	ILMS Datamart Reports	ILMS Datamarts is a partnership with IBI to create simple business level reports. It provides the capability for business users to create and run ad-hoc guided and unguided reports from ILMS data.	Gartek

1.3.4 System Integration

ILMS is currently integrated with the systems identified below, and the New Permitting System is required to maintain these interfaces.

Table 5: ILMS Existing Integration

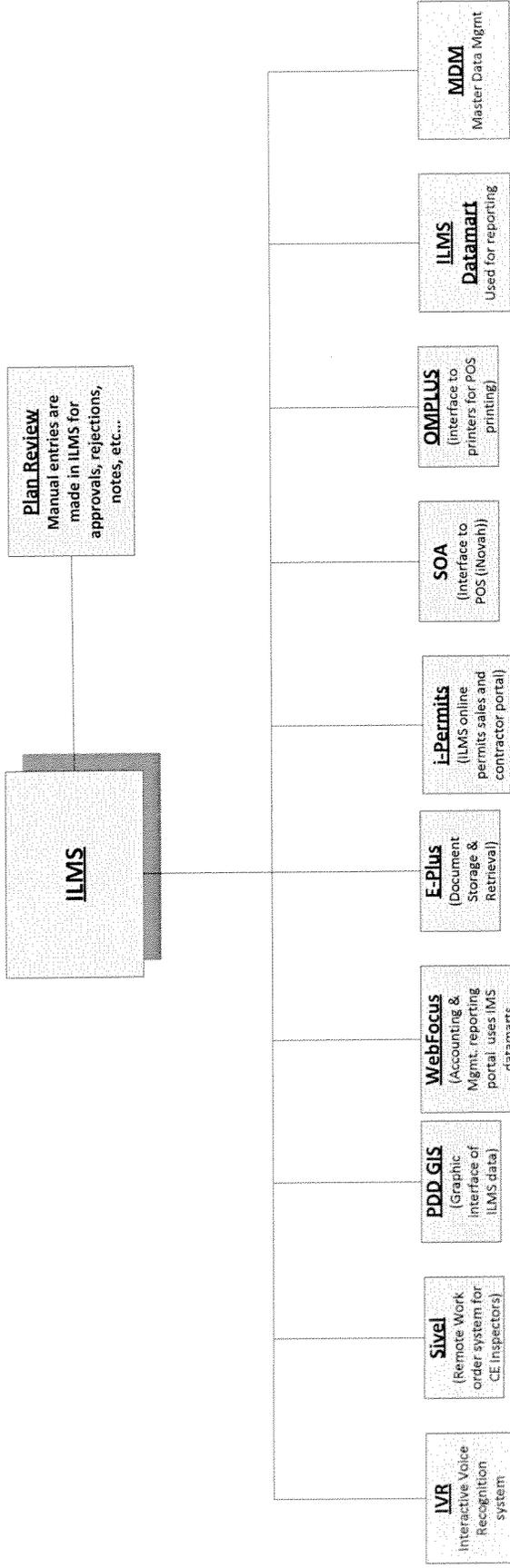
ID	Application/System	Description	Vendor
1	IVR	IVR (Interactive Voice Response) allows customers/contractors to schedule and review status of inspections, check plan review status, review project information, obtain information on services provided by the Code Enforcement groups, and check the balance of ILMS Advance Payment accounts.	Avaya
2	WebFocus	WebFocus is the Business Intelligence platform that provides PWE analytics and reporting capabilities.	IBI (Information Builders Inc.)
3	FAX 4000	Faxcom & Fax Server Auto fax system facilitates auto faxing of certain code enforcement permits sold through ILMS	AventX
4	Planning and Development Department (PDD) GIS	The Planning and Development Department (PDD) GIS (also known as My City GIS) uses database queries as communication mechanism between ILMS and the GIS information. Used to plot and check addresses and shape files (e.g. flood areas, City Council districts, historical areas, parcel "holds" for Airport, etc...)	Custom
5	ePlus	ePlus document management is Code Enforcement's document management system that is used to scan, store, and retrieve approved construction drawings, plans, and other supporting documents for Code Enforcement and PWE IT sections.	ePlus
6	Oracle Fusion (SOA)	Oracle Fusion is the application integration middleware platform that is used by PWE to facilitate business process orchestration across disparate PWE applications that is standardized with a service-oriented architecture approach.	Oracle
7	iNovah	iNovah is HPC's Point of Sale system for collecting all payments/fees at HPC. Vendor may also submit alternative cashiering solution and price this option separately for PWE's consideration.	System Innovators
8	Payconnexion	Payconnexion is a JP Morgan Chase online payment processor that handles all ILMS iPermits Contractor and Customer credit card (Visa, MasterCard, Discover) and E-checks transactions.	JP Morgan Chase
9	Credit Card Terminals	Credit Card Terminals are used to process credit card transactions through iNovah.	VeriFone

ID	Application/System	Description	Vendor
10	OMPlus	OMPlus is the permitting print distribution application. All permitting systems that interface with iNovah use OMPlus to send copies of sold permits to cashier's office after permit sale through iNovah. Vendor may also submit alternative cashiering solution and price this option separately for PWE's consideration.	Plus Technology
11	Synaptica Taxonomy	Synaptica is a taxonomy tool that is used as part of PWE's Master Data Management solution and will be used with the upcoming customer centric web portal and decision making tool.	RFD
12	PWE GIMS	PWE Graphical display of City of Houston's infrastructure objects, e.g. water, sewage, hydrants, etc. This is also used to support online permitting and payment remittance for Street Cuts, Traffic, and Steel plates.	In-House
13	Qflow	Qflow is HPC's customer queue and ticketing system.	AFC Technology
14	TightRope	TightRope is the customer facing digital signage used at the HPC.	Tight Rope Media Systems
15	HOV Services	HOV Services is an external print and mail service provider that prints and sends out letters and invoices on behalf of PWE.	HOV Services
16	Master Data Management (MDM)	PWE uses an Oracle-based MDM solution to manage master data.	Oracle
17	Google Search Appliance (GAS)	Appliance to be considered in data migration strategy for virtually connecting legacy data with new systems for business intelligence, operational reporting, etc.	Google

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The current ILMS system interfaces are illustrated in the figure below.

Figure 2: ILMS Existing System Interfaces Diagram



The City also desires new interfaces to be created as part of the project. These new interfaces are outlined in the table below.

Table 6: New Interfaces for New Permitting

ID	Application/System	Description
1	City of Houston Planning & Development Dept PlatTracker System	The City would like for conditions placed on plats and parcels by the City of Houston Planning & Development Department to be carried forward as that land is developed, and compliance tracked accordingly.
2	City of Houston Lagan (311) System	Lagan is the technology platform that enables citizens to submit service requests and provides the City the ability to effectively manage these requests. As complaints are investigated, the City would like the results of the investigation to be updated to the Lagan System, rather than Employees manually data entering into two systems.
3	Texas State Trade & Licensing System	The State of Texas maintains licensing information for individuals, in both trade licenses and regulatory licenses (e.g., Vehicle for Hire). The City would like to update the New Permitting System with up to date license information on license-holders.
4	City of Houston Court Case Management System	Once citations are issued to license or permit holders, the majority of resulting actions are handled through the court system. The City would like to have records in the New Permitting System updated with the disposition and events of the resulting court cases (e.g., fine payment information).
5	City of Houston Permitting Center Financial System (SAP)	SAP is the financial application used by the Houston Permitting Center. The New Permitting System must provide financial information required for reconciliation. This is currently performed manually.
6	HPC Self-Service Kiosks	HPC will employ kiosks that enable customers to perform self-service permitting and licensing activities onsite. These kiosks will need to be integrated with the future state solution.

Proposers must consider in their design requirements, integration with other Department/Citywide line-of-business systems as part of future development to facilitate the exchange of data between Systems. Proposer should carefully consider the list of candidate systems identified in this section for potential integration, and understand from its scope the importance of an open and flexible system architecture that supports a variety of possible integration means.

1.4 Deficiencies with the Current Permitting Systems

A number of technology limitations currently constrain the City's efforts to provide quality services to its customers that the City intends for the New Permitting and integration with the city's EPR System to resolve:

- **Lack of Self-Service Capabilities for Customers** – Customers must physically visit the Houston Permitting Center to perform most business functions; Customers have little visibility on the real-time status of their applications, permits, and/or licenses with the City unless they contact HPC personnel via phone, email or on site visit
- **Current Technology Does Not Meet All Business Needs** – Multiple permitting systems are currently in place across multiple departments, with most reportedly not meeting current business needs. A number of business processes are performed manually, with a significant dependence on paper documentation. Alternatively, many functions are performed in Microsoft Access databases and/or data is maintained in Microsoft Excel spreadsheets, outside of ILMS.
- **No Single, Centralized View of a Location** – Due to process inefficiencies and lack of integration with existing systems, there is no single source of information for a location. There is limited visibility into the history and real-time activity at a location
- **Data Quality Issues & Limited Reporting Capabilities** – Dependence on paper forms results in data quality issues related to manual data entry (i.e. misspellings, abbreviations, inconsistencies); Additionally the reporting capabilities of the current systems are limited and multiple departments have had to perform time-consuming, customized report development.

1.5 Volume and Metrics

1.5.1 Permitting & Licensing Metrics

The average volume of applications and renewals processed by the Houston Permitting Center, in scope for the New Permitting project, are outlined in the table below.

Table 7. Permitting & Licensing Metrics by Department

Department	Permit Types	License Types
Public Works & Engineering	665	
Administrative & Regulatory Affairs	104	7
Houston Fire Department	83	
Solid Waste (Dumpster Permitting)	1	

The number of permit and license types in scope for this project is outlined in the table below.

Table 8. Permit & License Types by Department

Department	# Monthly Permit Applications Processed	# Monthly License Applications Processed	# Monthly Permit Renewals Processed	# Monthly License Renewals Processed	# Financial Transactions per Month
Public Works & Engineering	6,911		5,066		14,774
Administrative & Regulatory Affairs	13,624	300	10,910		2,073
Houston Fire Department	812		1,603		2,507
Solid Waste (Dumpster Permitting)	147		1,451		1,600

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4.0 Proposed Implementation Plan

4.1 Key Objectives of Implementation

The City of Houston desires an implementation plan that meets the following criteria, prioritized as listed below:

- Quality of System & Implementation
 - Provides the ability to demonstrate success and progress early on (e.g., capitalize on quick wins)
 - Emphasizes on incremental improvement and feedback loop to improve quality of implementation
- Reduces Implementation Risk
 - Reduces risks related to implementation (e.g., ability to identify and resolve issues)
 - Reduces impact on City if the System is not executed on time and on budget
- Reduces Impact on City Resources / Cost
 - Provides optimal conditions for City resources to be available when needed during the implementation
 - Provides for an aggressive timeline and overall project cost
- Timeline
 - Allows the City to meet a reasonable implementation timeline, which may be aggressive while still maintaining quality
 - Allows for opportunities to modify timeline if implementation incurs challenges or issues (e.g., flexible implementation approach/options)
 - Provides the ability to make system functionality available to City and customers as soon as possible

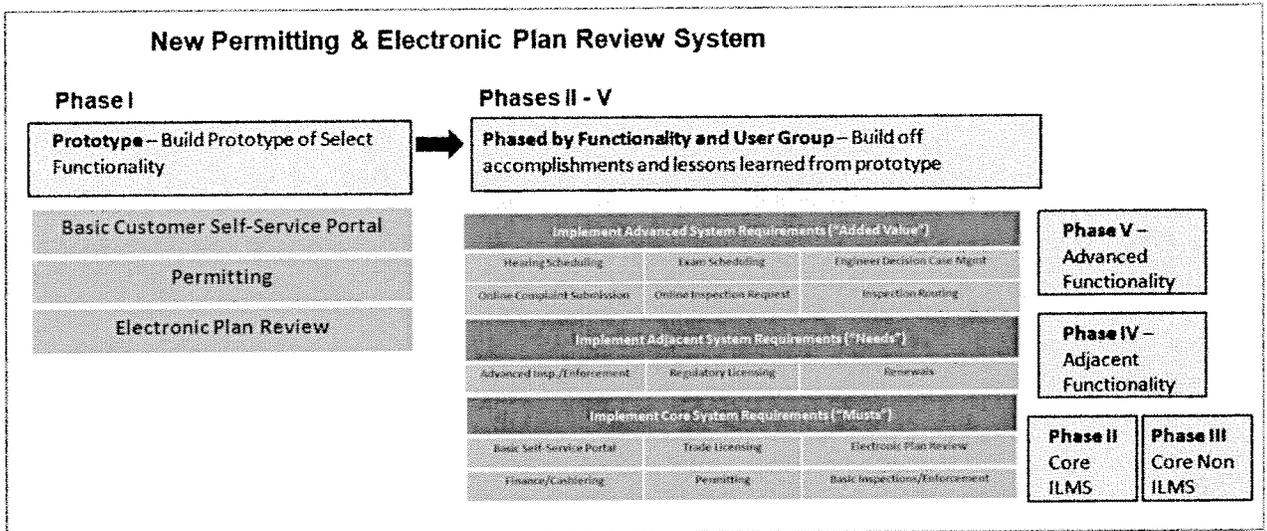
The City places the highest value on Quality of System/Implementation and the least emphasis on Timeline.

4.2 Iterative Implementation Strategy

The City supports an iterative development strategy, where deployments are phased by functionality. The City also desires deployments being further phased by user groups as appropriate.

The City desires an implementation plan that utilizes the initial development of a prototype, containing a limited set of system functionality. Subsequent implementations should build off the initial functionality developed in the prototype, and include the layering of more advanced functionality.

The table below illustrates the option of developing a prototype, containing a limited set of system functionality. Subsequent implementations build off the initial functionality developed in the prototype, and include the layering of more advanced functionality; Releases are by user group.



*Representative list - Does not include ALL core functionality requirements; Vendors may also have pre-defined modules that can or cannot be implemented separately

Figure 3. Summary of Iterative Implementation Approach

The anticipated benefits of this strategy include the following:

- A prototype will address high-risk, complex designs upfront to help mitigate overall project risks.
- Allows for early identification and issues for resolution
- Allows for design/development around end-to-end business processes by user group

The user groups and proposed functionality for Phase 2 to 5 are provided in the figures below.

Figure 4. User Groups and Proposed Functionality for Phase II and Phase III

Phase II - Core ILMS	Phase III - Core Non-ILMS
<ul style="list-style-type: none"> ■ ILMS Users <ul style="list-style-type: none"> - Public Works & Engineering (PWE) - Health & Human Services - Solid Waste (Dumpster Permitting) - Houston Airport Services - Houston Fire Department - Planning & Development ■ Phase II Core Functionality Supports PWE Business Processes <ul style="list-style-type: none"> - ILMS Permits - ILMS Licenses (Trade Licensing) - Electronic Plan Review - Customer Self-Service Portal (Core) - Inspections/Enforcement (Core) - Finance/Cashiering Components 	<ul style="list-style-type: none"> ■ Non-ILMS Users <ul style="list-style-type: none"> - Administrative & Regulatory Affairs (ARA) <ul style="list-style-type: none"> • Transportation • Commercial Permitting • Burglar Alarms • Enforcement ■ Phase III Core System Functionality Supports ARA Business Processes <ul style="list-style-type: none"> - ARA Permits - ARA Licenses (Regulatory Licensing) - Customer Self-Service Portal (Core) - Inspections/Enforcement (Core) - Finance/Cashiering Components
<p>*Representative list - Does not include ALL core functionality requirements; Vendors may also have pre-defined modules that can or cannot be implemented separately</p>	

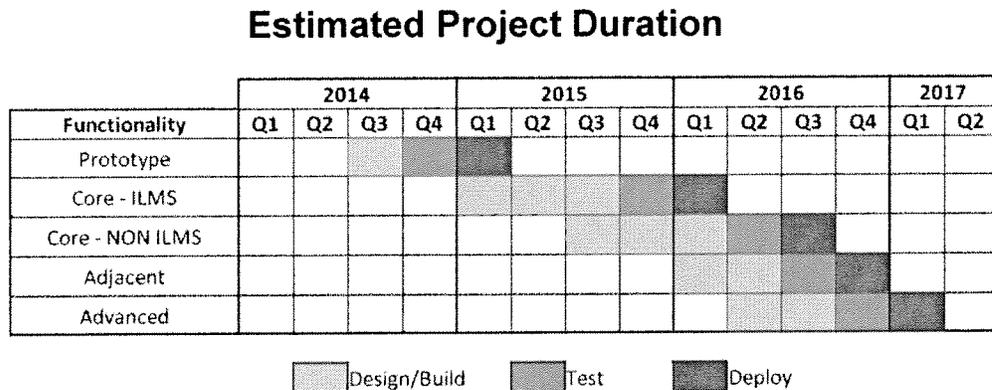
Figure 5: User Groups and Proposed Functionality for Phase IV and Phase V

Phase IV - Adjacent Functionality	Phase V - Advanced Functionality
<ul style="list-style-type: none"> ■ User Group Specific Functionality <ul style="list-style-type: none"> - ILMS - Non-ILMS ■ Adjacent System Functionality "Needs" <ul style="list-style-type: none"> - Advanced Inspection <ul style="list-style-type: none"> • Automated Scheduling • Automated Assignment - Advanced Regulatory Licensing <ul style="list-style-type: none"> • Bar Code Scanning Capability • Photo ID Issuance - Renewals for All Permits and Licensing <ul style="list-style-type: none"> • Automated Communications • Online Renewal & Payment 	<ul style="list-style-type: none"> ■ User Group Specific Functionality <ul style="list-style-type: none"> - ILMS - Non-ILMS ■ Advanced System Functionality "Wants" <ul style="list-style-type: none"> - Online Hearing Scheduling - Online Exam Scheduling - Online Complaint Submission - Online Inspection Requests - Route Optimization - Engineer Decision Case Management
<p>*Representative list - Does not include ALL functionality requirements; Vendors may also have pre-defined modules that can or cannot be implemented separately</p>	

Project Duration

The table below illustrates the City's anticipated project duration.

Figure 6: Estimated Project Duration



The Proposer must address the following in Vendor Response Section 7.9.

1. Describe the iterative approach to implementing this solution
2. Describe how all project activities and deliverables in this solicitation will be developed using the proposed iterative approach
3. Identify key milestones, and timeframes for completing the proposed tasks and deliverables.
4. Identify key risks and issues, including any expected deviation from the estimated schedule provided by the City in the above figure.

5.0 City Proposed Project Resources

5.1 Roles and Responsibilities

City of Houston is to provide subject matter expertise, access to the as-is systems, internal project management, coordination, as well as UAT. In addition,

City of Houston shall:

1. Provide office space for Proposer on-site resources and access to the internet, printing, and copying equipment.
2. Schedule City of Houston resources for project activities and providing meeting facilities as necessary.
3. Provide UAT coordinators who are responsible for the final testing stage of the new system.

The Proposer is expected to:

1. Begin work promptly upon issuance of Purchase Order.
2. Provide Project Team Members including a PM with a minimum of 10 years of project management experience and at least 3 years managing implementations of similar size and scope.
3. Provide required services (as described in this solicitation) and all deliverables, including work products (artifacts, to the satisfaction of the department. All document deliverables to be delivered in the original electronic and editable format. All software coding customizations to be provided to City of Houston including source codes, comments, and associated artifacts.
4. Submit deliverables on the dates specified in a format approved by City of Houston (any changes to the delivery dates shall have the prior written approval of City of Houston).
5. Successful implementation of the new system, which implies, proper functioning of the application itself, all the affected systems (integration), post implementation, to the satisfaction of the department.

5.2 Governance

The project team will report to the Project Steering Team (PST) and the PST will report to the Executive Sponsor Committee (ESC). . Both governance bodies will have representatives from citywide departments, and stakeholder groups. As such, this Committee will provide guidance to the project team, approve all change requests and approve the project team to proceed through any major gates/milestones.

6.0 Description of Proposed Functional and Technical Components

The City of Houston seeks a highly-configurable web-based COTS Vendor or City hosted solution that meets City of Houston’s current business needs and is architecturally scalable and extendable to address future business requirements.

6.1 Functional Components

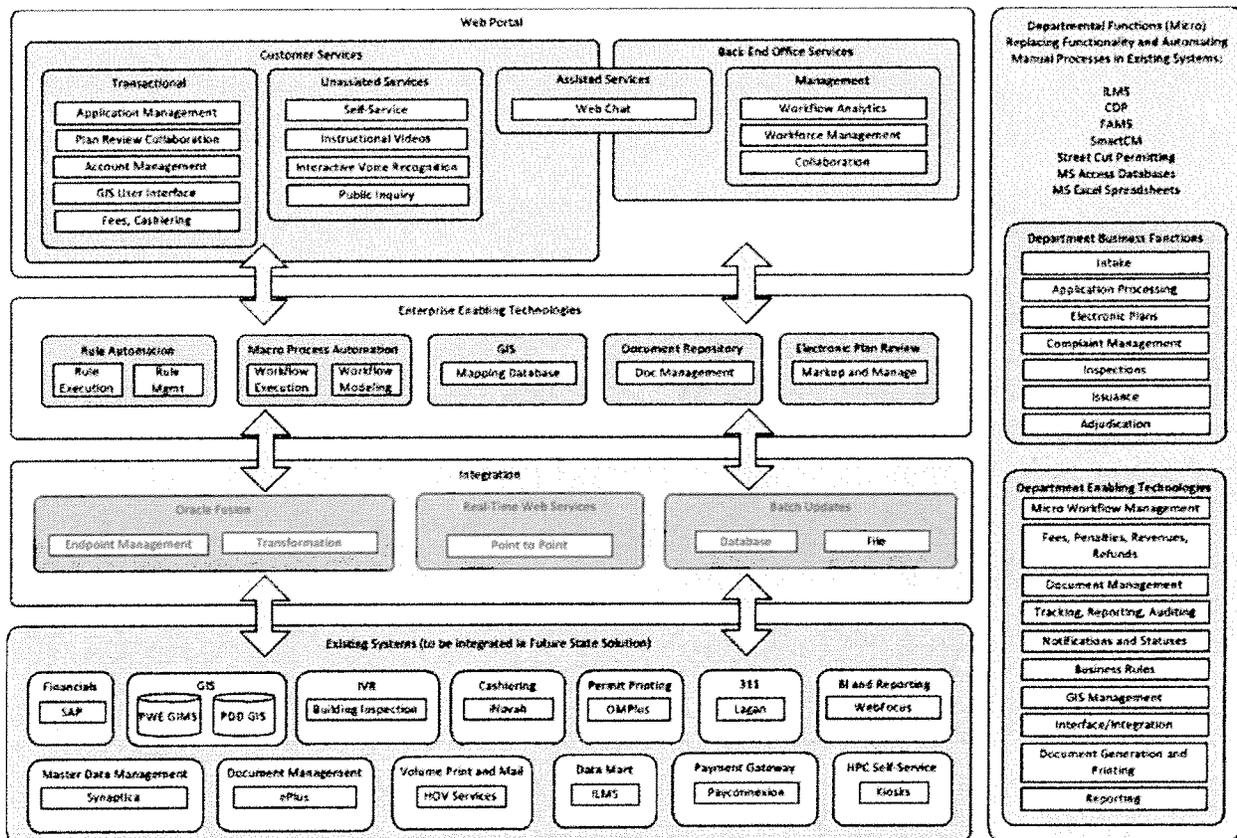
The selected Proposer will be required to implement Infor Public Sector Community Development Suite, including the following modules: Planning, Project, Building, Code Enforcement, Business License, Trade License and Dynamic Portal and integrate with city’s Electronic Plan Review. PWE and other key permitting departments currently use a number of internally and third-party developed systems, which are reaching end-of-life and/or are currently not meeting all of their business needs. The future state vision is to replace the existing ILMS and other selected permitting-related systems with the Infor CDR Product Suite and integration with the city’s EPR solution.

The City of Houston will also provide Proposers with access to the To-Be State Business Use Cases, from which the Functional Requirements were derived, for reference purposes. The Functional Requirements matrix contains a column labeled “Use Case Ref #” which corresponds to the Use Case ID Number of the associated use case(s) for that requirement. Note: This column may say N/A if a requirement does not have a corresponding use case.

6.2 Technical Components

The following diagram illustrates City of Houston’s New Permitting Conceptual Solution Model.

Figure 7: Conceptual Solution Model



The model contains a number of large building blocks:

- Web Portal: The Web Portal is a web-based user interface that serves as the entry point for all user interactions with the new solution (customers and employees).
- Enterprise Enabling Technologies: The Enterprise Enabling Technologies contains a set of key technologies that are required to support the future state functional requirements.
- Integration: Integration between the future state solution and external systems will be managed through the existing available integration channels.
- Existing Systems: A number of existing systems will continue to operate and interface with the future state solution.
- Departmental Functions: Departmental Functions contains the set of key functional capabilities and automated processes that will be supported by the future state solution.

The subsequent sections describe these building blocks and drill down to the capabilities.

6.2.1 Web Portal

The portal represents a unified customer self-service interface for City of Houston customers, including constituents, licensees, and developers, as well as a set of support services for City of Houston employees.

6.2.1.1 Customer Services

Customer Services consist of capabilities for external users to perform key permitting activities online including application submission, electronic plan submission, monitoring and tracking capabilities, management of account settings, and making online payments.

The functional capabilities are further decomposed into several categories:

- Transactional: The Transactional services implement the permit application process.
- Unassisted Services: The Unassisted Services provides customer self-service capability that does not require any direct interaction with employees.
- Assisted Services: The Assisted Services provides various ways in which users can interact with live agents, through different channels.

Transactional

Application Management

This capability manages the submission of the application and tracks it on the user's behalf. It provides a customer-centric portal view of the macro workflow process, and tracks the application status. Additional documentation may be required, plans may need to change and fees collected.

The application management capability uses a number of enabling technologies:

- Macro Process Automation to orchestrate, execute and track the inter-departmental workflow processes.
- Centralized Document Repository to store and manage all documents related to an application.

A centralized and shared application database captures all pertinent information about the application. It will establish a “universal project ID” that is used across the departments that implement the micro workflow.

This capability contributes to increasing the **transparency** of the application process.

Account Management

Recognizing that City of Houston customers will return to the portal many times while the permit or licensing process is in progress (and may have multiple projects and/or applications), there is a need to establish user accounts, provide secure access to the user’s projects, and only require the user to enter the same data once.

GIS User Interface

The GIS User Interface allows users to view GIS data through the Web Portal utilizing data provided by the existing GIS mapping databases.

Fees, Cashiering

This capability allows a single interface to make payments, from the user perspective, and (through integration) distribute revenues to departments, and provide a feed to PWE’s financial system. The future solution will integrate with PWE’s existing iNovah cashiering system or the replacement system.

Unassisted Services

Self-Service

A comprehensive self-service web portal is a critical component for the future state solution. This capability allows users to perform many of the in-person activities through the Web Portal Self-Service solution using a variety of customer-centric online tools and self-guided instructions/online help.

Instructional Videos

Increased bandwidth to homes and to mobile devices via new generations of mobile networks has combined with the consumer acceptance of YouTube to make video an increasingly important aspect of customer experiences. Using prerecorded video clips to support customer service or training requests has the potential of reducing interactions with the Houston Permitting Center, and short “how to” video clips can help less experienced users learn in approachable ways, or explain complicated business rules, that may be difficult to understand in other formats. Phone or Web chat agents can also provide customers with a URL to a recorded video clip to deal with or solve a particular problem. Typically, self-help clips cover frequently asked questions. They can be created informally by the employees or organization itself or formally by a recording studio.

Interactive Voice Recognition (IVR)

Interactive Voice Recognition enables systems to interact with humans through the use of voice and touch-tone telephony via computer-telephony integration (CTI). IVR is a service that is currently provided by the Houston Permitting Center, and has been adopted for payment and account management functions, as well as inbound and outbound notifications with customers.

Public Inquiry

The public inquiry capability supports inquiries related to a variety of permitting projects that originate from parties who are not directly involved with the project, such as neighbors. These inquiries could be

related to potential code violations, or purely informational. For a particular parcel or address, the new solution will supply a subset of information related to the current permits and permit applications.

Assisted Services

Web Chat

Web chat refers to an online, text-based interaction with a live agent. A Web chat session involves interactive, Internet-browser-based, live text interactions that can be launched at any time, from learning about rules and regulations to managing specific applications. Web chat allows users to ask a question at any time, from learning about rules and regulations to managing specific applications. Since the agent has access to the knowledge base, they can typically handle multiple requests at the same time, making this a much more efficient channel from the City's perspective.

6.2.1.2 Back-End Office Services

Back-End Office Services within the Web Portal consist of capabilities for employees to directly support customers through the Assisted Services (see Customer Services) and to support the management of the permit application processes. Employees also have full access to Customer Services to perform in-person application intake and processing on behalf of a customer.

Management

Workflow Analytics

The Macro Process Automation capability (described in Enterprise Enabling Technologies) executes and tracks the application process between departments. It captures a number of metrics that can be used by employees to establish Key Performance Indicators. Based on these indicators, employees can ensure that the application process steps are completed within the expected service levels, and allow the intervention when needed.

Workforce Management

Similar to Workflow Analytics, the Macro Process Automation capability tracks the number and types of applications routed to individual departments. Based on these metrics, trends and forecasts, management can proactively allocate its workforce based on anticipated demand.

Collaboration

Many departments are part of the application process for a single application and the process will change from a largely sequential process to executing parallel steps where feasible. This requires a capability for multiple departments to collaborate and coordinate on individual applications.

Reporting and Analytics

The portal will provide web-based reporting and analytics for users to run reports, perform analytics, and conduct ad-hoc reporting.

6.2.2 Enterprise Enabling Technologies

These technologies support the future state solution.

6.2.2.1 Rule Automation

The goal of rule automation is to capture the many business rules that govern the permitting and licensing processes, and evaluate them in an automated framework. Currently, these rules are primarily documented within individual departments.

Rule automation serves two purposes in the conceptual model:

- Support decisions within the Macro Process Automation capability by extracting complex rules/decision trees from the workflow tool.
- Support the process as executed by departments, by using a consistent set of rules across the organization.

There are many implementation options for rule automation, ranging from lightweight components to full-fledged Business Rule Management Systems (BRMS). In the introduction of the conceptual model, we emphasized the preference for a pragmatic and efficient implementation, and this is especially pertinent for the rule automation capability.

Rule Execution

Rule Execution is the runtime environment in which rule sets are evaluated. It supports other capabilities as described above.

Rule Management

Rule Management provides the capability to author, test, version control, and publish rules to the runtime environment. Systems analysts, and potentially business analysts, typically use a visual tool to manage the rules.

6.2.2.2 Macro Process Automation

The goal of Macro Process Automation is to capture the inter-departmental workflow of the services that implement permit processes, and execute them in an automated framework. Currently, customers manage these processes themselves as they are referred from department to department in order to obtain clearances for permits and the finalization of the project.

Workflow automation of these processes encapsulates the steps that users manage today, and aims to execute them more efficiently by the correct sequencing, parallel processing and ensuring that the right information is available for individual departments, at the right time. The departments continue to process their own workflow (micro workflow) using existing tools/products or replacement tools/products.

Similar to rule automation, macro process automation is an ambitious goal, and the City may initially only implement the more straightforward services, prior to automating the more complex scenarios. The range of implementation options is similarly broad, from lightweight workflow tools to full-fledged Business Process Management Systems. Again, we envision a pragmatic solution.

6.2.2.3 Workflow Execution

Workflow Execution is the runtime environment in which the processes are executed.

6.2.2.4 Workflow Modelling

Workflow Modeling provides the capability to author, test, version control, and publish process models to the runtime environment. Systems analysts, and potentially business analysts, typically use a visual tool to manage the workflow processes.

6.2.3 GIS

The GIS capability provides geographical information to support the permit application process.

6.2.3.1 Mapping Database

The future state solution will capture information relative to permit applications that is not currently tracked in either PWE GIMS or PDD GIS.

6.2.4 Document Repository

The Document Repository provides centralized storage of, and access to, all documents related to permit applications. It will be used by all involved departments and be integrated with the departmental capabilities.

6.2.4.1 Document Management

The Document Management capability includes:

- Repository services: Store the documents and make them accessible, typically via a nested folder-style metaphor, or sometimes via a hierarchy of metadata or tags
- Metadata services: Supply general information about the documents, such as author, date created, size, file type, content type, and so on
- Search services: Allow users to search for documents based on words embedded in the text (keyword search) and/or document metadata, such as author, subject, or date created
- Versioning services: Control the integrity of new versions of documents
- Rendering services: Transform files from one format to another, such as translating a Microsoft Word file into Adobe Portable Document Format (PDF)
- Audit services: Track and report on document changes and life cycles
- Life cycle services: Usher documents through a life cycle process, performing actions such as preventing deletion when a document is under a hold order, deleting a document at expiration time (e.g., 90 days, two years, or nine years), and document archiving/retention based on defined business rules.
- Access control services: Control access to documents, typically on a folder basis but sometimes on a document-by-document basis, typically integrated with the enterprise directory or authorization service.

6.2.5 Integration

The future state conceptual architecture consists of multiple capabilities that operate in integrated fashion. In some cases, it makes sense to integrate directly between components, such as a GIS viewer in the portal and the GIS back-end components. In other cases, it makes sense to go through an intermediary integration capability, such as communicating with existing systems that may require customization on either end to establish exchanges.

This capability can be implemented through a wide range of technologies, ranging from simple web services to full-fledged Enterprise Integration suites. In some cases, products that cover the Macro Process Automation (which supports process orchestration, in this model) may also cover integration.

6.2.5.1 Oracle Fusion

PWE currently uses Oracle Fusion as the integration tier to exchange data between different systems. Currently, only a limited number of systems integrate through Oracle Fusion. PWE expects the future state solution to further utilize Oracle Fusion as the primary integration platform, where possible. Integrator may propose the use of Infor ION as an alternative.

Endpoint Management

Endpoint management allows integration targets (endpoints) to be wrapped in a service interface and be invoked using standard interface technologies, through the service bus. Systems may have different technical protocols in which they communicate, requiring protocol conversion.

Transformation

Transformation allows for the translation and restructuring of messages (or the "payload") between two different systems. Transformation may involve lookups to other systems.

6.2.5.2 Real-Time Web Services

Many City of Houston systems currently employ the use of standardized web services as the integration mechanism between two systems.

Point to Point

Currently, systems exchange data by consuming web services exposed by another system. This approach becomes less viable and difficult to manage when the number of systems and integration points increases. The integration for the future state solution will use web services (or other standardized interfaces) connected through Oracle Fusion to facilitate data exchange with other systems. Integrator may propose the use of Infor ION as an alternative.

6.2.5.3 Batch/Real-Time Updates

The City currently uses limited batch updates to perform end of day or interval-based and real-time updates between two systems.

Database

The City currently has at least one batch update that utilizes a database to transfer data between two systems.

File

The City currently has at least one batch update that stores data in a file and transmitted to another system through a standard transfer protocol such as File Transfer Protocol (FTP).