



City of Round Rock, Texas

Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

RFP No. 17-008

REQUEST FOR PROPOSAL

FOR

**UTILITY and CUSTOMER ENGAGEMENT
SOFTWARE SOLUTION**

Date: March 2017

TABLE OF CONTENTS

Section I

General

1. Purpose
2. Background

Section II

Statement of Work

1. Introduction
2. Overview
3. Requirements
4. Agreement Term
5. Respondent Qualifications

Section III

Proposal Information

1. Schedule of Events
2. Proposal Requirements
3. Proposal Evaluation
4. Selection and Award Process
5. Post Award Meeting

Section IV

General Terms and Conditions

Attachments

Attachment A - Reference Sheet

Attachment B - Proposal Submittal Form and Execution

Attachment C - Addendum Acknowledgment Form

Attachment D – Additional Functionality and/or Other Options

City of Round Rock

SECTION I GENERAL

PURPOSE

The City of Round Rock, Texas herein after “City”, is soliciting proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to develop and implement a customer portal solution and internal analytical tool that offers complete functionality for the City’s utility customers and staff, including a platform used to view customer water consumption, billing and other utility data. The City expects to implement the new **Utility and Customer Engagement Software Solution (Solution)** concurrent with its transition to Munis for utility billing.

The City is soliciting offers under the guidelines provided with authority through Texas Local Government Code Chapter 252. All proposals must meet the requirements outlined in this Request for Proposal (RFP) to be considered for evaluation by the City.

BACKGROUND

The City of Round Rock is a thriving city that has become a major center for economic development in Central Texas, while cultivating an excellent quality of life. Round Rock is home to global companies and thousands of innovative small businesses with award-winning schools, healthcare, and fine neighborhoods that make Round Rock a flourishing and healthy family and business friendly community. The City is home to numerous high profile employers including headquarters for 4 of 5 global operating divisions of Dell Technologies, Inc. It is also home to three major university campuses including Austin Community College, Texas State University, and Texas A&M Health Science Center.

Just fifteen miles away from downtown Austin, residents enjoy all the conveniences of a big city plus the closeness and atmosphere of a small town. The City is recognized for its award-winning master plan, park system, and school district, while being one of the safest, most affordable cities in the country. Most notably for this project, the City is also proud of its award winning utility system including:

- Best Tasting Drinking Water Award, from the Texas Water Utilities Association Central Texas, and
- Outstanding Municipal Utility Award, which honors municipal utility systems that are leaders in the industry.

The City currently has 33,000 active customer accounts, including approximately 30,600 residential, 2,400 commercial and 11 wholesale customers. The City’s wholesale customers account for approximately 15% of the City’s utility revenues. The City expects utility customer growth to continue at a pace of 2% to 3% per year, until build out in 2050.

Utility Technology Systems: The City uses Master Meter’s advanced metering infrastructure with a fixed network, water metering system that sends meter reads anywhere from daily to hourly to a data collection server. This infrastructure and all new digital meters, Advanced Meter Infrastructure (AMI), was completed in early December 2016 at residential properties and smaller commercial properties. As of February 2017, the City’s Utility Department had replaced over 91 percent of the water meters in the City with new, digital, automatic meters, as part of upgrading to new, better technology. This technology allows the City to read meters quickly and accurately, as well as reduces the amount of staff necessary to track water usage throughout Round Rock.

The City has also undertaken a major transition in its utility billing software. The City began its transition from Incode Version 9 to Munis version 11.2 in February 2017 with a target go-live date of November

2017. The City also uses the Munis financial software suite and Cityworks for its asset management and word order system.

To best use this new AMI & CIS technology, the City is seeking a Solution that will allow customers to take more control and initiative with their water use, by being able to see their water use in nearly real-time, receive alerts for potential leaks, and set threshold alerts when usage reaches a specific gallon amount used, manage their payments and monitor other utility services offered. The Solution should promote an easy to use and seamless customer service interaction among the City's staff and its customers.

SECTION II STATEMENT OF WORK

1. **INTRODUCTION:** This Request for Proposal (RFP) describes information for the Respondent to provide services which shall include, but are not limited to the requirements contained herein. Services set forth that contain the words "must" or "shall" are mandatory and shall be provided as specified with no alteration, modification or exception unless an alteration, modification or exception would enhance the services provided to the City. Any and all alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words "may" or "can", allow Respondents to offer alternatives to the manner in which the services are described in the RFP.

2. **OVERVIEW:** The following overview and requirements for the specified Solution and related services provides additional information and outlines specific requirements that must be met as part of the respondent's proposal. All respondents are expected to have the ability to provide the requirements and services as represented in the proposal.

3. **REQUIREMENTS:** The City of Round Rock is seeking a provider to implement a hosted customer portal and internal utility analytical tool Solution that offers complete functionality for all the City's utility customers.
 - 3.1. The Solution shall integrate tightly with the City's internal Utility Billing System (currently Tyler Incode, upgrading to Tyler Munis by November 2017), as well as the City's 3rd party payment processor, Chase Paymentech.
 - 3.1.1. The City may consider transitioning its merchant services provider for the best Platform Solution.
 - 3.2. The Solution shall integrate with the City's current Advanced Meter Infrastructure (AMI) by Master Meter to display interval data and deliver customized alerts.
 - 3.3. The Solution must be desktop, tablet, and mobile-friendly, and geared towards water utility specific business processes and functions.
 - 3.4. The Solution must be visually engaging as well as straightforward and easy for customers and staff to use.
 - 3.5. The Solution must meet the needs of approximately 33,000 current utility accounts and be scalable up to 50,000 accounts for future buildout.
 - 3.6. The successful Respondent shall create a customer mobile and web based engagement platform for all Water and other City utility services, as well as a utility platform used to view customer information and track water conservation program details.

- 3.7.** The successful Respondent shall be able to provide a customer portal that is integrated with the City's Utility Customer Information System, Master Meter Automated Metered Analytics (AMA) and online bill pay systems to provide a single sign on experience on mobile and web portal platforms including iOS, Android and Windows Phone OS.
- 3.8.** The customer portal Solution shall allow the utility to push out messages to the City's utility customers to include information such as rebate programs, education, water saving tips, and information such as line breaks or power outages, relevant to affected neighborhoods.
- 3.9.** The customer portal Solution shall have the ability to measure overall water conservation efforts and be able to provide analytics on each program. Such programs shall include residential and commercial rebate tracking, violation management, and educational and public outreach programs.
- 3.10.** The customer portal Solution shall have the ability to create reports for conservation programs which include water saving factor calculations in gallons and acre-feet, while showing up-to-date reporting values for all conservation programs on a monthly basis.
- 3.11.** The customer portal Solution shall provide trending statistics, high/low monthly averages, and annual averages for each account. Ideally, the customer portal Solution will provide temperature and rainfall data, as well.
- 3.12.** The customer portal Solution shall provide a minimum of 24 months (preferably more) of customer consumption and payment history. The City intends to use the history capability of the portal Solution to minimize data conversion requirements for its CIS conversion.
- 3.13.** The customer portal Solution shall have the ability to integrate with the City's Master Meter Advanced Metered Analytics System which shall enable the City's customers monthly, hourly or daily water consumption information and provide the City's customers the ability to set notification alerts of potential leaks. The City's customers shall have the ability to view past usage (current and prior year), as a comparison.
- 3.14.** The customer portal Solution shall allow the City's customers the ability to view and pay bills on either the customer portal or the customer's mobile device. The customer portal Solution shall have a process to import a payment file to the City CIS Billing system to update customers' accounts. The customer portal Solution shall allow the City's customers to see billing history for the duration of their account.
- 3.15.** The customer portal Solution may allow the City's customers to request services such as move in/move outs through a two-way communication process.
- 3.16.** The customer portal Solution shall allow for the utility staff to see what the customer sees on all of the analytics associated with an account, such as payment history and usage patterns.
- 3.17.** The utility analytical tool Solution shall allow simple, customizable viewing (dashboard style) or compilation of data for utility data needs including, but not limited to, specific customer classes such as single-family, commercial, multi-family, industrial and institutional, with options for sub-classes such as parks and schools, for water, wastewater, drainage, garbage, geographic areas, conservation patterns and any other utility data the City may choose to bill through its system.
- 3.18.** The customer portal Solution shall have administration privileges granted to the utility so that changes/additions can be made without extensive help or support from the successful Respondent.

- 3.19. Both the customer and the utility shall have the ability to reset customer passwords, if needed.
- 3.20. The successful Respondent shall maintain confidential and proprietary all information belonging to the City of Round Rock and its utility customers. The successful Respondent shall provide a means for secure data transmission to and from the City of Round Rock and a method to confirm receipt of any or all data transmissions.
- 3.21. The successful Respondent shall have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment, and a formal disaster recovery agreement or site.
- 3.22. The successful Respondent shall provide on-site training to utility and IT staff at culmination of project and as needed, for the first full year of service. The successful Respondent shall provide training and/or user manuals or other applicable resources for the City's staff.
- 3.23. The customer portal Solution shall be customizable with City logos and brands, and have the capability to add or remove features as the City and the successful Respondent determine necessary.
4. **AGREEMENT TERM:** The successful Respondent shall assume a contract term of five (5) years. (Information on cancelling an agreement is found in Section IV, General Terms and Conditions, 2. Cancellation.)
5. **RESPONDENT QUALIFICATIONS:** The City requires that the successful Respondent possess the qualifications and expertise necessary to develop, implement, and maintain the Solution as described in the Requirements. The City understands that the software and solutions available are rapidly changing. The City is looking for the provider with not only the required experience, but also the demonstrated ability to continue to adapt and improve with the environment and market. The Respondent shall provide the following:

 - 5.1. Company Description

 - 5.1.1. Respondent shall provide a brief outline of the company and services offered, including full legal name of the company and year business was established
 - 5.1.2. Respondent shall provide information to confirm that all involved business entities have the experience and stability necessary to provide the services requested in this RFP.
 - 5.1.3. Respondent shall provide an overview and brief description of the Respondent's work history, with specific focus on how the Respondent has established a pattern of enhancing and improving the customer experience and technology platform.
 - 5.1.4. Respondent shall provide a narrative describing what uniquely qualifies the Respondent for this program.
 - 5.1.5. Respondent shall provide information on current software clients, including total number of current clients, and a list of all municipal or utility clients.
 - 5.1.6. Respondent shall provide identification and evidence of relevant licenses/certifications the Respondent currently holds.

- 5.1.7. Respondent shall provide a description of any and all potential conflicts of interest including, but not limited to any business relationships with current vendors or employees.
- 5.1.8. Respondent shall provide all litigation the company or its principals have been involved in within the last three (3) years.
- 5.1.9. Respondent shall provide two years audited financial statements, including any notes or supplemental schedules
- 5.2. Project Delivery Approach: The Respondent’s proposal shall include a description of the project delivery approach, the roles and responsibilities for the Respondent and Round Rock, and all the activities and tasks required to plan, design, build, test, implement, support, and provide training for both the implementation and ongoing operation of the Solution.
- 5.3. Staffing: The Respondent shall describe its staffing plan, including describing the experience and qualifications of key staff that will be working on the project and shall designate a main point of contact for the City of Round Rock.
- 5.4. The City reserves the right to satisfy itself that the Respondent will be able to perform under the agreement and may request any information which is deemed necessary to determine the qualifications and acceptable responsibility from the Respondent. If the information supplied by the Respondent is insufficient, the City may request additional information or reject the proposal and select another Respondent based on the evaluation criteria and overall scoring and rankings of proposals.
- 5.5. Legal Requirements: It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the services covered herein which may apply.
- 5.6. Respondents domiciled outside the United States will not be included for consideration in this procurement process. Only companies with a home office in the United States will be considered.

SECTION III
PROPOSAL INFORMATION

1. **SCHEDULE OF EVENTS:** It is the City’s intention to comply with the following solicitation timeline:

<u>EVENT</u>	<u>DATES</u>
Release of RFP	March 27, 2017
Deadline for Submission of Questions	April 4, 2017, 5:00PM (CST)
City Response to all Questions/Addendums	April 10, 2017, 5:00PM (CST)
Opening Date for Proposal	April 18, 2017, 3:00PM (CST)
Interviews/Demonstrations, if necessary	April 24 and/or May 1, 2017 (week of)
Contract Award Date	June 22, 2017
Notice to Proceed	June 26, 2017

NOTE: The City reserves the right to modify these dates. Notice of date changes will be posted to the City’s website.

2. **SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below.

2.1. **PROPOSAL PACKAGING**

2.1.1. Sealed responses shall be clearly marked on the outside of packaging with the **Company Name, Solicitation Title, RFP Number, Due Date, and “DO NOT OPEN”**. Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. Information in excess of those pages allowed may not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.

2.1.2. The Respondent shall submit one (1) “Original” signed paper copy clearly labeled and five (5) copies, clearly identified as “COPY”, of its Response. In addition, the Respondent shall submit one (1) flash drive, each containing a complete copy of respondent’s submission in an acceptable electronic format (PDF, RTF, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: “SOLICITATION NUMBER 17-008, complete copy of [Respondent’s Name] submission.”

If supplemental materials are included with the response, each flash drive shall include such supplemental materials. The response and accompanying documentation are the property of the City and will not be returned.

2.1.3. Respondents to this RFP are responsible for all costs of proposal preparation.

2.1.4. All proposals shall be received and time stamped at the City prior to or on the closing date of April 18, 2017, 3:00 pm, Central Standard Time (CST), as specified in Section III Schedule of Events.

NOTE: Late Proposal(s) will not be considered under any circumstances and will be returned unopened, if return address is provided.

2.1.5. Receipt of all addenda (**Addendum Acknowledgment Form Attachment C**) to this RFP must be acknowledged, signed, and included with the proposal response.

2.2. **CONTENT:** Proposals submitted without the information in the organization outlined below may be rejected. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. The Proposal Submittal, all Attachments, and all Addendums shall be included with your proposal response. **Failure to do so may result in disqualification.**

2.2.1. **Title Page** (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

2.2.2. **TAB 1 - Letter of Transmittal** (1 page) – Identify the services for which solicitation has been prepared.

2.2.2.1. Briefly state your company’s understanding for the services to be performed and make a positive commitment to provide the services as specified.

- 2.2.7. TAB 6 – References (2 pages)** – Respondent shall provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, within the last three (3) years. Include a brief overview of the work performed. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.
- 2.2.8. TAB 7 – Pricing Proposal (1 page)** – Respondent shall provide an all-inclusive fee proposal for the Platform and related described herein. The cost summary shall include:
- 2.2.8.1.** First year costs by unit and in total as applicable to include all start up, training, software licensing and any others costs from project kick off through the first 12 months.
- 2.2.8.2.** Three-year and five-year life cycle cost, by unit and in total as applicable, of program assuming 3% growth in new customers and typical customer adoption rate.
- 2.2.9. Attachment A** – Reference Sheet. This section shall include the Respondent's References and must be included with the Respondent's proposal response.
- 2.2.10. Attachment B** – Proposal Submittal Form and Execution must be signed and dated and included with the Respondent's proposal response.
- 2.2.11. Attachment C** – Addendum Acknowledgement Form must be signed and dated and included with the Respondent's proposal response, if Addendums have been posted to the City website.
- 2.2.12. Attachment D** – Additional Functionality and/or Other Options Form. The Respondent is invited to include in this section any additional functionality and/or other options which may not have been addressed in Section II Statement of Work, to help the City achieve its goal of selecting the best value Solution.
- 2.3. All inquiries** must be submitted in writing to Yvonne Hopkins, CTPM by e-mail at: yhopkins@roundrocktexas.gov **on the due date noted in Section III Schedule of Events**. The City shall NOT be responsible for failure of electronic equipment or operator error.
- 2.4.** All inquiries that result in written addenda to the RFP will be posted to the City's webpage: <http://www.roundrocktexas.gov> **on the date specified in Section III Schedule of Events**.
- 2.5.** Respondents shall acknowledge and return all addenda on Addendum Acknowledgement Form (**Attachment C**).
- 2.6.** Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of the City will not answer questions or otherwise discuss the contents of this RFP with any potential respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.
- 2.7. Delivery of Proposal:**

Signed and sealed proposal response shall be submitted no later than April 18, 2017, 3:00PM, (CST), to the City by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
City of Round Rock 221 East Main Street Round Rock, TX 78664-5299 Attention: Yvonne Hopkins Purchaser	City of Round Rock 221 East Main Street Round Rock, TX 78664-5299 Attention: Yvonne Hopkins Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday	City of Round Rock City Hall – Reception Desk 221 East Main Street Round Rock, TX 78664-5299 Attention: Yvonne Hopkins Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday

2.8. Proposal Opening:

- 2.8.1. Proposals will be received at the City of Round Rock, City Hall, 221 East Main Street, Council Chambers, Round Rock, Texas 78664, until the date and time established for receipt of proposal.
- 2.8.2. Only the names of the respondents who submitted a proposal will be made public in a manner that does not disclose the contents before an award.
- 2.8.3. Prices and terms will not be divulged until after award. The City considers all information, documentation, and other related submission materials to be confidential and/or proprietary before an award.
- 2.8.4. Telephone, facsimile, or e-mailed proposals are not accepted in response to this RFP.
- 2.8.5. Responses cannot be altered or amended after opening.
- 2.8.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 2.8.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 2.8.8. All submitted proposal responses becomes the property of the City after the RFP submittal deadline/opening date.
- 2.8.9. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the City.

3. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City.*

- 3.1. Evaluation Criteria: Weights:
 Respondents Qualifications & Experience 20%

Proposed Platform and Program Features	40%
References	20%
<u>Price</u>	<u>20%</u>
Maximum Weight:	100%

- 3.2. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a Best and Final Offer is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- 3.3. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- 3.4. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- 3.5. The City reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- 3.6. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- 3.7. The City may develop a "short list" of qualified proposal, and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

4. SELECTION AND AWARD PROCESS:

- 4.1. Proposal shall be scored by an evaluation committee, using the criteria shown in Section III, Proposal Information, Evaluation Criteria, Paragraph 3.1. In the event an award does not occur, the process may continue until the City makes an award or terminates the process.
- 4.2. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- 4.3. Submission of proposal indicates the Respondent's acceptance of the evaluation process **and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.**

4.4. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to processing any payments to the awarded Respondent.

5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:

5.1. Review all submittals and determine which Respondents are reasonably qualified for award the agreement.

5.2. Determine the Respondent whose submittal is most advantageous to the City, considering the evaluation criteria.

5.3. Attempt to negotiate with the most responsive Respondent for an agreement at fair and reasonable terms, conditions and cost.

5.4. If negotiations are successful, enter into an agreement.

5.5. If not successful, formally end negotiations with that Respondent. The City may then:

5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.

5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.

5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

6. **POST AWARD MEETING**: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

6.1. Provide City contact(s) information for implementation of the Agreement.

6.2. Identify specific milestones, goals and strategies to meet objectives.

SECTION IV
GENERAL TERMS AND CONDITIONS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **ABANDONMENT OR DEFAULT:** A Respondent who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed. If the respondent defaults on the contract, the City reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
2. **CANCELLATION:** The City reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is an addition to and not in lieu of any remedies, which the City may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice to the other party. The City shall pay the respondent the contract price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the respondent of any obligation or liability that has occurred before cancellation. The respondent shall refund any balance of unused prepaid funds to the City.
3. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 3.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 3.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
4. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The City shall take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
5. **DAMAGE CLAIMS:** The Respondent shall be responsible for damage to the City's equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify, and hold harmless the City, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of respondent or any agent, employee, sub-Respondent, or supplier of Respondent in the execution or performance of this contract.

6. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Respondent(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.
7. **RIGHT TO AUDIT:**
 - 7.1. The Respondent agrees that the representatives the City shall have access to, and the rights to audit, examine, or reproduce all records of the Respondent related to the performance under this Agreement. The Respondent shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.
 - 7.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.
8. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.
9. **RESPONDENT RESPONSIBILITIES:**
 - 9.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.
 - 9.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.
10. **AWARD OF CONTRACT:**
 - 10.1. A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized signed approved City Contract.
 - 10.2. This contract shall be conducted in accordance with Texas Local Government Code Chapter 252. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the

Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the "Contract Documents").

- 10.3.** Any contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if the funding is not appropriated by the City of Round Rock. The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.
- 10.4.** This contract is void if sold or assigned to another company without written approval of the City. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City designated Project Leader(s) and Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.
- 11. SPECIFICATIONS:** The services performed shall be in accordance with the purchase specifications herein. The City shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The City shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.
- 12. PATENTS OR COPYRIGHTS:** The respondent agrees to protect the City and each participating municipality from claims involving infringement of patent or copyrights.
- 13. RESPONDENT ASSIGNMENTS:** The successful respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- 14. DISPUTE RESOLUTION:** If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.
- City and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.
- 15. SUBSTITUTIONS:** Substitutions are not permitted without the written approval of the City.
- 16. PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the City. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars, and general mailings to municipalities.
- 17. PUBLIC INFORMATION ACT:** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
- 18. ANTI-LOBBYING AFFIDAVIT:** By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the initial response, RFP No. 17-008 – UTILITY AND CUSTOMER ENGAGEMENT PLATFORM, the Respondent, its employees, officials, agents, and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity's response with City personnel, the

evaluation committee members, and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP; provided, however, the entity, its employees, officials, agents, and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers, or other persons, communicate or attempt to communicate about the Respondent's response to any City personnel, the evaluation committee members, or the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.

19. **ADDITIONAL TERMS AND CONDITIONS:** In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <http://www.roundrocktexas.gov>

City of Round Rock

ATTACHMENT A
REFERENCE SHEET

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Respondent (Company): _____

Name (Typed / printed): _____

Telephone number: _____

E-mail Address: _____

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the Proposal. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services: _____
Name of Contact: _____
Title of Contact: _____
Company Name: _____
E-Mail Address: _____
Telephone #: _____
Fax #: _____

Description of Services: _____
Name of Contact: _____
Title of Contact: _____
Company Name: _____
E-Mail Address: _____
Telephone #: _____
Fax #: _____

Description of Services: _____
Name of Contact: _____
Title of Contact: _____
Company Name: _____
E-Mail Address: _____
Telephone #: _____
Fax #: _____

City of Round Rock

ATTACHMENT B
PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): _____

SIGNATURE (IN INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FAXSCMILE NO.: _____

E-MAIL ADDRESS: _____

FEDERAL TAX IDENTIFICATION NUMBER (FIN): _____

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <http://www.roundrocktexas.gov/home/index.asp?page=463>.

City of Round Rock

ATTACHMENT C
ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

City of Round Rock

ATTACHMENT D
ADDITIONAL FUNCTIONALITY AND/OR OTHER OPTIONS

The Respondent is invited to include in this section any additional functionality or other options which may not have been addressed in Section II Statement of Work, to help the City achieve its goal of selecting the best value Solution.