

City of Horseshoe Bay Request for Proposal



**Enterprise Resource Planning (ERP) Software and
Implementation Services**

**Issue Date: January 10, 2019
DUE DATE: February 15, 2019**

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Section I: General RFP Information

I.1 RFP PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from software vendors, systems integrators, implementation partners and/or Value-Added Resellers (VARs) (together referred to as “Vendor” or “Vendors”) who can demonstrate that they possess the organizational, functional, and technical capabilities to provide an Enterprise Resource Planning (ERP) solution that meets the City’s needs. The modules included are Finance, Human Resources, Utility Billing, Permitting, Inspections, Code Enforcement, Centralized Cashiering, Court and Land Management. The City’s preference is to select and begin implementation of a replacement ERP solution in first quarter of 2019.

I.2 INTRODUCTION

The City of Horseshoe Bay, Texas is unique community located in Central Texas approximately 50 miles west of the state capital of Austin. The City is situated along Lake LBJ, and contains many amenities, including a Resort, 5 golf courses, and several miles of hiking trails. Horseshoe Bay was incorporated in 2005 and has a full-time population of approximately 4100 and total population of roughly 7200. For more information on the City, please visit: <https://www.horseshoe-bay-tx.gov/>.

I.3 BACKGROUND

In January 2018, the Technology Research and Development Committee (TRDC) was tasked with developing a Strategic Technology Plan to help guide the City’s technology needs. While evaluating existing conditions, staff determined the City’s existing technology is “siloeed” and most applications are not integrated, which causes significant delays in the workflow across departments. Duplicate data entry is a major concern of many departments. A primary goal identified in the plan was to remedy this weakness by implementing a Citywide Enterprise Software Solution.

I.4 OBJECTIVES

The City is seeking an integrated “off the shelf” packaged solution that will meet its core requirements out of the box with minimal modifications. The City expects the Vendor to perform the related professional services (e.g. best practices guidance, training, project management, implementation, integration and report development) in a timely and professional manner. Services should be provided by experienced ERP experts who have successfully implemented the proposed solution at comparable municipalities with similar requirements for the modules in scope, including Finance, Human Resources, Utility Billing, Permitting, Inspections, Code Enforcement, Centralized Cashiering, Court and Land Management.

The City will consider proposals from single Vendors or from multiple Vendors working as a team. In the event multiple Vendors submit a proposal together, the City expects that there will be one prime contact that will be responsible for the whole project and for coordinating the work of the other Vendors.

The ideal Vendor shall have experience in successfully implementing the proposed solutions at local government agencies of similar size to the City and/or in larger agencies. The successful Vendor shall be responsible for the final City approved design, installation, implementation and commissioning of the ERP system, including development of user acceptance testing, system integration and connectivity to existing resources.

This RFP is not a bid process and will not follow a lowest-priced responsive proposal process, but will be based on the most advantageous proposal to the City based on the evaluation criteria listed in the RFP including:

- a. Project approach and understanding of the City's objectives and requirements
- b. Supplier's implementation methodology and implementation success
- c. Feedback from customer references
- d. Compliance with the City's terms and conditions
- e. Ability to meet the City's requirements including software modules, functionality, usability, performance, flexibility, integration and technology
- f. Supplier's installed base and experience with municipalities similar to the City
- g. Supplier's installed base with similar municipalities in the State of Texas
- h. Ability to integrate with other City systems

Cost and quality of ongoing maintenance and support of the ERP system must provide the following:

- a. Compatibility with the City's Technology strategic objectives.
- b. A complete commercial off the shelf solution that has been successfully implemented in the last 18 months for public agencies of comparable size and that follows best practices offered by the software.
- c. Alignment with the functional requirements as defined in this RFP.
- d. A solution that requires no modification to base code but is configurable to meet the needs of the City now and into the future.
- e. An intuitive interface and an easy learning curve to facilitate rapid adoption and minimize the need for external on-going training services.
- f. A system that is stable, secure and accessible and supports business processes, service delivery and transparency.
- g. Vendor must have an ongoing and sustainable product and corporate strategy to avoid obsolescence.
- h. Comprehensive library of standard reports and tools for end user ad hoc reporting and queries.

- i. Foster collaboration and process efficiencies between departments.
- j. Easy integration with other systems.
- k. Integration for future modules with Cartegraph Asset Management.

I.5 SCOPE OF WORK

The City is seeking an integrated solution that will meet its core requirements out of the box with minimal modifications. The goal is to optimize system utilization for all users, improve response times, reduce errors, reduce manual efforts, improve analytical capabilities and improve customer service. The City intends to minimize its total cost of ownership without any degradation in performance and level of service and to implement a system which can remain on the upgrade path with minimal cost and business impact.

The City would consider standalone 3rd Party applications for these functions; however, the preference is for an integrated suite or open integration technology such as Web Services or prebuilt API's to 3rd Party solutions. The City wants Vendors to indicate level of staffing needed for implementation and ongoing support. Vendor should estimate hours for IT and business users by functional area.

I.6 CURRENT ENVIRONMENT

The City's staff consists of 90 full-time and 3 part-time employees distributed across 5 primary locations and several sub-locations.

The network infrastructure is a managed TCP/IP switched 10/100/1000 firewalled Ethernet architecture with a minimum of 50/50 Mbps fiber connectivity to Internet at all primary locations. Sub-locations utilize DSL type Internet connectivity supplemented by 4G LTE access. The City also maintains a wireless network at these locations consisting primarily of Ubiquiti Networks UniFi centrally managed access points with SSID's for both guest and corporate access.

City employees access the network via Microsoft Window 10 Professional running on various hardware platforms as well as via handheld Android and iOS devices. Microsoft Office 365 is the primary document processing software.

The following chart lists department specific solutions currently employed by the City:

Application	Function
Abila	Core Financials, HR, Payroll, EWS
Tyler Technology	Court
Fund Accounting Solution Tech. (FAST)	Permitting/Inspection
Munibilling	Lot Mowing
TruePoint TrueBill	Utility Billing
CivicHR	Onboarding (HR)
CivicHR	Applicant Tracking (HR)
Cartegraph	Asset Management
Laserfiche	Records Management
Litmos	Learning Management System

I.7 OFFICIAL CONTACT AND PROPOSAL SUBMISSION ADDRESS

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City’s IT Administrator listed below. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Suppliers should rely only on written statements issued by the RFP Coordinator. The City’s RFP Coordinator for this project is:

Name: Jules Martin, IT Administrator
Address: P.O. BOX 7765
Horseshoe Bay, TX 78657
E-mail: jmartin@horseshoe-bay-tx.gov

Proposals must be received at the following address by no later than 4:00 pm CST on February 15, 2019:

City of Horseshoe Bay
Attn: Jules Martin
P.O. BOX 7765
Horseshoe Bay, TX 78657

I.8 PROCUREMENT SCHEDULE

The procurement schedule for this project is provided in the following table. The City reserves the right to adjust this schedule as necessary:

Milestone	Deadline
RFP Issue Date	January 10, 2019
Submit Questions Regarding RFP	February 01, 2019
City Response to Questions	February 08, 2019
Proposals Due from Participating Vendors	February 15, 2019
Vendor Short List Identified	March 04, 2019
Vendor Notification and Delivery of Short List	March 05, 2019
Software Demos	March 18-22, 2019
Due Diligence Phase – Finalist Vendors	March 29, 2019
Contract Negotiations	March 29, 2019
Implementation Kick-off	April 08, 2019

I.9 EVALUATION PROCEDURES

The Technology Research and Development Committee will evaluate the submitted proposals. The initial Technical and Functional Evaluation will be based on written responses to this RFP.

It is important that the responses be clear, concise and complete so that the evaluators can adequately understand all aspects of the proposal. The City is not interested in unnecessary sales verbiage.

The evaluators will consider the completeness of the proposal, how well the Vendor complied with the response requirements, responsiveness of Vendor to requests, the number and nature of exceptions (if any) the Vendor takes to the terms and conditions, the total cost of ownership and how well the Vendor's proposed solution meets the needs of the City as described in the Vendor's response to each requirement and form.

As part of the evaluation, the City reserves the right to request additional information, ask for a Web demo, conduct conference calls to review the response, or take any other action necessary to perform a thorough and objective evaluation of each Vendor's response. This evaluation includes, but is not limited to conducting customer reference checks, visiting Vendor headquarters and reviewing any other information about the Vendor and its solution (e.g. performance, viability, technology, mergers and acquisitions, organizational changes, litigation, industry analyses, etc.)

The evaluation process is intended to help the City select the Vendor with the best combination of attributes, including but not limited to total cost of ownership, ease-of-use, performance, reliability, vision, flexibility, stability, sustainability, Vendor viability and Vendor capacity to successfully implement the selected applications.

The City also reserves the right to require that a subset of finalist Vendors make a presentation and conduct a scripted product demonstration to its selection team at a location and time chosen by the City.

I.10 TERMS AND CONDITIONS

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

PROPOSAL ACCEPTANCE

The City reserves the right to accept the bid, bids or parts of a bid deemed most advantageous to the City. If applicable, the City reserves the right to request from the software Vendor a different implementation provider, systems integrator and/or Value Added Reseller than the one proposed, or, at its sole discretion, select a different implementation provider, systems integrator and/or Value Added Reseller on its own.

COOPERATIVE PURCHASING

Pursuant to state law, the City may participate in a cooperative purchasing program with another local government or a local cooperative organization. A city that makes purchases under such a

contract satisfies all state competitive bidding laws. Depending on expenditure levels, appropriate approvals are still required for this type of purchase, (see Ch. 271, Subch. D, TX. Local Gov't Code)

RECORDINGS

The City reserves the right to record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the Vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VALIDITY PERIOD

Submission of the proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Vendor.

PUBLIC DISCLOSURE NOTICE

Under Texas State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence.

ACQUISITION AUTHORITY

All purchases of high technology items must be processed through the Information Technology Administrator (IT) unless a specific exemption is granted by IT and the City Manager. "High technology" items means the procurement of equipment, goods, or services of a highly technical nature, including data processing equipment, software and hardware, telecommunications equipment, and technical services related to these items. The City may solicit for high technology

procurements through a request for proposal. The RFP must specify the relative importance of price and other evaluation factors. High technology is defined as information processing equipment, software, telecommunications equipment, radio and microwave, electronic distributed control systems, and the technical services related to such equipment. (See §§252.001 and 252.021(b), TX. Local Gov't Code)

CONTRACT AWARD AND EXECUTION

- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The general conditions and specifications of the RFP and as proposed by the City and the successful Vendor's response, as amended by agreements between the City and the Vendor, will become part of the contract documents. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of the Vendor's products to meet the mandatory specifications may result in elimination of the Vendor from competition or in contract cancellation or termination.
- The Vendor agrees that this RFP, the Vendor's response to the RFP (proposal) and a mutually agreed upon Statement of Work will be included as part of the executed contract.
- If the selected Vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked Vendor.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract or unless otherwise agreed to in writing by both parties.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements, the Vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects. Additionally, the vendor shall comply with Texas Government Code Section 2270 which prohibits contracting with Vendors that boycott Israel.

Indemnity; Hold Harmless

The Vendor shall indemnify, defend, and hold and save the City and all officials, officers, agents, employees, and volunteers of City harmless from and against any and all liabilities, claims, costs, or expenses whatsoever arising out of or resulting from this Agreement or any act, omission, or negligence of the Vendor or any officers, agents, servants, employees, or subcontractors of the Vendor, including without limitation, any liabilities, claims, costs, or expenses arising directly or indirectly, from any patented or otherwise protected invention, software, intellectual property, process, article, or appliance implemented or used in the performance of the contract, including its use by the City.

Insurance Requirements

The Vendor shall, at Vendor's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section. The Vendor shall furnish an accord certificate of insurance and endorsements in a form acceptable to the City before starting work or within ten (10) days after the notice of award of the contract, whichever date is reached first.

The Vendor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless, and defend the City, its officers, employees, attorneys, and volunteers as set forth in this RFP.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual, and Personal Injury.
- ii. Limits:
 - a. General Aggregate \$1,000,000.00
 - b. Each Occurrence \$1,000,000.00
 - c. Personal Injury \$1,000,000.00
- iii. Coverage for all claims arising out of the Vendor's operations or premises, anyone directly or indirectly employed by the Vendor.

B. Professional Liability:

- i. Per Claim/Aggregate \$1,000,000.00
- ii. Coverage for all claims arising out of the Vendor's operations or premises, anyone directly or indirectly employed by the Vendor, and the Vendor's obligations under the indemnification provisions of the contract to the extent same are covered.

C. Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Vendor shall require each subcontractor similarly to provide workers' compensation insurance. All such policies of workers' compensation insurance shall include a waiver of subrogation in favor of the City. In case employees engaged in hazardous work under the contract are not protected under said workers' compensation insurance, the Vendor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.
- ii. Limits:
 - a. Combined Single Limit \$1,000,000.00

E. Umbrella:

- i. Limits:
 - a. Each Occurrence/Aggregate \$1,000,000.00

F. The City, its officials, officers, employees, agents, and volunteers shall be named as an additional insured on all insurance policies identified herein except workers' compensation and professional liability. A waiver of subrogation must be included in favor of the City. All such

insurance shall be primary and non-contributory coverage as respects a covered loss. The Vendor shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Vendor understands and agrees that, except as to professional liability, any insurance protection required by the contract or otherwise provided by the Vendor, shall in no way limit the Vendor's responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees, and agents as herein provided.

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Vendor by the City, in whatever form, and all other documents to which the Vendor's employees have access during the term of the contract, are the sole property of the City and shall be treated as confidential to the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries. The Vendor and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract.

These confidentiality obligations also apply to the Vendor's employees, agents, and subcontractors, and the Vendor shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Vendor, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.

Contract Approval

Vendor understands that this RFP does not constitute an offer or a contract with the Vendor. This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence only following the City Council's approval of a contract and the parties' execution of that contract. Upon written notice to the Vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the contract start date set by the City.

Vendor Instructions

Section II: Vendor Instructions

II.1 LETTER OF INTENT

Vendors wishing to submit proposals are encouraged (but not required) to provide a written Letter of Intent to propose by February 01, 2019. An email attachment sent to jmartin@horseshoe-bay-tx.gov is acceptable. Please identify the name, address, phone and email address of the person who will serve as the key contact for all correspondence regarding this RFP.

A Letter of Intent is required if a Vendor would like to be directly notified with a list of the questions and answers that will be generated from the pre-proposal process.

II.2 VENDOR QUESTIONS

Suppliers who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 5:00 p.m. Central Time on February 01, 2019 via email to: jmartin@horseshoe-bay-tx.gov. Responses to all questions submitted by this date will be posted to our website by 5:00 p.m. on February 08, 2019. The list of questions and answers will also be sent to those submitting a Letter of Intent to the City.

II.3 RFP RESPONSE FORMAT

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, cost effectiveness of the proposal, and adherence to the presentation structure required by this RFP and not on volume. All proposals and accompanying documentation will become the property of the City and will not be returned. Proposals shall be easily recyclable; plastic and wire bindings are discouraged.

Proposals must be delivered by the date and time indicated in Section I.8 to the Purchasing Agent noted in this RFP. Proposals must be delivered in the following format:

- a. One original plus one hard copy, double-sided and bound with section separators on 8 ½ x 11 inch paper. No 3 ring binders.
- b. Two USB drives each containing the full RFP response, plus the Requirements Section 3 separately in MS Word format.

Vendor responses should be provided in the order and format outlined in the chart below. Your response should include each section detailed below in the order presented, separated with tab dividers. Use the numbering system noted in this table including Section and Sub-Section (e.g. 2.a, 2.b, 2.c, etc.).

Failure to address all items will impact the evaluation and may classify the response as non-responsive and preclude it from further consideration.

Vendor Instructions

Late proposals will be kept but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP number and title. Proposals may be mailed to the City but must be received by the purchasing agent no later than the above stated date and time. Hand delivered proposals will be received at the front desk in the main lobby of the City.

Section	Milestone	Deadline
--	Table of Contents	A Table of Contents that identifies the sections included in the RFP response.
1	Cover Letter	A transmittal letter addressed to the contact person on the cover of the RFP. The Proposal must be signed by an official authorized to legally bind the Vendor.
2	Vendors Qualifications and Experience	<p>A review of the qualifications and experience of the Vendor including the following:</p> <ul style="list-style-type: none"> a. An overview description of the Vendor’s qualifications related to the requirements described herein. b. Number of years the firm has provided the products and services outlined in the RFP. c. Name of the Principal or Project Manager who will have direct and continued responsibility for the project. This person will be the City’s staff contact on all matters dealing with the project and will handle the day-to-day activities through completion. d. Resumes for all persons assigned to the proposed implementation team, including a listing of their job responsibilities for this project. e. Identify any services that will be outsourced to a sub-contractor. The Vendor will be responsible for verifying the experience and qualifications for any outsourced work to sub-contractors. The Vendor is also responsible for paying its employees and any sub- contractors the Vendor hires.
3	Requirements	Using the forms provided as Exhibit A, complete the Requirements checklist and the 3 rd party integration form. For the checklist, each item should have a ranking and a specific qualitative comment about how the software supports the requirement. Vendors should not modify the document format, font or layout in their response.
4	Pricing	<p>Using the form provided as Exhibit B, complete the pricing summary for the user counts defined in this RFP. Pricing must be complete and list any available discounts. Pricing information supplied with the response must be valid for at least 180 days. All one-time and recurring costs must be fully provided. Provide estimates of total hours and hourly rates associated to each line item for services costs for implementation. Estimates for implementation services should include but not be limited to:</p> <ul style="list-style-type: none"> a. Implementation of the software b. System configuration c. Training d. Data conversion e. Interfaces or integration f. Travel estimate g. Post Go-Live Support

Vendor Instructions

		Additional backup documentation that supports the pricing summary page should be provided in this section.
5	Implementation	An overview of Vendor’s implementation methodology including but not limited to the following:
		a. MS Project Plan: defining all Phases, Tasks and Timeline.
		b. Recommendation as to an implementation by phase or all modules at one time. The City’s goal is to be live on as many modules as possible by September 30, 2019.
		c. City Resources: IT and business roles, responsibilities, average estimated time per month by functional area. Indicate any additional resources needed.
		d. Vendor resources: roles, responsibilities, average estimated time per month.
		e. Process Improvement: approach to process improvement through implementation. The City’s preference is to modify processes where necessary to leverage best practices offered by the software.
		f. Data Conversion: tools, methodology, experience with conversions etc., recommendation for data to be converted.
		g. Environments available including Production, Test, Train, etc.
		h. Testing: approach, resources available, documentation provided, etc.
		i. Training: approach, on-site, online, resources available, documentation provided. The City prefers a hybrid mix of training services; Vendor led and train the trainer.
		j. Integration: approach, tools, experience.
		k. Post Go-Live Implementation Support.
		6
a. System Administration: performance monitoring, tuning, loading of patches and version releases.		
b. Disaster Planning and Recovery.		
c. User Groups, Conferences, Community Forums, Knowledge Base, etc.		
d. End User Support: number of staff offering user support, hours of service, average and guaranteed response time, ticketing system used, escalation process, user forums, etc.		
e. Software Upgrades: timing, support provided, documentation.		
f. Documentation: description and examples of user, administrator, and technical system references and help materials, e.g. procedures, definitions, configuration, ERD, API's, etc.		
7	Information Technology	Specific Technology topics to review for the proposed solution include:
		a. On Premises vs. Cloud or Hosted solution.
		b. If Cloud or Hosted, where does data reside? What are the City’s options to access or retain data for the long term?
		c. Hardware specifications.
		d. Diagram of proposed server(s) for typical implementation.
		e. Database diagrams and data dictionary
		f. Mobile hardware and operating system specifications.

Vendor Instructions

		g. Support for Service-Oriented Architecture.
		h. SharePoint Strategy.
		i. API's offered and languages supported.
		j. Remote access capabilities.
		k. Languages, structures or frameworks used e.g. .NET architecture, SQL, etc.
		l. Define maintenance responsibilities; Vendor and City for On- Premises, Cloud or Hosted.
		m. Estimated IT Department support time per month after go-live.
8	Training: Post Go Live	Training resources provided for technical and user training post go-live; approach to delivery, training materials provided and available online tutorials, etc.
9	References	Using the form provided as Exhibit C, provide five references that are similar in size and project scope to the City. Indicate the degree to which the references have implemented your solution. Three references shall be current customers and two references shall be past customers.
10	Contract Performance	Indicate if during the past five years the Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situations including name and address of contracting party and circumstances.
11	RFP Exceptions	Using the form provided as Exhibit D, specifically identify exceptions to this RFP from any section. Identify a preferred workaround or alternative to each exception.
12	Vendor Contract Samples	Provide contract templates utilized by Vendor including but not limited to Software License, SaaS License, 3 rd Party Agreements, Maintenance, Services, Service Level Agreements, Remote Access, etc.
13	Non-Collusion Certificate	Complete the Non-Collusion Certificate form provided as Exhibit F.
14	Non-Disclosure Agreement	Complete the Non-Disclosure Agreement form provided as Exhibit G.

Section III: Exhibits

Exhibit A – Key Functional and Technical Requirements

Exhibit B – Pricing Proposal

Exhibit C – Customer References

Exhibit D – Acceptance of Terms and Conditions of RFP

Exhibit F – Non-Collusion Certificate

Exhibit G – Non-Disclosure Agreement

Exhibit A – Key Functional and Technical Requirements

This section includes the Requirements to be evaluated in this RFP. This document will become Section 3 of your RFP response. **Use the electronic format provided with this RFP package.** This is not a comprehensive list of all of the City’s requirements; but includes the key requirements that will be used to evaluate the RFPs and will be included as part of the signed contracts. Each item has been provided a ranking of R, I, N or E. A ranking of “R” indicates a feature is preferably Required, “I” indicates the feature is Important to the final decision, a ranking of “N” indicates the feature would be Nice to Have in a solution, and a ranking of “E” represents areas to Explore in the overall solution. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must provide a rating for every item for Core Modules. If the requirement does not pertain to the proposal being submitted, enter “N/A”. In addition, **each line item should include a brief explanation of how the required item is supported.** Do not modify the format, font, numbering, etc. of this section. If a submitted RFP includes blank responses the document may be considered in violation and rejected. Vendors are encouraged to respond by either providing a response to requirements based on Vendor-offered solutions, or by identifying third party partnership solutions.

Use the following rating system to evaluate each requirement:

Exhibits

Rating	Definition
3	Standard and available in the current release. Software supports this requirement and can be implemented with minimal configuration at no additional cost. No source code modification is required.
2	Meet requirement with minor modification. Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
1	Available with 3rd party software application. Indicate name of the application recommended and number of installs jointly completed.
0	Not available. Software will not meet requirement.
F	Future Release. Requirement will be available in future release. Indicate anticipated release date: month and year.

Sample Response Format: Please use the format below when completing your response. The rating should be on one line and the comment should follow on the second line. Comments such as “Standard Functionality” or “In the ERP system” are not acceptable comments.

	General	Rating and Comment
R	Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	3 – System logs all transactions and stamps them with user, date, time and before/after values.

Exhibits

R = Required I = Important N = Nice to have E = Explore		
City of Horseshoe Bay ERP Software Requirements		
Rating	Vendor Background	Comments
	<u>Company</u>	
	▪ Contact Name	
	▪ Contact Person Name and Title	
	▪ Contact Address, Phone, Email	
	<u>Company Information</u>	
	▪ Public vs. Private	
	▪ Year Founded	
	▪ Revenue and Income: Current and Prior Year	
	▪ Office Locations: Headquarters, Implementation, Support, Development	
	▪ Nearest regional office to Horseshoe Bay, TX	
	▪ Website	
	▪ Employee Count	
	<u>Number of Customers</u>	
	▪ Total Customers	
	▪ Total Customers on Proposed Application	
	▪ Total Cities	
	▪ Total Texas Cities	
	▪ Total Customers Our Size	
	<u>Target Customer Profile</u>	
	▪ Target Industries	
	▪ Sizing - Users and Population	
	<u>Version Schedule</u>	
	▪ Current version and Release Date	
	▪ Proposed Version and Release Date	
	▪ On Premises release dates vs. Software as a Service (SaaS) release dates	
	▪ Indicate if specific modules are not yet release and their release dates	
Rating	Modules	Indicate module name and release date
R	Finance	

Exhibits

R	Asset Management	
R	Human Resources	
R	Payroll	
R	Employee Time Management	
R	Utility Billing	
R	Permitting	
R	Inspections	
R	Code Enforcement	
R	Central Cashiering	
N	Court	
N	Land Management	
Rating	Technology	Rating/Comments
R	Integration across all modules in the system; enter data once, updates all records.	
R	Database: MS SQL Server 2012 or higher. Must meet compatibility without running in a compatibility mode otherwise it will be deemed not compatible. Explore: Level of Data Normalization, Use of Vectoring in tables and ANSI compliance	
R	Server: MS Server 2012 R2, 64 Bit.	
R	Compatible with Windows 10 or higher desktop client.	
R	Web-enabled or Web-based architecture with published open API's and browser agnostic. List of current browsers support and the version you support.	
I	Available SaaS and hosted options which allow multiple environments, e.g. production, test, training, development, etc.	
R	List remote access methods supported including technologies, portals, etc.	
R	Role-level security to menu and screen level with ability to mask sensitive data fields, e.g. Tax ID or SSN.	
R	Comply with institutional data security requirements including: <ul style="list-style-type: none"> a. HIPAA Rules for Human Resources data security b. American with Disabilities Act (ADA) compliance c. PHI security d. Comply with PCI regulations for vendor EFT Payments and if proposing Utility Billing. 	
R	Single sign-on: MS Active Directory; LDAP compatible.	
R	Operable with Microsoft VMWare V-Sphere and Hyper-V.	
R	Microsoft Outlook and Exchange Server integration for Email and workflow approval. Calendaring ability would not be required, explore.	

Exhibits

R	Office 365 compatible.	
R	Import/Export to Microsoft Word, Access and Excel; ability to filter data for export.	
R	List integration technologies, e.g. Web Services, SOA, XML, etc. Flat file not preferred.	
I	Describe compliance with Service Oriented Architecture (SOA).	
I	Indicate experience integrating and proposed method to other City applications and services (e.g. Web Services, API, etc.):	
R	Scan and attach PDF, JPEG, wav, MP3, TIF, etc. and MS Office files to records throughout all modules.	
I	Describe functions supported by mobile technology, e.g. workflow approvals, data look-up's, etc. Include what devices and mobile OS's are supported (iPads vs Surfaces, iOS vs. Android)	
I	Describe Web/Portal functionality for internal and external users. Preference is to publish data to the Web, interact with vendors and citizens, support online payments, etc.	
R	Online Readable Data Dictionary or database schema.	
I	Indicate tools and utilities available for data purge and archiving processes.	
I	Ability to use special characters (including keyboard [` ! @ # \$ % ^ & * '] vs. non-keyboard ☺ ☹ ☰ ☲ ☳ ☴) in notes, emails approvals, passwords, etc.	
Rating	General Requirements	Rating/Comments
R	Configurable role-based dashboards to present reports, tasks, notifications, approvals drill down to source transactions, etc.	
R	Audit Trail with user, date and time stamp throughout all modules, with before/after history.	
R	Ability to view multiple levels of audit history in the application, not just the last change	
I	User configurable menus, screens, and fields, e.g. hide unused fields, set tab order, define mandatory fields, etc.	
R	Flexible description field widths throughout the system. Describe what is supported.	
R	User-defined fields that can be used in queries and reports; indicate where available and limitations.	
R	Configurable electronic forms that can be filled in, routed online for approval and update the database.	
I	Context sensitive field help.	
R	Rules-based workflow routing to multiple approvers that can be concurrent or consecutive with prioritization, alerts and electronic signatures. MAPI compliant. Define out-of-office and backup approver process	

Exhibits

R	Visibility to Workflow queue.	
R	User-definable process checklists or Wizards, e.g. Purchase Order creation, Onboarding, Separation, etc.	
R	Activity or date triggered alerts, flags, and messages.	
<u>R</u>	Effective dating of transactions throughout all modules; input change today that is effective at a future or past date.	
N	Searchable notes fields by key word across records and modules.	
R	Non-proprietary open reporting tools. List tools offered that are integrated with the system.	
R	Power user reporting tools for advanced reports, e.g. Microsoft SQL Reporting Services, Cognos, etc.	
R	User-level query and reporting tools that allow for presentation ready formatting of data, headers, graphs, charts, etc.	
R	Filterable date-range or point-in-time reporting and queries. Drop down lists or drag and drop criteria selection preferred.	
R	Define queries and save with refresh capabilities.	
R	Deliver library of prebuilt reports for all modules.	
R	Modify standard report and save with permissions.	
R	User-level security to field level flows through to queries and reports.	
R	Drill down to source transactions within queries or reports following user-security rules. Prefer pre-defined drill path.	
R	Schedule generation of reports and distribute via e-mail, to a shared folder dashboard or portal.	
R	Generate reports in multiple formats, e.g. HTML, PDF, Excel, Word, etc.	
<u>R</u>	Generate letters, mailing labels, emails, faxes, consolidated communications, etc.	
I	Indicate strategy for document management within the application including retention and destruction flags.	
Rating	Finance	Rating/Comments
<u>R</u>	Quick Codes defined for Chart of Accounts for ease of data entry.	
<u>R</u>	Support 13 accounting periods or alternate process to differentiate closing or audit adjustments.	
<u>R</u>	Month end and year end close process that is date driven.	
<u>R</u>	Multiple fiscal years or periods open at one time with role-based posting permissions.	
<u>R</u>	Full Accrual method of accounting with reports generated in both Full Accrual and Modified Accrual basis.	

Exhibits

R	Fund accounting with automatic inter-fund balancing entries; at minimum generate error message if out of balance. Describe procedure to ensure balancing when there are rounding issues.	
R	Rules-based validation of account and segment combinations at data entry.	
R	Multiple Journal Entry types including: <ul style="list-style-type: none"> a. Regular b. Reversing c. Recurring d. Allocations (equal increments or by percent) e. Statistical f. Budget Adjustment g. System import or upload 	
R	Journal Entry with short and long descriptions (45+ characters), comments and attachments.	
R	Workflow routing of Journal Entries for approval.	
R	System generated alerts when nearing Budget tolerances,	
R	Budget vs. Actual queries with or without encumbrances with drill down to source data.	
R	Export query or report to Excel; save query and refresh data.	
I	Describe available tools to support CAFR reporting.	
R	Single vendor master for all integrated modules.	
R	Vendor master file data: <ul style="list-style-type: none"> a. Vendor Number - system assigned or employee number b. Legal name, Doing business as name c. Business type – Regular, Employee, Jury, Temporary etc. d. Parent/Child e. Local Vendor – Yes or No – Nice to have f. Tax ID, EIN, SSN g. Addresses - Physical, Remit To, Ship To, Mail, etc. h. Status - Active, Inactive, On Hold, etc. i. Payment and discount terms; default to NET30 j. Commodity code k. 1099 Status l. Default General Ledger account m. Insurance and Bond data n. Business License Number, Contractor License Number is Nice to have o. W 9 status p. ACH information for vendor payments, protected by security q. User-defined fields 	

Exhibits

I	Decentralized vendor master maintenance permissions with review and approval step before updating records.	
R	Functionality to prevent or correct duplicate vendors and addresses; merge utility to move duplicates and history to a single record is Important.	
R	Deactivate and archive vendor; retain history.	
I	View vendor history: name changes, dba, order history, etc.	
R	Pre-Encumber funds for a Requisition and Encumber funds for a Purchase Order; reflect in Project and Budget reporting.	
R	Create a Requisition with or without a vendor.	
R	Budget verification at creation of Requisition and Purchase Order with settings for whether to warn or block.	
I	Capture multiple addresses on Requisition or Purchase Order; general, email, order, ship to, etc.	
R	Allow multiple General Ledger accounts per line item on Requisition or Purchase Orders.	
R	Reference Work Order, Project and/or Contract number on a Requisition and Purchase Order.	
R	Rules-based workflow routing for approval of Requisitions and Purchase Orders based on dollar amount, General Ledger account, department, Object Code, etc.	
I	Requisition and Purchase Order approvals via mobile device.	
R	Multiple Purchase Order types; Standard, Contract, Blanket, etc.	
I	Create a Purchase Order without a Requisition.	
R	Convert approved Requisition to a Purchase Order.	
R	Flag Purchase Order or line item as a Fixed Asset; pass through to Fixed Assets module based on account and dollar amount.	
R	Email Purchase Order to vendors directly from the system.	
R	Purchase Order Change Order processing with workflow approval and security settings.	
I	Describe functionality to support Bid and Quote management.	
I	Describe functionality to support Contract Management; create Contracts, manage payments to Contract, etc.	
E	Import items from Texas State purchasing contracts by vendor (e.g. NAPA); items and pricing.	
	Utility to disencumber all Purchase Order at year-end	
R	Scan invoices; route for review, approval and account coding. Decentralized entry support is Important.	
R	Route a single invoice concurrently to multiple approvers; ability to re-route or add reviewer while in process.	
I	Alert when invoice is due	

Exhibits

R	Online visibility to invoice approval routing queue.	
N	Import electronic invoices into Accounts Payable.	
R	Import and process P-Card transactions from bank file; post transactions to payee vendor.	
R	Process multiple invoices to a Purchase Order.	
R	Duplicate invoice management.	
R	Generate recurring payables templates.	
R	Distribute invoice to multiple General Ledger accounts by percentage or other pre-defined rules.	
I	Manage retainage holdbacks on vendor Invoices.	
R	Manage partial payments to vendors.	
R	Two or three way matching; Purchase Order to Invoice or Purchase Order to Receiving to Invoice.	
I	Vendor discount management based on payment terms.	
R	Flag invoice for separate check.	
R	Multiple forms of payment; check, ACH, EFT, etc.	
I	Define check sort and print order to user preferences.	
R	Positive Pay management.	
R	Monitor and manage Sales and Use Tax payable; flag taxable invoices and transactions.	
R	Import electronic bank files and perform automated bank reconciliations; generate resulting Journal Entries is Important.	
N	Ability to interface AP / Payroll checks with other applications (Excel, Quicken)	
E	Ability to reconcile all bank transactions (deposits, wire transfers, checks, adjustments)	
R	Cancelled check process	
R	Accommodate pooled cash for multiple funds to a single account.	
R	1099 tracking to vendor or invoice level.	
R	Transmit 1099 forms data per Federal regulations.	
R	Sales and Use Tax management with multiple levels and ability to assign defaults and override.	
N	Manage Employee Travel; create request, route for approval apply charges, per diems, P Card transactions, etc.	
N	Vendor portal functionality; submit invoices, view payment status, etc.	
R	Identify if Budget module proposed is within ERP suite or an integrated 3 rd party solution.	
R	Biennial Budget configuration that supports two - one year Budget columns. Ability to look at budgets in biennial format as well as annual format.	

Exhibits

R	Support 6 Year CIP budgeting cycle.	
R	Retain Budget for multiple years as historical data.	
R	Pull in data from Payroll module to generate personnel budget for a specific time period.	
R	Position Control Budgeting: salaries, COLA increase, grades and step increases, benefits, etc.	
R	Excel export and import; budget upload, budget adjustments, etc.	
I	Route budget requests for approval via workflow.	
I	Add approved budget request to the budget draft.	
R	Online intuitive Budget worksheet distributed to Departments for entry and workflow routing for approval and review before posting. Built-in budget entry or Excel based tools are acceptable.	
I	Visibility to online budget approval queue.	
I	What-if modelling to simulate changes of key input or Budget parameters for revenues and expenses, e.g. repair vs. replace?	
R	Capture Budget line-item assumptions and attach supporting documentation.	
R	Multiple Budget iterations per year with versioning for each.	
R	Move a Budget group from one department to another with option to choose if history is moved or not (Budget and Actuals).	
R	Spread Budget by 12 monthly periods, by seasonal average, etc.	
I	Option to carryover unspent budget items in current period to following budget year.	
R	Perform Salary, Benefit and Revenue forecasting analysis with unique formulas based on Budget type or category.	
R	Generate Budget for multiple internal service funds with various rate model scenarios for allocation to customer departments, e.g. IT Service costs.	
R	Budgeting dashboard with views of detailed line item budgets, Budget vs. Actual comparisons, historical data, etc.	
R	Drill down from Dashboard view or queries at object level; drill to source Budget entries.	
I	Generate budget reports with charts, graphs, etc.; publish to dashboard for public information.	
I	Tools to support creation and distribution of the Budget Book. Describe what is available.	
R	Project Master File Data to include: <ul style="list-style-type: none"> a. Number, Name, Description b. Type c. Funding sources; one or multiple 	

Exhibits

	<ul style="list-style-type: none"> d. Project Budget e. Grant Award Number, Related Contract Number f. Location g. Sub-Project, Phases, Tasks h. Start and End Dates for Each Level i. Status; Active, Inactive, etc. j. Project Manager k. User defined fields 	
R	Multi-level Project hierarchy with ability to report on detail or roll up; inception to date actuals and remaining budget and encumbrances. Include budget controls and ability to do future budgets.	
R	Define budget at Project, Sub-Project, Phase and Activity levels; annual and multi-year basis.	
R	Track actual expenditures and encumbrances against a Project; Purchase Order, Invoice, Journal Entry, Time Entry, etc.	
I	Charge labor, materials and expenses to Project via import from Work Order, Timekeeping or Payroll solutions.	
R	Online query to display current status of Project; percent complete, percent remaining, dollars spent, dollars remaining, etc.	
R	Report Capital Projects by funding source, asset types and classes. Identify Grant reimbursable costs.	
R	Convert Project to Asset by phase or when complete.	
R	Close Project; maintain and access full project ledger history and reporting.	
R	Grant Management accounting (restricted or unrestricted for CIP, Development Projects, etc.).	
R	Define charges that are allowed to be charged against a Grant including labor, benefits, overhead, etc. Indicate if this can be configured by phase or portion of the Grant so that different phases can have different allowable charges.	
N	Interface with Microsoft Project or similar tool.	
Rating	Human Resources	Rating/Comments
R	Position Control Management; define positions, number of FTEs (incumbents) within a position and expiration dates.	
R	Assign multiple Positions to an employee with start and end dates and varying rates of pay. Prefer drop-down selection for time entry, etc.	
R	Assign Temporary Position to employee with start and end dates that can be used for reporting but do not stop pay generation.	
R	Assign one or more funding sources and/or project numbers to a position.	

Exhibits

I	Generate Position Requisition Form and route electronically for approval. Includes workflow approval process for MSP and position budgeting.	
I	Applicant Management functionality; Indicate what is available in suite or via 3 rd party.	
I	Applicant Tracking information: applicant scoring, qualifications, pre-requisites, skills, dashboard snapshot view or other key data to support the evaluation process. Test scores and reference check results.	
I	Ability to setup job recruitment with position description, salary range, minimum qualifications, preferred qualifications and recruitment closing date.	
I	Ability to define job recruitment hurdles by posting. Allow recruitment reviewer to indicate hurdle status to move applicants through process.	
I	Ability to assign multiple reviewers to job recruitments through security	
I	Applicant sign-up process with ability to save education, job history, contact information, attachments. Preference is online portal with password security, and a forgot password feature.	
I	Ability for applicants to apply for one or more job recruitments and to see their hurdle status for each application	
I	Ability to mass e-mail all applicants for a job recruitment	
I	Interface with GovJobsToday.com, Civic Careers, Indeed, Linked In, and multiple other job boards to post open positions.	
I	Import recruitment data from GovJobsToday.com, e.g. candidate lists, resumes, and candidate data.	
E	Provide dashboard view of key performance metrics for recruitments, e.g. date/time job was posted, number of applicants per position, internal vs. external applicants, source effectiveness, etc. using data imported from job board.	
N	Interface with Outlook to schedule interviews with job candidates.	
I	Generate Offer to selected applicant. Includes invitation to schedule finger printing, complete background check, assign mandatory training or new hire orientation, etc. Preference is for position-specific letters. Include Status and notes fields so that we can track where the applicant is in the process and who has done what	
R	Employee Master File data to include: <ul style="list-style-type: none"> a. Identification number, Badge number b. Name c. Gender, DOB, SSN 	

Exhibits

	<p>d. Position(s) and salary</p> <p>e. Department and division</p> <p>f. Contact including emergency contacts and Dependent information</p> <p>g. Employee Type (Regular, Temp, On call, Seasonal)</p> <p>h. Supervisor/Manager Name</p> <p>i. Benefit elections</p> <p>j. MOU or Bargaining Unit</p> <p>k. Status: Active, On Leave, Terminating, Terminated, Retiree, Cobra, Disability, Deceased etc.</p> <p>l. Dates: Hire, Promotion, Anniversary, Re-Hire, Seniority (multiple types: Seniority in position, Seniority in Bargaining Unit), Benefited, Termination, Increase, Review, Probation, Longevity, Last FMLA date, User Defined</p> <p>m. User-defined fields</p> <p>n. Document attachments</p>	
R	Ability to navigate to other employee screens from Employee Master easily (pass EE id to new screen)	
R	Define employee status, status of a position and status of a position assignment.	
R	System checklist to manage Onboarding process, e.g. notification to departments, issuance of new hire packet, collection of forms I-9, W-4, etc., orientation, training, issued assets, attach signed agreements, etc.	
I	Track forms issued to new hires and submitted; monitor specific due dates, e.g. benefit enrollment forms due within 30, 60 or 90 days.	
R	Rules-based eligibility for benefit elections based on status, union, years of service, etc. with ability to override with permissions.	
I	Export benefit elections data to carriers.	
R	Date-effective changes for pay and benefits. Benefit effective date vs. contribution effective date. Rules associated with retro (start date, stop date and cap	
R	Track "Probationary" time periods; start and end dates, reminders for nearing review date, etc.	
R	Assign one or multiple positions to an employee with effective dates; start and end. Ability to assign out-of- class position/salary	
R	Maintain position history; employees within a position and positions held by an employee.	
R	Define salary schedules with positions, steps, grades, hourly vs. monthly amounts and salary ranges. Automatic stepping based on defined rules. Explore time in service salary steps vs. calendar date steps vs. qualifications steps.	
R	Date effective updates to salary schedules by percent or dollar amount	

Exhibits

R	Police and Fire move positions; no steps or grades. e.g. Police Officer 1, Police Officer 2, etc.	
R	Support salary increases based on number of hours, duration of time or both to trigger movement in the range.	
R	Reporting and tracking to support the management of FMLA to maximum allowed of 480 hours. Describe tools that help with management and required notifications. Ability to track increments (e.g. Hours not days)	
N	Reporting and tracking for other mandated leaves: FMLA, Military Leave, etc.	
R	Support shared leave based on leave dollars donated. Converted to match employee's rate; divide donated leave total dollar by user rate to determine hours. Recipients must be FMLA eligible).	
I	Manage flex spending deductions retroactively for employees on leave; for employee and City's portion. Ability to have start, stop dates and cap amount.	
I	Calculate LTD premium based on salary using a specific rate per \$1,000 of benefit. Calculate Voluntary Life by age rate and volume of benefit.	
I	Track employees who qualify for HRA/VEBA Wellness Incentive.	
R	Performance review management; track dates, resulting grade, pay change, scan and attach review forms, etc.	
I	Skill set tracking to support succession planning; ability to apply a filtered search against skills data is Important.	
I	Review tools to support Succession Planning	
R	Track mandatory training, certifications with renewal dates and reminders when nearing due dates.	
I	Import training data from Cloud-based LMS, SkyPrep or link to view employee training record based on employee ID or other identifier.	
R	Track and report on disciplinary dates, actions and resolution by security permissions. Ability to search past issues and resolutions. Tickler system for follow-up dates (nice to have).	
I	Track and report on grievances; dates, actions, notes, resolution, etc. by security permissions.	
I	Online Checklist or Personnel Action Form to manage separation process, e.g. notification to other departments, Cobra letters, retirement benefit enrollment, pay-outs (e.g. leave), Accounts Receivable, issued asset collection, etc.	
R	Manage Cobra Administration. Describe functions supported.	
R	FLSA, ADA, EEOC and other required tracking requirements for employees (e.g. EEO4 Report).	

Exhibits

R	Support FLSA rule for overtime when multiple pay rates are involved; weighted average or highest rate.	
R	Functionality and reporting to support requirements of the Affordable Care Act with ability to manually override by security	
R	Manager Self-Service for staff: leave balances, leave request approvals, performance reviews, notifications, etc.	
R	Employee Self-Service: view leave balances, request leave, view pay advices, W2, direct deposit changes, contacts, address, benefit elections, dependent changes, etc. with approval step before posting. With security feature. Describe internal and external access ability.	
I	Online open enrollment with update to employee record band carriers for benefit elections. Upload and attach scanned dependent verification, e.g. birth certificates, divorce decrees, etc. during enrollment would be Nice to Have. Describe internal and external access ability	
I	Track missing open enrollment applications, forms, etc.	
E	Track or interface individuals not paid by the City in Human Resources module such as volunteers, agency temps, etc. City uses Volgistics as volunteer management system.	
R	Retain history of changes made to employee record; pay, benefit elections, transfers, etc.	
N	Online Organization Charting tools.	
E	Publish Compensation and classification information for other cities and public records requests	
N	Publish salary tables and job descriptions on a regular basis	
I	Utilities: Describe mass update of salaries, benefits	
R	Decentralized time entry: default, exception, direct, and import from electronic time sheets.	
R	Ability to enter and view time from a mobile device.(Employee, Supervisor, Payroll- based on established permissions)	
I	Enter group time, e.g. 40 employees with same eligibility and time entry rules at one time instead of individually.	
R	Drop down of eligible charge and activity codes or hour codes specific to employee, pay class, and department.	
R	Rules-based workflow approval routing of time entry to one or multiple supervisors; with ability to override and authorize using electronic signature. Prefer employee sort in alphabetic order.	
I	Ability to view previous time period entry when entering or approving time; desire to view several prior periods and not just one back and one forward.	
R	Ability to enter time into a future pay period without affecting current payroll time processing.	

Exhibits

I	Leave bank verification at time entry; visibility to leave balances.	
R	Support flex time schedules based on employee group, e.g. 9/80, 4 10's, Public Safety schedules and calendars etc.	
R	Alert or report on missing time entry for employees in the system before processing payroll.	
R	Track part-time or temporary employee hours worked to manage 1040 hour threshold; Texas Department of Retirement eligibility.	
R	Define payroll processing and review checklist and manage in system.	
R	Support bi-weekly pay cycle.	
R	Create unlimited pay codes that are rules-based including formulas, fixed amounts and number of pay periods per month. Examples: regular pay, overtime, shift differential, out of class pay, longevity, etc. Indicate any limitations to number of pay types or codes.	
R	Allow specific employee types to define overtime compensation and mode of calculation, i.e. Fire > 212 hours in 4 week pay cycle = OT. Police > 171 in 4 week pay cycle = OT	
R	Rules-based calculation of vacation Leave with multiple levels; i.e. accrue to 280 hours but carry over max is 240 hours.	
R	Create unlimited contribution and deduction codes that are rules-based with formulas, fixed amounts, number of pay periods per month and look-back. Examples: medical, dental, taxes, 457 and 401 contributions, Voluntary Life, Long Term disability, garnishments, wage attachments, child support, union dues, etc.	
R	Generate report that identifies all changes made to employee records within a specified date range to assist with payroll review.	
R	Define rule to ensure employee receives guaranteed net pay amount, e.g. after taxes, garnishments and other deductions.	
R	Default values by employee for earnings, hours and charge codes with ability to override (e.g. Project, Grant, etc.).	
R	Assign multiple pay codes per employee per pay period for base pay plus premiums, e.g. acting pay, temporary assignment etc.	
R	Electronically generate Personnel Action Form for all pay related modifications, route for approval and apply to employee record in system.	
R	Enter mass change via direct input or upload; affects all employees or specific groups of employees, e.g. COLA increases, benefits by bargaining unit, etc. with ability to review before updating.	

Exhibits

R	Process date effective merit increases by percent up to maximum in salary range.	
R	Process retroactive pay and associated impacts on contributions & deductions and reporting to benefit providers.	
R	Exception reporting to review all records for double pay, no pay, changes since last payroll, etc.	
R	Calculate and process mid-period pay changes for all employees; active, terminations, new hires, etc.	
R	Calculate and process off cycle pay runs as required.	
R	Customized deposit advice form.	
R	Create pdf version of pay stub and store for historical purposes; access and print copy by employee or department.	
R	Generate pay advices and bank file for direct-deposit employees; post pay advice to self-service dashboard.	
R	Support multiple direct deposit accounts.	
R	Generate Positive Pay file.	
R	Generate vendor payment requests from pay cycle and interface to Accounts Payable.	
N	Support direct data feed to benefit providers.	
R	Produce data for monthly, quarterly, and yearly tax forms and filings.	
R	Electronic reporting to Social Security, IRS, State, Workers Comp. and Attorney General.	
R	Describe strategy to stay current with Payroll related Federal and Texas State reporting requirements.	
R	Produce year-end accruals of salaries, benefits and accrued compensation (e.g. vacation).	
I	Pay check modeling tool for employees; what if scenarios for deductions and exemptions.	
Rating	Utility Billing	Rating/Comments
R	Manage Utility Billing for Water, Sewer, Garbage and Storm Water. Volumes are as follows:	
R	Customer Master File data to include: <ul style="list-style-type: none"> a. Type: Residential, Multi-Family, Commercial b. Services: Water, Garbage, Sewer c. Parcel ID or Lot Number d. Related properties e. Owner/Landlord contact information f. Tenant contact information g. Bill To Party contact information (Include Owner, Tenant and Property Manager) h. User-defined fields 	

Exhibits

R	User permission, encryption, redact for access to confidential information in Customer Master Record; ACH, Bank, etc.	
R	Support multiple cycles by type; 6 Water cycles and 8 Garbage billing cycles.	
N	Import a new customer from EnerGov Permitting to set up Utility account for new construction.	
R	Water Meter attributes to include: <ul style="list-style-type: none"> a. Serial number, meter number, make, size b. Description, device type, condition c. Dates: purchase, install, service d. Location e. Read type, flow volume f. Number of reads g. Route h. Service Order History i. User defined fields 	
R	Unlimited Customer notes with date, time and user stamp. Complete billing history and service request history over the life span of the account. Categorize by topic, e.g. payment plan requests are Nice to Have. Save Outlook emails is Nice to Have.	
R	Date effective rate tables; change rates mid-cycle and prorate on bill.	
R	Apply a mass increase to rate tables.	
R	Calculate Residential Water as base fee plus consumption.	
R	Calculate Multi-Family and Commercial Water based on meter size; different cost for each size.	
R	Calculate Irrigation Water based on consumption. Tiered structure: first 6 units as base at one rate, different rate after that for a 2 month period.	
R	Calculate Sewer based on rates	
R	Calculate Horseshoe Bay Utility Tax on invoiced services by percentage of total by service type	
R	Support hand-held meter reads via AMR/AMI (Itron readers). List devices supported.	
R	Define route sequence for meter reads; ability to plot on Google Maps or via GPS is Nice to Have.	
I	Display meter location to meter reader while performing reads. Describe how this is supported.	
I	Alert or report on variances in consumption between historical and actual found during meter read upload.	
I	Capture Service Request with ability to assign tasks, document work complete, notify interested parties, etc.	

Exhibits

I	Manage recurring payment plans based on consumption averages.	
R	Residential Garbage: City billed by Waste Management based on list City provides. Invoice to customer as a pass through.	
R	Commercial and Multi-Family Garbage: Waste Management generates the billing based on City parameters and passes file to be imported by the City. Ability to import Garbage extras and garbage credits with interface is nice to have. Currently we get a file.	
I	Generate consolidated invoice for all charges within a cycle.	
R	Flag accounts eligible for discounts and bill at reduced rates,	
I	Issue a consolidated statement to a customer with multiple accounts and invoices.	
R	Calculate Escrow utility estimates based on historical consumption.	
I	Manage billing adjustments on utility accounts; route for approval through workflow before posting on customer account.	
R	Interface with Lock Box for receipt and application of utility payments. Report exceptions if receipts do not match invoice.	
R	Import ACH payments received from customer banks.	
R	Define cash application payment hierarchy, e.g. Sewer, then Water, etc.	
R	NSF management; reverse payment, assess fees, auto- generate notice and re-bill, etc.	
R	Functionality to support Collections Management and select who to notify, e.g. call prompts, notes, payment plan requests, service issues, past due letters, door hangers, shut off notices, etc.	
R	Assess interest, penalties and late fees to past due accounts as a percent of invoice amount, flat fee, or other factors.	
R	Disallow water shut-off by account; e.g. commercial accounts or multi-family units on a single meter.	
I	Notify Utility crew of payments made to accounts in Shut Off status via mobile device, text message, etc.	
R	Track accounts sent to Collections.	
R	Consumption History reporting.	
I	Search Customer history by key attributes (i.e. Parcel #, last name, address, service type, etc.).	
I	Online customer portal to query account information, view invoices, make payment, create service request, notify of move in or move out, etc. Must be PCI compliant. Payment gateway is Paymentus.	
R	Define multiple billing types.	

Exhibits

R	Define multiple billing invoice templates.	
I	Create Contract for services provided by the City and billed to other agencies, e.g. set up recurring invoices.	
I	Import receivables from other City applications to generate invoices.	
R	Support decentralized entry of billing information with electronic approval process of bills generated for customers.	
I	Invoice Granting agencies for reimbursable expenses or grant installment payments.	
N	Classify Grant receivable as a different type to include or exclude from processes and reports	
R	Support centralized or decentralized cash receipting with multiple sessions at one time.	
R	NSF Check and returned ACH processing with ability to charge fines or interest.	
R	Produce monthly Customer statements with current balance due plus accumulated interest, late fees, penalties, etc.	
R	Ability to turn late fee calculations on or off or override based on user security permissions.	
R	Run aging summary or detailed aging reports by customer or in aggregate for specific intervals, e.g. 30, 60, 90 days, etc.	
I	Maintain notes on customer accounts with date and user stamp.	
R	Generate, review and issue past-due notices using pre- defined templates.	
R	Write off uncollectible Accounts Receivable with reason code.	
N	Online customer portal to query account information; invoices paid, open receivables, etc.	
N	Ability to send AR info to collection agency - interface	
I	Describe automated meter capabilities	
Rating	Permitting & Inspections	Rating/Comments
R	Supports unlimited user- defined permit types and unique permit number	
R	Provide the ability to track and search any type of permit and to add additional permit types as needed.	
R	Ability to specify parcel-based addresses and ranged addresses to a permit type.	
R	Ability to link permits together	
I	Ability to duplicate applicant and address information from one type of permit to another	
R	Automatically calculate accurate permit fees based on our fee schedule and ensure fees are collected.	

Exhibits

R	Provide interactive permit application ability to the public	
R	Able to attach associated documentation to a record (images, PDF's, etc...)	
R	Place warnings, holds, and restrictions on a record based on such things as a suspended builder's license or an unpaid bill.	
I	Restrict the issuance of permits for certain parcels based on parcel ID or address (e.g. development reserve, moratoria, etc)	
R	Changes to permit details will result in recalculated fees.	
R	Fees can be based on duration (start and end dates). Extending duration will result in appropriate fee recalculation.	
I	For duration-based permits, allow the entry of a projected end date, calculation of additional fees associated with the extension and automation of extension process upon approval and/or payment of associated fees.	
R	Automatic inspections and reviews are created based on permit type.	
R	Link multiple permits and plans to a single master project.	
R	Track time on inspections.	
R	Ability to insert a re- inspection fee and create a re-inspection task based on the failed status of an inspection	
R	Inspections can be created in sequence or in parallel.	
R	Ability to change the status codes of an inspection to our agency's terminology.	
R	Ability to require previous inspections to occur before allowing for subsequent inspections to be added	
Rating	Code Enforcement	Rating/Comments
R	Allow multiple violations to be added to single case while tracking each resolution and status individually.	
I	When a violation is added, the code text is automatically inserted.	
R	Track follow-up dates to ensure the issue is resolved.	
R	View/add restrictions to the parcel when a case is created so that permits can be flagged as having active code violations.	
R	Able to attach images/documents to a case.	
I	Ability to duplicate part or all of the data from one case record to another.	
R	Ability to create code violation cases related to permit inspections in the field.	
I	Print images associated with the case into a letter.	
R	Real-time link to ArcSDE and ArcGIS Online	

Exhibits

I	Create GIS maps that display queried data (i.e. displaying code violations in a map)	
I	Add new records to selected parcel(s) directly from GIS map.	
R	View detailed parcel information from GIS.	
R	Select parcels within a radius or draw a boundary.	
I	Spatial queries to identify parcels as being in a conservation district, historic district, etc...	
I	The interface to ArcGIS Server does not use web ADF API	
I	Click on parcel to show all permits, inspections and code violations.	
R	Automatically generate and manage various code enforcement letters	
I	Allow citizens to file complaints and track status	
Rating	Centralized Cashiering	Rating/Comments
R	Indicate if within ERP suite or 3rd party.	
R	Payments in multiple formats; cash, check, credit/debit card, online payment gateway, lock box, import from other systems, etc. Ability to change the payment type entered with security.	
R	Ability to support multiple cashiers/cash drawers	
R	Receive payment for non-invoiced items. Not require a vendor/customer to receipt cash, e.g. Lonesome cash	
R	Receive payment for receivables from other City applications and 3 rd party vendors.	
N	Centralized Customer Master File with ability to synchronize with feeder systems.	
R	PCI compliant.	
I	Support offline operation of Cashiering if connectivity is lost.	
I	Compatible with touchscreen enabled POS terminals.	
N	Utilize bar code and OCR encoded reader to pull up customer record at Cash stations.	
R	Describe tools or reports to reconcile between Cashiering and sub-ledger systems.	
E	Describe RDSO compatibility and interface to banking systems for payment processing	

3RD PARTY INTEGRATION REQUIREMENTS

An integration document will be required by the vendor for The City of Horseshoe Bay's existing software. The current forecasted integrations are:

Cartegraph Asset Management

Exhibits

The integration document defines the activities necessary to integrate the software units and software components into the 3rd party software item. The integration document contains an overview of the entire system, a brief description of the major tasks involved in the integration, the overall resources needed to support the integration effort. The plan is developed during the Development Phase and is updated during the Integration and Test Phase; the final version is provided in the Implementation Phase. The complete integration and any future updates will be the sole responsibility of the vendor and the city's 3rd party vendors. At no time will the city be responsible for any work or costs that may occur after implementation, such as system updates and changes to the integration software.

1. INTRODUCTION

This section provides an overview of the information system and includes any additional information that may be appropriate.

1.1 PURPOSE AND SCOPE

This section describes the purpose and scope of the Integration Document. Reference the system name and identify information about the system to be integrated.

1.2 SYSTEM OVERVIEW

This section provides a brief overview of the system to be integrated, including a description of the system and its organization. Describe the environment/infrastructure and how this unit or system will integrate into it. Include any risk involved and the mitigating procedures to reduce or eliminate that risk.

1.2.1 SYSTEM DESCRIPTION

This section provides an overview of the processes the system is intended to support. If the system is a database or an information system, provide a general discussion of the description of the type of data maintained and the operational sources and uses of those data. Also include all interfaces to other units or systems.

1.2.2 UNIT DESCRIPTION

This section provides an overview of the processes the unit (or module) is intended to support. If more than one unit is being integrated, provide descriptions of each unit in this section.

1.3 PROJECT REFERENCES

This section provides key project references and deliverables that have been produced before this point in the project development.

1.4 GLOSSARY

Provide a glossary of all terms and abbreviations used in the document. If it is several pages in length, it may be placed in an appendix.

2. MANAGEMENT OVERVIEWS

The subsequent sections provide a brief description of the integration and major tasks involved in this section.

2.1 DESCRIPTION OF INTEGRATION

This section provides a brief description of the system units and the integration approach.

2.2 RESPONSIBILITIES

In this section, identify the System Proponent, the name of the responsible or issuing organization, and titles and telephone numbers of the staff who serve as points of contact for the system integration. It should also include who has approval authority for each unit of the system. If this activity is contracted out, list the names and phone numbers of the contractor responsible for the development and integration.

2.3 ACTIVITIES AND TASKS

Exhibits

This section provides a brief description of each major task required for the integration of the system. Also include a schedule for when these tasks are expected to be completed. Add as many subsections as necessary to this section to describe all the major tasks adequately. Include the following information for the description of each major task, if appropriate:

- a) What the task will accomplish
- b) Resources required to accomplish the task
- c) Key person(s) responsible for the task
- d) Criteria for successful completion of the task

Examples of major tasks are the following:

- a) providing overall planning and coordination for the integration
- b) providing appropriate training for personnel
- c) providing appropriate documentation on each unit for integration
- d) providing audit or review reports
- e) documented software unit and database
- e) establish software requirements
- f) establish test procedures
- g) conduct unit testing
- h) conduct qualification testing
- i) integrate units into system

3 INTEGRATION SUPPORT

This section describes the support software, materials, equipment, and facilities required for the integration, as well as the personnel requirements and training necessary for the integration.

3.1 Resources and their Allocation

In this section, list all support software, materials, equipment, and facilities required for the integration. Describe the test environment and any resources needed. Describe the number of personnel needed and an estimate of the costs for them.

3.2 Training

This section addresses the training, if any, necessary to prepare for the integration and maintenance of the system; it does not address user training, which is the subject of the Training Plan. If contractors are performing the integration functions and activities, this may not be necessary. It however, State staff are performing these activities some training might be needed. List the course(s) needed by title, instructor and cost.

3.3 Testing

In this section, list all the test requirements for each unit. If more than one unit is being tested, include a description for each unit. Include the descriptions of the data included, procedures for testing, who is responsible for the testing and a schedule. This could be accomplished in one plan or several depending on the complexity of the unit being tested.

3.3.1 Change procedures and history

Include all changes made during the unit testing. This information should be included in the Configuration Management Plan and updated during the Development Phase.

Exhibits

Exhibit B – Pricing Proposal

Use the Pricing Summary forms for pricing information (hours and \$) for proposed solutions. This form will become Section 4 of your RFP response. Provide pricing for each scenario separately: Additional documents can be provided as supporting information to the summarized information on these pages. Pricing must be fully comprehensive, complete and list any available discounts.

City of Horseshoe Bay Pricing Summary			
ERP Software – Required Modules – 25 Named Users and Options for View Only Users			
Software – Required Modules	Hours	\$	Assumptions/Comments
Finance			
Human Resources			
Utility Billing			
Permitting			
Inspections			
Code Enforcement			
Central Cashiering			
Court			
Land Management			
Sub-Total Software			
Implementation - Required Modules			Assumptions/Comments
Implementation			
Data Conversion			
Training			
Report Development			
Integration			
Travel			
Other Costs			
Sub-Total Implementation			
Maintenance – Required Modules			Assumptions/Comments
Year 1			
Years 2 through 5			
Years 6 through 10			
Sub-Total Maintenance			
Total – All Costs			

Exhibits

Exhibit C – Customer References

Using the template provided, provide references for each software solution proposed, including three current customers, and two prior customers.

CUSTOMER REFERENCES - EXISTING LIVE CUSTOMERS

Item	Vendor Response
Client Reference No. 1 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including the specific reference	
Client Reference No. 2 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including the specific reference	
Client Reference No. 3 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Rationale for including the specific reference	

Exhibits

CUSTOMER REFERENCES - PRIOR CUSTOMERS

Item	Vendor Response
Client Reference No. 1 - Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Reason Why No Longer Using Software	
Client Reference No. 2 - Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products / Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Reason Why No Longer Using Software	

Exhibits

Exhibit D – Acceptance of Terms and Conditions of RFP

ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City of Horseshoe Bay to contract with a private Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City of Horseshoe Bay in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE CITY'S TERMS AND CONDITIONS.

Company	
Authorized Individual Name and Title	
Telephone	
Email	
Address	

AUTHORIZED SIGNATURE

DATE _____

OTHER NOTES:

Exhibits

RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	Reference	Exception	Reason	Alternate Approach
1				
2				
3				
4				
5				

Exhibits

Exhibit F – Non-Collusion Certificate

NON-COLLUSION CERTIFICATE

STATE OF _____)
ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, 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 the preparation and submission of a proposal to the City of Horseshoe Bay for consideration in the award of a contract on the improvement described as follows:

Enterprise Resource Planning Software

(Name of Firm)

By: _____
(Authorized Signature)

Title _____ Sworn to before me this _____ day of _____

_____.

Notary Public CORPORATE SEAL:

Exhibits

Exhibit G – Non-Disclosure Agreement

NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this _____ day of _____, 2018, by and between the City of Horseshoe Bay, a municipal corporation of the State of Texas ("City"), and _____, a corporation ("Vendor").

Whereas, Vendor wishes to submit a proposal for the Enterprise Resource Planning Software; and

Whereas, Vendor will need to review confidential information belonging to the City in order to be able to prepare its proposal and complete the project, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. "Confidential Information" means information provided by the City to the Vendor that the City designates as being confidential or which a reasonable person should know should be treated as confidential under the circumstances, including, without limitation, employee information, proprietary information, information regarding services, and financial and business information.
2. Vendor shall hold and maintain the Confidential Information in the strictest confidence for the exclusive benefit of the City. Vendor shall not disclose any Confidential Information, except as allowed by this Agreement. In the event that Vendor is required to disclose any Confidential Information in accordance with a judicial or other governmental order, Vendor will notify the City promptly so that the City may seek an appropriate protective order.
3. Vendor shall take reasonable security precautions at least as great as the precautions it takes to protect its own confidential information (but not less than a reasonable amount of care). Vendor may disclose Confidential Information only to Vendor's employees, consultants, representatives and agents for the purposes stated in this agreement.
4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.
6. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available through no fault of the Receiving Party; (ii) learned by the Receiving Party through legitimate means other than from Disclosing Party; or (iii) is independently developed without use of or reference to

Exhibits

the Confidential Information, as shown by written records. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.

7. Because these obligations are special and unique, the Vendor agrees that the City shall be entitled to injunctive relief without the necessity of a bond in the event of a breach, in addition to any other available remedies at law.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Texas law.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.
11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF HORSESHOE BAY

<Company Name>

By: _____

Its: _____

By: _____

Its: _____