



REQUEST FOR PROPOSALS (RFP)

METER DATA MANAGEMENT SYSTEM (MDMS) AND CUSTOMER PORTAL RFP #17-037

The City of League City is now accepting sealed proposals to provide and install an Advanced Metering Infrastructure (AMI) system.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Tuesday, June 27, 2017**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX 77573. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #17-037 – MDMS

DELIVERY ADDRESS: Please submit one (1) marked original and four (4) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Shawna Tubbs, Purchasing Manager, at shawna.tubbs@leaguecitytx.gov. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of League City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Tuesday, June 20, 2017 by 4:00 p.m.



**City of League City
Request for Proposal #17-037
MDMS and Customer Portal**

1. Introduction:

The City of League City is soliciting proposals from firms who are interested and qualified to provide and install an Advanced Metering Infrastructure (AMI) system. This RFP will cover a system-wide fixed network implementation. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 General

League City is a home-rule, incorporated city with a 2017 population of approximately 102,635. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County southeast Harris County. League City is experiencing rapid growth, adding approximately 3,000 residents a year.

As of April 30, 2017, the number of active connections was 32,976 with an expected annual growth of 3%.

2.2 Current Software/Equipment

The City of League City Utility Billing (UB) department currently uses 2011 2.x Sensus software with 2003 Microsoft platform to interface with the City’s current system, SunGard. (UB will be migrating to Tyler MUNIS in 2018). It provides the ability to read Sensus water meters hourly and transmits data every four (4) hours to the UB office through the Regional Network Interface (RNI) and downloads meter readings for monthly billings, views hourly charted usage and meter readings through MDM as well as archived inquiries and reports.

Current Base Stations and Antennas

Currently, data is transmitted by licensed frequency owned by the City to three towers located at:

- Countryside Water Tower – 5123 ½ Candlewood Dr
- South Shore Water Tower – 6060 South Shore Blvd
- Police Dept Radio Tower – 600 W Walker St

3. Scope of Work:

3.1 Qualified Proposers

The awarded proposer shall provide and install all the hardware and software that together comprise the proposed meter data management system (MDMS) and related software and interfaces.

As a provision of this requirement, all proposers shall meet the minimum requirements as follows:

- The proposer must be the factory authorized distributor for the AMI system proposed and be capable of processing the warranty claims for the City.
- The proposer must have an on-staff, factory trained AMI support specialist with the sole responsibility of providing AMI system support and sales.
- The proposed Fixed Base AMI technology manufacturer must have produced an MDM system that has been in commercial use for a minimum of five (5) years and must have a substantial number of completed water fixed base systems currently deployed. Of the deployed systems, the manufacturer must have at least one (1) combined water account utilizing its technology. To ensure the reliability of the system proposed, the manufacturer must have in service an acceptable number (500,000 or more) of AMI endpoint transmitters (either water, gas and electric or combined). Further, the manufacturer must also have a minimum of 100,000 each water, gas and electric (endpoint transmitters of the proposed equipment type are acceptable) of those proposed.

3.2 Meter Data Management Software

Meter Data Management Software

A. Core Capabilities

- i. The MDMS Software shall comply with prevailing industry standard hardware, operating systems, databases, and user interfaces.
- ii. The MDMS Software must exist as a browser-based (Internet Explorer 11 or later, Chrome, or Firefox) application that operates on a hosted server.
- iii. The MDMS Software should provide a customizable file layout structure to interface with the utility's CIS for integrating meter reading data and customer information.
- iv. The MDMS Software must support single and dual register meter information.
- v. The MDMS Software should be capable of pulling data less than an hour old.
- vi. The MDMS Software must be scalable to meet the full deployment requirements in a hosted environment without system and performance impacts to the utility.
- vii. The MDMS Software shall be scalable and not require any additional licenses based on number of endpoints.

- viii. The MDMS Software provider must be able to describe the methods that support scalability and associated costs.
- ix. The MDMS Software must retain all meter reading data for a minimum of 36 months and provide provisions for additional storage if required.
- x. The solution should be available as Software as a Service (SaaS) where the provider manages all hardware and software for the Utility. SaaS should be all inclusive for annual maintenance, licenses, upgrades and support.
- xi. The AMI solution should provide graphical views to accounts if location data is provided from the Customer Information System and/or headend system.
- xii. The AMI solution shall support the import of data from a Walk-By/Drive-By system to assist in a roll out program and be compatible with existing Sensus Systems (AMI).
- xiii. The MDMS Software shall allow data from multiple reading technologies (AMR and AMI). The Meter Data Manager (MDM) shall act as a middleware between Customer Information Systems (CIS) and the Sensus FlexNet Regional Network Interface (RNI).
- xiv. The system should offer dashboard to report on the following water-based anomalies:
 - a. Reverse Flow
 - b. Leak Detected
 - c. Tamper
- xv. MDMS Software shall have a graphical user interface (GUI).
- xvi. MDMS Software shall have icon-driven accessibility for ease of navigation and addition of other applications.
- xvii. The MDMS Software shall have the following administration and system configuration: Role-based privilege management (Access Control)
- xviii. The MDMS Software shall be include the following groups:
 - a. Filter by: AMI ID
 - b. Filter by: Billing Cycle
 - c. Filter by: Commodity Type

B. Import / Export capabilities

- i. The MDMS Software must be able to export data to Microsoft Excel, PDF, Common Separated Value (CSV), and Text files.
- ii. The MDMS Software must interface to the utility's CIS/billing software. The MDMS Software must have a setup application to map simple interfaces from a CIS/Billing System.
- iii. The MDMS Software must import and support GPS type data to identify and display locations of accounts geographically.
- iv. MDMS Software must provide a billing export.
- v. MDMS Software must have a billing export setup application.
- vi. MDMS Software must have a customer information data import setup application.
- vii. MDMS Software must have a billing import file setup application (billing request file method).
- viii. The billing gateway should allow entry of valid start and stop times for billing purposes.
- ix. The MDMS Software shall have export capabilities of greater than 5K rows.

C. Meter Data

- i. The MDMS Software shall provide the ability to process hourly time-stamped meter reading taken from all meters and verify the percentage of reads received for particular areas and/or selected meter routes. This data must then be exposed to various configurable parameters set (when provided), such as high/low parameters to assure the accuracy of the data.
- ii. The MDMS be able to retrieve California Metering Exchange Protocol (CMEP) files via sftp
 - a. Registers – Hourly, all new registers received in last hour from all meters
 - b. Intervals – Hourly, all new intervals received in last hour from all meters
 - c. Alarms – Every 5 min, all new alarms in last 5min from all meters
 - d. Sync – Daily, all meter state information (lat/long, status, radio id, etc)
- iii. The MDMS system must support MultiSpeak version for Flexnet RNI
 - a. Alarms – Real time when received by RNI forward to subscriber MultiSpeak servers
 - b. On Demand reads / Control – Real time requests from Sensus Analytics for data or control from the meter. Valve position changes, On Demand Meter Reading
- iv. The MDMS Software must be able to search for records matching specified information.
- v. The MDMS Software must provide the following data to the utility on a daily basis for monthly billing applications:
 - a. Hourly time-stamped meter reading taken from all AMI meters for monthly billing purposes.
 - b. Hourly usage/consumption readings for resolution of customer billing disputes and improved customer service.
 - c. Alarm data received from AMI devices for identification of customer site problems.
- vi. The MDMS Software must be able to support demand read capability to the meter.
- vii. The MDMS Software must provide the capability to store all meter data information for a minimum of three (3) years.
- viii. The MDMS Software must utilize the head-end system's ability to back-fill missed reads to eliminate the need for validation routines.
- ix. The MDMS Software shall have the following GIS, CIS, and SCADA business interface services:
 - i. Customer Information System (CIS) integration
 - ii. CIS daily synchronization
 - iii. CIS daily synchronization file mapping integration without coding
 - iv. CIS billing export
 - v. CIS billing export file mapping without coding
 - vi. CIS on demand reads
 - vii. Supervisory Control and Data Acquisition (SCADA) integration via professional services

D. Data Analytics

- i. The MDMS Software must perform a high low analysis report. The MDMS Software must be able to check the reported value for the reading is within a percentage threshold of the historic average for the meter, taking into account seasonal variance (or a set value provided from the Customer Information System).
- ii. The MDMS Software must allow a standard customizable report on continuous usage, needed for use in leak detection.
- iii. The AMI solution should be able to identify and report revenue protection incidents.

E. Data Reporting

- i. MDMS Software should translate data for use with reports.
- ii. MDMS Software should have ability to search meter data.
- iii. The MDMS Software must provide Alert capabilities to include the following:

Alarm	Water	Gas	Electric	Lighting
Tamper Report				
Meter Read Failure				
Metro Bad Register Number				
Cut Wire				
Leak Detected				
Meter Communication Failed				
Non Numeric Read				
Magnetic Tamper				
Swapped Meter				
Meter Communication Failed 30 days Latched				
Meter Low Battery				
Critical Hardware Warning				
Alarm Overflow Latched				
TouchRead Failure Latched				

- iv. The MDMS Software must provide the following reports:
 - a. All Alarms
 - b. Billing Request Mismatch
 - c. Consumption Exception (24 Hours)
 - d. Consumption
 - e. Consumption vs Previous Read
 - f. Endpoint Details
 - g. High Low Exception Report
 - h. Master Route Interval Reads
 - i. Master Route No Readings
 - j. Master Route Register Reads
 - k. Mismatch Report
 - l. Negative Consumption
 - m. Orphaned Meters
 - n. UoM Comparison
 - o. Zero Consumption for Period
 - v. The MDMS Software must have the ability to alert appropriate personnel of certain triggered alarms.
 - vi. MDMS Software must have email notification of alerts.
 - vii. MDMS Software must have text message notification of alerts.
 - viii. The MDMS Software must provide a geo-spatial/map view that includes:
 - a. Display of meters
 - b. View assets with events on map.
- F. Device Access
- i. From one application and without having to search on the account a second time, the Customer Service Representative (CSR) should be able to see all account information, interval and register reads for a selectable amount of time, and see any alarms that have been reported for the account.
 - ii. This information should be exportable to the windows clipboard, pdf file, CSV file or Excel.
- G. Software Provider
- i. MDMS Software shall be Sensus Analytics Enhanced Version Software or approved equal as determined by the utility.

Hosting

- A. The proposed solution must host the MDMS Software on server hardware at a remote secure data center.
- B. The Proposer will provide upgrades the MDMS Software to Latest Releases, Including all security patches and updates.
- C. The Proposer will submit a daily file containing consumption reads and all available alarms collected by the network, including exception reports such as zero Consumption Reads, non-responding meters (including traceability to the meter location when the utility provides the meter location codes to Sensus)
- D. The Proposer will provide 24x7x365 server and network monitoring using diagnostic software tools.
- E. The Proposer will provide secure, off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.

- F. The Proposer will provide a disaster recovery solution via data replication to a fault tolerant data center with 1 business day or less recovery time.

Customer Portal Overview

Consumer Portal Software

- A. Customer Web Portal
- i. The software shall be accessible to customers using PC web browsers (Internet Explorer or Firefox) or mobile web browsers from major manufacturers.
 - ii. The software shall allow the customer to initialize an account using address, account number and amount of the last payment received. Initializing a customer account shall require no involvement of City staff, everything should be done through e-mail.
 - iii. The software shall allow the customer to set up an e-mail user name and a password of a specific length.
 - iv. The software shall allow the customer to retrieve or re-set their forgotten password via the previously established email.
 - v. It must show 24 hours of hourly meter reading data. It should also have the option of showing 7 days, 30 days and 12 months of meter data
 - vi. Allow customers to manage multiple accounts with City under one user id.
 - vii. Allow customers that have multiple meters on same account to be show on a single account.
 - viii. Provide city ability to customize and make it look like the cities other websites and incorporate their logo.
 - ix. Ability to send **email, text** when **Water Meters** report:
 - a. Billing Cycle Usage Warning
 - b. Vacation Usage Warning
 - c. Leak Detected
 - x. Ability to translate/show portal text in English or Spanish.
 - xi. Provide dashboard for showing this month vs. last month for the billing periods.
 - xii. Allow city to post notices to customers in Customer Portal.
 - xiii. The solution should be available as Software as a Service (SaaS) where the provider manages all hardware and software for the Utility. SaaS should be all inclusive for annual maintenance, licenses, upgrades and support.

Hosting

- G. The proposed solution must host the Portal Software on server hardware at a remote secure data center.
- H. The Proposer will provide upgrades the Portal Software to Latest Releases, Including all security patches and updates.
- I. The Proposer will maintain a web portal access to the MDMS Software.
- J. The Proposer will provide secure, off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
- K. The Proposer will provide a disaster recovery solution via data replication to a fault tolerant data center with 1 business day or less recovery time.

4. Instructions to Bidders:

4.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.* Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

4.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Monday, June 5, 2017

Deadline for Submitting Questions: Tuesday, June 20, 2017, 4:00 p.m.

Proposal Submission Deadline: Tuesday, June 27, 2017, 2:00 p.m.

Selection Process: July 2017

Presentations from finalists: July 2017 (if needed)

Planned Award of Contract: July 2017

Planned Notice to Proceed Issued: August 2017

4.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

4.4 **TAB A – Qualifications and Experience**

- 4.4.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.
- 4.4.2 Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
- 4.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
- 4.4.4 Describe the experience of the firm in the last sixty (60) months in performing services of similar size and scope.

4.5 **TAB B – Project Methodology**

- 4.5.1 Provide an estimated timeline to complete the proposed work.
- 4.5.2 Provide a work plan that must describe the firm’s methodology, including a detailed project plan and time frames from the award date to implementation.
- 4.5.3 The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City’s overall goals.
- 4.5.4 Work plan shall clearly distinguish the firm’s duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

4.6 **TAB C – Pricing and Fees**

- 4.6.1 The proposal shall provide a proposed fee schedule broken down by task as outlined below:
 - a. Equipment and services
 - b. Installation of equipment
 - c. Warranty
 - d. Maintenance fees per year
 - e. Training and travel
- 4.6.2 The proposal shall include an hourly fee schedule for additional services required for successful completion of this project but not specifically identified in this RFP or optional services that may enhance the City’s benefit.

4.7 **TAB D – Product Functionality**

- 4.7.1 Vendor to furnish and install hardware and software that comprise the proposed MDMS and related software and interfaces with the following key elements:
 - a. User friendly system
 - b. Storage capabilities
 - c. Reporting capabilities
 - d. Any additional services or equipment that may be beneficial to the City

4.8 **TAB E – References**

- 4.8.1 Provide references for similarly successful projects from five (5) governmental agencies, including the name of the agency, contact name, telephone and email address.

4.9 **TAB F – Conflict of Interest**

4.9.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. The form can be located at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of League City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Pat Hallisey
	Councilmember	Dan Becker
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Keith Gross
	Councilmember	Nick Long
City Staff:	City Manager	John Baumgartner
	Assistant City Manager	Rebecca Underhill
	Director of Information Tech	Ryan Smith
	Utility Billing Manager	Nancy Massey
	Purchasing Manager	Shawna Tubbs

4.10 **TAB G – Certification**

4.10.1 See Page 12.



PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

5. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 5.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 5.1.1 **Qualifications and Experience – 20 pts**
 - 5.1.2 **Project Design and Methodology – 20 pts**
 - 5.1.3 **Pricing and Fees – 30 pts**
 - 5.1.4 **Product Functionality - 25pts**
 - 5.1.5 **References – 5 pts**
- 5.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 5.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 5.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 5.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in proposal response.

PROFESSIONAL SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is entered into by and between the undersigned, _____ (“Contractor”), located at _____ and City of League City (“City”), a City in the State of Texas, located at 300 W. Walker, League City, Texas 77573.

Services: Contractor will perform the designated services and/or products as set forth in _____, which is attached and incorporated for all purposes.

Term and Termination: This agreement shall begin on _____, and shall terminate on _____. This agreement may be terminated by either party upon thirty (30) days written notice or immediately by CITY in the event of breach by Contractor. CITY may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the Contractor. Upon such termination, CITY shall pay Contractor, at the rate set out in _____, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth in _____, attached and incorporated for all purposes. CITY shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If CITY disapproves any amount submitted for payment by Contractor, CITY shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to CITY.

Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this agreement.

Travel: Contractor shall shall not be reimbursed for travel conducted in the pursuit of this contract and appropriate per diem as outlined in _____ attached hereto and incorporated for all purposes. Documentation of travel costs (original receipts) shall be provided by the contractor for all travel related expenses except mileage on personal automobile. Original receipts are required for travel expenses related to hotel, rental car, commercial airlines, parking, taxi, etc.

Intellectual Property: This agreement shall be an agreement for services and the parties intend and consider any work created as a result of this agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the City’s discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of

reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints CITY to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.

Confidentiality: During the course of the work and/or services to be provided under this agreement, Contractor may come in contact with confidential information of CITY. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to CITY all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this agreement or the engagement of Contractor without the prior written approval of CITY.

Warranties and Representations: Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, Contractor warrants and agrees that Contractor will perform the Services in compliance with all city Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

Licenses/Certifications: Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

Performance/Qualifications: Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and CITY that could be construed as a conflict of interest with regard to this Agreement.

Insurance: For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies). If, during the Term, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City.



Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

Indemnification: Contractor shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract, to the extent the claim arises from negligence, willful act, breach of contract or violation of law.

Force Majeure: Neither CITY nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

Notices: Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Texas Family Code Child Support Certification: Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

State Auditor: Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

Jurisdiction: Any disputes under this agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

Alternative Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by CITY and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of CITY shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by CITY nor any other conduct, action or inaction of any representative of CITY relating to this contract constitutes or is intended to constitute a waiver of CITY's or the state's sovereign immunity to suit; and (iii) CITY has not waived its right to seek redress in the courts.

Entire Agreement: This agreement and the attached Audit Engagement Letter, dated June 25, 2014, pages 1-11, contain the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this agreement. This agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.



Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

City of League City

By: _____

By: _____

Name: _____

Name: **John Baumgartner**

Title: _____

Title: **City Manager**

Date: _____

Date: _____

Note: Modification of this Form requires approval by the Office of the City Attorney.



EXHIBIT "A"
SERVICES

1. Services:

Contractor will serve as:

2. Deliverables:

Contractor will deliver the following (Attach additional sheet, if necessary):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____



EXHIBIT "B"
COMPENSATION

1. Compensation (Select one item):

Contractor shall be paid a fee of _____ per person for a not to exceed amount of _____ for services.

OR

Compensation shall be based on a **daily rate** of _____ dollars (\$_____) for _____ (____) days between _____ and _____, _____ (year).

OR

Compensation shall be based on an **hourly rate** of _____ dollars (\$_____) for a total amount of _____ (____) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed _____ dollars (\$_____), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

2. Reimbursable Travel Expenses:

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed _____ dollars (\$_____):

Reimbursable Expenses included in this agreement are listed as follows:



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.



CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers.

By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.



PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, accountspayable@leaguecity.com and shall reference the City of League City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost



savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, not withstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>