



BENBROOK WATER AUTHORITY

REQUEST FOR PROPOSAL

This REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM SELECTION

CLOSING DAY AND TIME: Proposals will be received no later than:

2:00 P.M. CDT October 21, 2022

SUBMIT PROPOSAL ONLINE AT:

<https://benbrookwater-services.app.transform.civicplus.com/forms/28876>

QUESTIONS regarding this solicitation should be directed to Rhett Clark at (817) 249-1250 / rclark@benbrookwater.com on or before Friday, October 7, 2022 @ 5:00 P.M. CDT. Information in response to any inquiry may be published as an addendum. Addendum can be found on the BWA website: <https://www.benbrookwater.com/Bids-Notices>.

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1. Introduction

Benbrook Water Authority is requesting proposals from qualified providers of municipal software whose product offering meets or exceeds current Authority requirements and whose complete product offering provides a robust solution set that will allow the Authority to continue to leverage this investment well into the future as the needs of the Authority grow and evolve.

2. Definitions

The following definitions are used in the RFP:

Client or **Authority** means Benbrook Water Authority

Vendor or **Proposer** means a firm, company or organization submitting a proposal in response to this RFP.

ERP, ERP System Selection Project, the system or **software** means the software solution that the successful Vendor responding to this RFP will be responsible for providing.

3. Background

The Benbrook Water Authority (“the Authority”) is an independent water district created by the Texas Legislature in 1955 for the sole purpose of providing the people of Benbrook, Texas with water and sanitary sewer service. BWA is governed by an elected Board of Directors with daily operations overseen by a General Manager. The Authority has been utilizing OpenGov (formerly STW, Inc.) ERP software for over 20 years to support administrative functions (e.g., finance, budgeting, utility billing). BWA seeks proposals for a fully integrated software system to satisfy the Authority's current and future needs.

The Authority primarily utilizes a Windows environment for computer software. Windows, Apple and/or Android applications are also utilized for remote computing.

Basic information concerning the size and structure of the Authority and its customer base are provided below:

Service Area Population (Approx)	24,000
Number of Accounts (Approx)	9,000
Anticipated Annual Growth	1.5%
No. of Employees (FTE)	42
No. of Anticipated Concurrent ERP System Users	10-15
No. of Anticipated Future ERP Users	20
Fiscal Year	January 1-December 31
No. of Department Codes (Current)	9

No. of Funds (Current)

8

Approx. Annual General Fund Budget

\$13,000,000

4. Expected Scope of System Solution

The Authority will consider both fully integrated solutions, as well as best-of-breed solutions for single modules.

Responding vendors should propose software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor. If response includes components from another vendor, a full description of the relationship between the companies and integration of the modules should also be provided.

4.1. Software Module Requirements

An outline of the desired software system solution is provided below:

4.2. Required Software Modules

- Accounts Payable
- Bank Reconciliation
- Budgeting
- Cash Receipting
- Fixed Assets
- General Ledger
- Human Resources
- Inventory Management
- Miscellaneous Billing and AR
- Payroll
- Project and Grant Accounting
- Purchasing
- Time & Attendance
- Utility Billing Human Resources

4.3. Optional Software Modules

The Authority will entertain proposals for these modules:

- Contract Management
- Document Management
- API Interface Capability

4.4. Service Requirements

An outline of the desired services is provided below:

4.5. Minimum Services

The following services are required:

- Project Management
- Hardware design and installation consulting
- Software Installation
- Data Conversion
- Report Development
- Integration and Interface Development
- Software Modifications
- Implementation and Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Operational Redesign Assistance
- Ongoing Support and Maintenance Services

4.6. Optional Services

The following services are desired, but may be considered optional:

On-Going Hosting Services – Note: The Authority is open to a vendor-hosted solution. If a Vendor does propose a Vendor-hosted solution, any differences from an Authority-hosted solution must be clearly delineated in the appropriate sections of the RFP response.

5. Evaluation Criteria

Responses to this RFP will be evaluated by a committee consisting of various process owners within the Authority. The Authority's intent is to acquire the solution that provides the best value to the Authority and meets or exceeds both the functional and technical requirements identified in this RFP.

The Authority reserves the right to contact any and all references to obtain, without limitation, information regarding a proposer's performance on previous projects. Submitted references will be checked for each qualifying proposer. Proposers should make sure that reference contact information is current and that references provided utilize similar services and service team.

The Authority will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor’s RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all these criteria will automatically disqualify the Vendor's response from further consideration:

- Minimum Client Software Installations

Must have provided software for at least three municipalities of similar size and complexity.

- RFP Response Timeliness

RFP response is submitted by the due date and time.

- Response Authorization

The RFP response is signed by an authorized company officer.

- Response Completeness

Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the Authority’s Finance Division Manager to be either a defect that the Manager will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.

- PCI Compliance

Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

Functional Requirements	35
Implementation Approach	20
Technical Requirements	20
Cost, including both initial and on-going	15
No. and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response	10
Total	100

3. **Round 3 Evaluation:** The top Vendors in the second-round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.

- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

Functionality	30
Service and Support	25
Investment and Costs	15
Technical Requirements	10
“Out of the box” functionality	10
Other value added	5
Vendor Viability	5
Total	100

The Authority will then enter contract negotiations with the Vendor whose overall solution best meets the needs of the Authority over the long-term.

6. Submittal Requirements

The Authority wishes to allow the maximum amount of flexibility in the composition of responses. Proposals should consist of three main parts: an executive summary, the main proposal, and required attachments. The proposer has broad discretion in crafting the proposal. Following are vital points that should be addressed:

- Company Background
- Application Software
- Technical Requirements
- Implementation Plan
- Staffing Plan
- Ongoing Support Services
- Functional System Requirements

The following required items must be included as attachments:

- Client References

- License and Maintenance Agreements

7. Contract Terms and Conditions

7.1. Applicable and Governing Law Clause

The provisions of this contract shall be governed by the laws of the State of Texas. All duties of either party shall be legally performable in the State of Texas. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for Tarrant County, Texas.

7.2. Indemnification

The proposer shall, to the fullest extent permitted by law, indemnify and hold harmless Benbrook Water Authority, its officers, agents, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the proposer, its officers, agents, directors, employees, and/or subcontractors' negligent performance of services in connection with this project. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by proposer to indemnify and protect the Benbrook Water Authority from the consequences of the Authority's own joint negligence, where that negligence is a concurring cause of any injury, death or damage of any kind or whether said negligence is the Benbrook Water Authority's sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. Also, it is understood by proposer that such indemnity is indemnity by proposer to indemnify and protect Benbrook Water Authority from any liability, claims, suits, losses, damages or causes of action due to proposer's negligence, error or omission, or the negligence, error or omission of any other person(s).

7.3. Insurance

The Proposer must provide proof of insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

A Certificate of Insurance showing the maintenance of all coverages outlined in Exhibit A shall be required prior to execution of a formal contract with the vendor.

The insurance policies shall be initiated prior to the installation of the system and maintained until Final Acceptance of the system by the Client according to the prescribed procedures. The Vendor

shall furnish to the Client a copy of the insurance policies and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty

(30) days prior written notice is given to the Client by registered or certified mail shall be included.

7.4. Public Information Act

Vendor acknowledges that Client is a governmental entity and that all documents, plans, drawings, photographs, data, and other information prepared for or furnished to Client by Vendor (and Vendor's professional associates and consultants, if any) may be subject to the Texas Public Information Act and/or any other such state, federal, or local laws as may govern information held by the Client. Vendor shall not restrict or otherwise inhibit Client from complying with the Texas Public Information Act and/or any other such state, federal, or local laws as may govern information held by the Client.

7.5. Funding Out

This Agreement shall terminate at such time, if any, that the Board of Directors/General Manager fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

7.6. Software Warranty

The Vendor will be expected to warranty that it has the rights to provide all software and other intellectual property that it will supply under the contract. The Vendor will be expected to indemnify the Authority in this regard.

7.7. Source Code Escrow

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

Vendor will provide appropriate source code to the Client in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Client obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

7.8. Warranty Pertaining to Hardware Recommendation

Vendor represents and warrants that all Software provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

7.9. Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows:

7.9.1. Priority 1

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within one (1) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day.
- If Vendor and Client are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Vendor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a ten percent (10%) credit against the Annual Fees, per incident.

7.9.2. Priority 2

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within two (2) business hours.
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business day.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the Annual Fees, per incident.

7.9.3. Priority 3

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within one (1) business day.

- Resolution time limit – Vendor shall use its best efforts to resolve within two (2) business days.
- Penalty for not adhering to time limits - Client shall receive a two percent (2%) credit against the Annual Fees, per incident.
- Future Releases/Upgrades
- Client shall be entitled to future releases and upgrades, whether of a “minor” or major” nature, of Software for no additional cost beyond the Annual Fees.

7.10. Provision of Client Data upon Termination

Upon termination or non-renewal of this Agreement, Vendor will promptly provide Client data to Client then residing in Vendor’s hosted environment. The Client data shall be provided in ASCII or such other format as may be mutually agreed. Such Client data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again seven (7) days after date of expiration or termination, as applicable.

7.11. Transition Services

Upon expiration or termination of this Agreement, upon Client’s request, Vendor will cooperate with Client and provide services that are reasonably necessary to effectuate an orderly transition to a new system, solution, or provider, provided that Client shall pay Vendor’s then-current rates for such services. Such cooperation and services shall include assistance with data conversion and, at Vendor’s option may include the provision of file layouts to Client on a confidential basis for the purpose of identifying the data Vendor provided to Client.

7.12. Right to Outsource

Software licensed/subscribed to Client may be used by a third-party vendor hired by Client to perform outsource services on Client’s behalf.

7.13. Use of Software by Personnel Who Are Not Employees

Client’s consultants, contractors, external customers, and business partners may access and use the Software under the Client’s direction.

7.14. Disaster Recovery & Disaster Recovery Testing

There will be no additional software costs to process at another site in the event of a disaster that shuts down the primary location where the Software is hosted or for testing at the disaster recovery site.

7.15. Warranty Pertaining to Hardware Recommendation

Vendor represents and warrants that all Software provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

7.16. Payment Terms

It is expected that certain payments will be made to Vendor by Client upon delivery of the Software with additional payments made for Software and Services based on specific project milestones as defined in the Project Schedule. Vendor shall submit to the Client an invoice in a form agreeable to the Client. The invoice shall be accompanied by such supporting documentation as required by the Client.

7.17. Annual Fees

Annual Fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Southwest region or three (3%), whichever is less, for as long as Annual Fees are paid and this agreement between the Client and the Vendor is in effect. Vendor agrees to send an itemized invoice to the Client at least 90 days before Extended Services is up for renewal.

7.18. Solution Longevity

The Vendor certifies that the Software will remain available and fully supported by Vendor for a minimum of ten (10) years from the date the Agreement is signed and that any material changes to Vendor's company or products will not affect the Client's implementation or Extended Services of the Software as long as Client pays the Annual Fees.

7.19. Successor Software Products

In the event Vendor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within seven (7) years of contract signing, Client may transfer the license/subscription for the Software to the Successor Products for no additional Vendor license/subscription fees. In such event, Client shall pay the then-current Annual Fees for the Successor Products, in addition to any services and/or third-party fees associated with the Successor Products.

7.20. Functionality Replacement

The Client maintains the rights to the Software functionality that is licensed/subscribed to herein, even if that functionality later gets renamed or rebundled by Vendor.

7.21. Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Vendor ("Designated Staff"). In the event that a Designated Staff of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within ten (10) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated to fill this representative vacancy, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

7.22. Vendor Access

The Vendor warrants that no 'back door' password or other method of remote access into the Software code exists. The Vendor agrees that any and all access to any Software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

7.23. Software Interfaces

Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the terms or warranties herein.

7.24. Penetration Testing

Vendor conducts annual penetration testing of the production network and/or web application. Vendor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Vendor will provide Client with a written or electronic record of the actions taken by Vendor in the event that any unauthorized access to Client database(s) is detected as a result of Vendor security protocols. Further, Vendor recognizes that Vendor is storing confidential Client data and any breach of security could have a detrimental impact on Client. The Client requires breach notification when residents' computerized personal information is accessed and acquired without authorization. In the event there is such a breach, Vendor will notify Client immediately while the issue is remediated. Vendor will indemnify Client for all costs reasonably incurred by Client due to a breach of security determined to be the result of Vendor's negligence, subject to the limitation of liability in the Agreement. Vendor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at Client's written request. Client may not

attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Vendor network and systems (hosted or otherwise) is prohibited without the prior written approval of Vendor's IT Security Officer.

7.25. Termination for Default

The contract may be cancelled or annulled by the Authority in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the Authority for costs to the Authority in excess of the defaulted contract prices.

7.26. Termination for Convenience

The performance of work or services under this contract may be terminated in whole or in part, upon five (5) calendar day's written notice when the Authority determines that such termination is in its best interest. The Authority shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

7.27. Reservations

The Authority reserves the right to add or delete any item(s) from the bid in whole or in part at the Authority's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The Authority may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items and/or services are being purchased.

7.28. Interpretation

Any questions concerning general instructions and specifications shall be directed in writing to Rhett Clark at rclark@benbrookwater.com. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

7.29. Assignment

The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Authority.

7.30. Documents, Materials and Data

All documents, materials or data developed as a result of this contract are the Authority's property. The Authority has the right to use and reproduce any documents, materials and data,

including confidential information, used in performance of, or developed as a result of this contract. The Authority may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the Authority.

7.31. Terms and Conditions

The terms and conditions of this document govern in event of conflict with any terms of the bidder’s proposal and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing by the General Manager of the Authority. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings. The terms “bidder,” “proposer” and “contractor” used herein each refer to the entity submitting a bid under the terms of this Request for Proposal.

7.32. Execution of the Contract

The contractor shall be required to execute a formal agreement with the Authority within a reasonable time from the award.

8. Contract Terms & Conditions Compliance

8.1. Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. Failure to fully comply with each requirement may result in the voiding of the entire proposal.

No.	Title	Comply	Exception	Not Comply
7.1.	Applicable and Governing Law Clause			
7.2.	Indemnification			
7.3.	Insurance			
7.4.	Public Information Act			
7.5.	Funding Out			
7.6.	Software Warranty			
7.7.	Source Code Escrow			

No.	Title	Comply	Exception	Not Comply
7.8.	Warranty Pertaining to Hardware Recommendation			
7.9.	Resolution and Response Time Warranty			
7.10.	Provision of Client Data upon Termination			
7.11.	Transition Services			
7.12.	Right to Outsource			
7.13.	Use of Software by Personnel Who Are Not Employees			
7.14.	Disaster Recovery & Disaster Recovery Testing			
7.15.	Warranty Pertaining to Hardware Recommendation			
7.16.	Payment Terms			
7.17.	Annual Fees			
7.18.	Solution Longevity			
7.19.	Successor Software Products			
7.20.	Functionality Replacement			
7.21.	Control of Sub-Contractor, Project Team and Project Manager Designation			
7.22.	Vendor Access			
7.23.	Software Interfaces			
7.24.	Penetration Testing			
7.25.	Termination for Default			
7.26.	Termination for Convenience			
7.27.	Reservations			
7.28.	Interpretation			
7.29.	Assignment			
7.30.	Documents, Materials and Data			

No.	Title	Comply	Exception	Not Comply
7.31.	Terms and Conditions			
7.32.	Execution of the Contract			

8.2. Exception Explanation

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

No.	Title	Explanation of Exception

9. Proposal Forms

This section contains various forms that should be prepared and submitted along with the Vendor’s proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Minimum Criteria
- Proposal Signature Form
- Non-Collusion Affidavit
- Vendor Proposal Form
- Client Reference Form
- Verification 89 Form
- Offer Statement and Business Information

Required proposal forms are provided on the following pages.

Minimum Criteria

As noted in Section 5 (Evaluation Criteria) of this RFP, proposed solutions MUST meet all of the following requirements. Proposals not meeting these requirements will be rejected. Vendors should acknowledge acceptance of these terms on the Minimum Criteria Form.

Minimum Criteria	Yes
Minimum Client Software Installations Must have provided software for at least three municipalities of similar size and complexity, one of which is in the State of Texas.	<input type="checkbox"/>
RFP Response Timeliness RFP response is submitted by the due date and time.	<input type="checkbox"/>
Response Authorization The RFP response is signed by an authorized company officer.	<input type="checkbox"/>
Response Completeness Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the Authority's Administration Division Manager to be either a defect that the Manager will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	<input type="checkbox"/>
PCI Compliance Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.	<input type="checkbox"/>

Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein, that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

Criteria	Value
State payment terms:	
State term proposal is held firm for:	
State warranty on equipment:	
State maximum time required for shipping, F.O.B. Benbrook, TX:	

PROPOSAL: ERP System Selection

\$ _____

(Total price)

Firm Name _____

Date _____

Address _____

Telephone _____

Signature _____

(Person executing response and official capacity)

**Names of Principal Officers
(designate official capacity)**

**If partnership or assumed name,
indicate name of owners**

Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL NON-COLLUSION AFFIDAVIT

STATE OF: _____

CITY OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes, and says he/she is the _____
(Name) *(Title)*
of _____ the proposal responder that has
(Company)
submitted to the **Authority** a proposal for an **ERP System Selection** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might, or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud, and that no member of the **Authority** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above-named State and City

this _____ day of _____, _____.
(Day) *(Month)* *(Year)*

(Notary Public)

Vendor Proposal Form

Vendor Name:	
Software Brand Name:	
Software Version Proposed and Number of Years in Production:	
Is Vendor a Prime Contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1. How do you guarantee the services provided by your company?

2. Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).

3. How many fully operational (i.e. Live) customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?

	Texas	Nationally
Local Government		
Other Public Sector		
Other Non-Public Sector		
Overall:		

4. How many fully operations customer installations (i.e. Live), of all version, has the Vendor completed?

	Texas	Nationally
Local Government		
Other Public Sector		
Other Non-Public Sector		
Overall:		

5. How many current system implementations of your solution are *in-process* within both the State of Texas and the Vendor-defined region of the Country that includes the State of Texas?

Current In-Process Implementations

State of Texas

Region

Total:

6. Where is the Vendor's closest support facility / sales office to Fort Worth, TX?

7. Where is the Vendor's company headquarters?

8. What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?

Rates for Additional Implementation Assistance

Skill Set

Hourly Rate

\$ / hr.

\$ / hr.

\$ / hr.

9. Please indicate two separate potential visits of four consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.

Demonstration Date Options

Option

Visit #1

Visit #2

Week of October 31, 2022

Week of November 14, 2022

Week of November 28, 2022

10. What would be the Vendor's preferred comparably sized, site visit location?

11. What is the total duration of your proposed implementation approach?

12. Please list all third-party solutions proposed.

13. What database foundation does the Vendor use and support (i.e. SQL Server, Oracle, etc.)?

14. Is the solution hosted by the vendor or a third party?

15. Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.

16. What is the query tool and report writer that Vendor is proposing?

17. What is your recommended approach to training (End-user vs. train the trainer), for this Authority, and why?

18. Identify the degree to which Vendor staff will be onsite versus off-site during the project.

19. Will the vendor contractually agree to:

	Texas	
Term / Condition	Yes	No
Provide on-site staff for training and implementation	<input type="checkbox"/>	<input type="checkbox"/>
Non-performance holdbacks?	<input type="checkbox"/>	<input type="checkbox"/>
Payment holdbacks until fully operational and formally accepted?	<input type="checkbox"/>	<input type="checkbox"/>
Allow the Authority to approve Vendor staff assigned to help with implementation?	<input type="checkbox"/>	<input type="checkbox"/>
One-year warranty, during which the annual support conditions apply. The first annual support payment would occur after the warranty period expires.	<input type="checkbox"/>	<input type="checkbox"/>

20. Describe how the Vendor's software will be licenses to the Authority (e.g. site license, named users, concurrent users, etc.).

Client Reference Form

Vendor Name: _____

Customer Name: _____

Customer Contact _____

Customer Phone Number: () _____

Customer E-Mail Address: _____

System Which Solution Replaced: _____

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

House Bill 89 Verification Form

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the Authority from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term “boycott Israel” has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this RFP, and the same or substantially similar language must be made a part of the final contractual agreement between the Authority and the successful bidder.

BENBROOK WATER AUTHORITY House Bill 89 Verification

I, _____, the undersigned representative of _____ (hereafter referred to as _____) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE of COMPANY REPRESENTATIVE

On this, the ____ day of _____, 20____, personally appeared _____, the above named person, who, after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

Offer Statement and Business Information

This proposal is submitted in response to the Request for Proposal No. **01-59-2022 ERP SYSTEM SELECTION** and constitutes an offer by this offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer thereon.

_____ AUTHORIZED SIGNATURE		_____ LEGAL NAME OF FIRM	
_____ AUTHORIZED SIGNATURE		_____ TODAY'S DATE	
_____ TITLE	_____ TELEPHONE NUMBER	_____ FAX NUMBER	
_____ ADDRESS OF FIRM			
_____ CITY	_____ STATE	_____ ZIP CODE	
_____ E-MAIL ADDRESS			

ADDENDA ACKNOWLEDGED

Addendum No.	_____	Initial	_____
Addendum No.	_____	Initial	_____
Addendum No.	_____	Initial	_____

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.
Yes No

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Fort Worth, State of Texas.
Yes No

NON-RESIDENT CERTIFICATION: Our principal place of business is _____