City of Waco, Texas

Request for Proposal
RFP No. 2022-100
Permitting and Inspection Software

Issue Date: February 6, 2023

Closing Date & Time: March 13, 2023 at 2:01 p.m.

Opening Date & Time: March 13, 2023 at 2:01 p.m.

RFP Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas

For Information Contact: Christopher Hanchard, Purchasing Agent, 254-750-6640

Pre-submittal Meeting Location: **Via Zoom Link:**
                                      1415 North 4th St, Waco, Texas, 76707
                                      On February 21, 2023 at 10:00 A.M.

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com

ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	RFP 2022-100
DATE:	02/21/23
TIME: CENTRAL	10:00 AM
QUICK LINK:	https://wacotx.zoomgov.com/j/1614335877?pwd=SVo4Q3MvWHZEa0NIdlZoR0hjKzd5dz09
MEETING ID:	161 433 5877
DIAL IN NUMBER:	551 285 1373
PASS CODE:	165295
ADDITONAL INFORMATION:	Pre-Submittal Meeting for RFP 2022-100 Permitting and Inspection Software

BID/ PROPOSAL OPENING	
BID NUMBER:	RFP 2022-100
DATE:	03/13/23
TIME: CENTRAL	2:00 PM
QUICK LINK:	https://wacotx.zoomgov.com/j/1616691919?pwd=WlJjbWZNeHo0NXBKM0VvbDkrYXV2QT09
MEETING ID:	161 669 1919
DIAL IN NUMBER:	551 285 1373
PASS CODE:	290814
ADDITONAL INFORMATION:	Proposal Opening for RFP 2022-100 Permitting and Inspection Software

TABLE OF CONTENTS

City of Waco, Texas

RFP No. 2022-100
Permitting and Inspection Software

REGISTER INTEREST

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-6640. You may also scan this page and email to: christopherh@wacotx.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____
Fax:_____

Mailing Address: _____

_____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco. Notices and addenda are posted on the City's website and can be accessed at: https://www.waco-texas.com/Departments/Purchasing/Purchasing-Rules-Policies

City of Waco Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com

I. Schedule for Solicitation Competitive Sealed Proposal

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFP	February 6, 2023
Pre-submittal Meeting	February 21, 2023
Deadline for questions is 5:00 p.m	February 27, 2023
Proposals due by 2:00 p.m.	March 13, 2023
Proposal Opening at 2:01 p.m.	March 13, 2023
Evaluation of submission	March 14, 2023 - March 20, 2023
Interviews or presentations may be conducted.	

Tentatively, the final selection decision will be made and submitters will be notified of award March 21, 2023. This schedule is subject to change by the City.

II. Contact with City of Waco

The contact person for this solicitation process is: Christopher Hanchard, Purchasing Agent who can be reached at:

Email: christopherh@wacotx.gov   **Telephone**: (254) 750-6640 **Fax**: (254) 750-8063

Questions concerning the solicitation must be submitted to the contact person **in writing** on or before date shown in the schedule above.

Via U.S. Mail:	**Via Delivery Services/Personal Delivery :**
City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent 1415 North 4th Street Waco, Texas 76707 **NOTE: US Mail does NOT deliver to street address**

Contact with someone other than the Purchasing Agent listed above or his/her designated representative at the City of Waco concerning this solicitation may be grounds for removal from consideration.

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available http://www.waco-texas.com/bids.asp. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFP, including contract forms, plans, specifications, any bond forms, and any other contract documents related to this project, are available at http://www.waco-texas.com/bids.asp.

III. Definitions

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

(1)   "City" means and refers to the City of Waco, Texas.

(2)   "Company" or "Firm" means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.

(3)   "Proposal" or "Submission" or "Submittal" refers to a response submitted to an RFP.

(4)   "Project Review Committee" means a committee established by the City to review and score the submitted Proposals. The Committee may be composed of City of Waco staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.

(5)   "RFP" means and refers to this Request For Proposals.

(6)   "Selected submission" means and refers to the submission sent to the City of Waco by the Selected Firm.

(7)   "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.

(8)   "Solicitation" means an RFP issued by the City Waco seeking products or services described in the document.

(9)   "Submitter" or "Vendor" or "Proposer" or "Contractor" means a firm that submits a response to a solicitation.

(10)   "Contract documents" includes the RFP and all of the Appendices attached to the RFP.

(11)   "Day" means a calendar day unless otherwise specifically defined.

IV. INTRODUCTION

A. Background

The City of Waco is located in McLennan County, Texas. Waco has a population of approximately 142,225 residents. The City of Waco Departments of Development Services, Environmental Health and Public Works (hereafter referred to as "the Department" or "the City") are the department(s) responsible for reviewing, tracking, and permitting all of the land development, subdivision platting, building permitting, licensing and infrastructure improvements within the city.

On an annual basis, the department issues approximately 700 new single-family residential construction permits, 450 commercial building permits, 20 site grading permits, 150 subdivision plats, 7500 trade permits, 2400 environmental health permits (food, mobile food, child/adult care, etc.), 9500 code compliance notices and over 64,000 inspections.

The permitting and land management software currently used by the department is Enterprise Permitting & Licensing (previously known as Energov), a product by Tyler Technologies. Enterprise was introduced to the department in 2014 as a replacement for MyGov. The software is used for all permit tracking, land use management, contractor and business licensing, planning processes, and inspections.

While the software has adequately served us over the years, with our current growth rate, we are experiencing the need to explore more robust and automated systems.

B. Purpose

The department is seeking to procure a new software system to serve as its core application to replace Enterprise. This software system will be used to manage workflows and record-keeping related to a variety of engineering projects, planning functions, building permits, trade and business licenses, code enforcement cases, daily inspections, and regulatory enforcement programs. It will also be used to track and manage information for all Waco buildings and properties, such as building occupancies, unit counts, type of construction, and similar enduring characteristics that extend beyond a normal permit life cycle. Said system is hereafter referred to as "the software" or "the system".

The purpose of this RFP is to solicit proposals for the most appropriate software system from a qualified Vendor at a firm, fixed price, including implementation services. For the purposes of this RFP, a "Vendor" is a company that can provide goods and/or services to the City of Waco and has submitted a response to this RFP. The terms "Vendor" and "Proposer" may be used interchangeably in this document.

The City prefers to purchase an existing system that is commercially available without major customizations, in use by similar agencies in other jurisdictions of a similar size and complexity, and proven to operate effectively over time.

The City prefers to purchase from a Vendor who has demonstrated long-term viability as a company and a long-term commitment to customers through regular product enhancements and ongoing support.

The City is seeking a Vendor that provides a proven, effective and carefully structured approach to the implementation of the chosen system. In this context, implementation refers to all efforts required to provide a complete and functioning system and to prepare the City to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, data conversion/migration, end user and technical documentation, project management, implementation change management, and post-implementation warranty support.

Although the City is requesting proposals for complete systems, including software and services that include any and all third-party components, the City at its sole discretion, may choose not to acquire all optional system components. The City may also exercise the option to procure third-party components directly, in addition to or in lieu of any identified in specific proposals.

C. Objectives

Our objective is to provide a next-generation replacement to our current permit system that will provide core tracking and workflow functionalities, as well as to integrate closely with other department tools and systems (such as electronic payment, geographic information systems, billing, and financial management, management reporting, etc.) to provide a seamless overall experience for the department's internal and external customers.

The system should provide a workflow-automation solution that enables inter-departmental communication and collaboration and should provide configuration tools to enable the City to easily add new application types, custom fields, workflow, letters, and process rules customized to reflect the business practices of Waco without relying on outside consultants or vendors.

The City of Waco would like to use a centralized database, as outlined in Appendix D, Technical and General section, that acts as the centerpiece for all modules. The software must allow users to link to GIS data and provide mapping capabilities within the application. It must also enable citizens and contractors to perform common business tasks, apply for permits, check permit status, and request inspections via the Internet. It should also provide staff with the capability to access applications and services in a connected or intermittently connected state from the field.

The software/system should integrate with Tyler Munis, Rock Solid OneView for citizen engagement, Esri for location verification and mapping and SolarAPP+ for solar permitting. For credit card transactions, the system must use a payment gateway that is compatible with Wells Fargo Merchant Card Services, the City's exclusive processor for credit card transactions.

Electronic plans review functionality is required.

D. Major Goals

- Improve turnaround time for development-related projects and permit applications
- Increase accuracy and consistency of application processing to ensure quality and customer service
- Improve staff productivity by reducing time lost in researching status and project history and improving accessibility to information
- Reduce the reliance on multiple disparate data sources in managing the permit and planning processes
- Provide true mobile applications with real-time updates for our inspectors in the field.
- Enhance customer satisfaction by streamlining the application process and providing access to services online
- Reduce staff processing time through the automation of certain processes.
- Reduce errors and remove complexities from fee collection by providing a structured framework for fee assessment, collection, and tracking
- Improve communication and information flow among departments
- Integrate land development information using a GIS base
- Reduce legal exposures by keeping accurate logs of project and permit history
- Facilitate rapid or automated responses to Open Records Requests
- Build the structure for future upgrades and improvements, and for compliance with new technologies.
- Reduce or eliminate paper plans, permits, and applications
- Enable a modernized system that provides advanced reporting and customizable dashboards that increase transparency and visibility into all areas of the system.
- Improve customer satisfaction with advanced surveys and user satisfaction modules to quickly measure how we are serving our customers.

V. REQUESTED SERVICES

A.   **Scope of Services**

The scope of the project is to automate the processing of project data and record tracking. This encompasses the regulation of land development activities such as plan review, planning functions, permit and license issuance, inspections, bond requirements, issuance of certificate-of-occupancy, and enforcement of code requirements and activities.

The vendor should provide a complete solution, including software, project planning, implementation services, conversion assistance, user training, and support. The vendor should provide integration services to transition from our current software to the chosen platform while maintaining access and use of our current and historical data. The maintenance and accurate migration of our current digital archive are critical, should not be limited, and should include all data and attachments from our current database. Vendors that are unable to accurately detail the migration plan and what data will be included and migrated to the new platform will not be considered.

The department anticipates a maximum of 60 internal users, of which 34 are anticipated to be mobile users. Citizen/external access is expected to be unlimited. While the annual workflow numbers outlined in the Introduction of this RFP are just a sample of our volume, that information should be used to help determine the system requirements. Based on the anticipated system requirements, the vendor will specify the hardware/network infrastructure necessary for the vendor's system to operate as intended.

(1)   Detailed drawings, scope of services, and/or specifications are attached as Appendices.

(2)   A digital version of this document can be obtained from the City of Waco website at http://www.waco-texas.com/bids.asp.

B.   **Terms, Conditions, and Requirements**

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

C.   **Duration of Service:**

It is anticipated by the City of Waco that this project duration will be negotiated with the awarded contractor. Additionally, work will not be performed on Saturdays, Sundays, or City holidays unless specifically approved by City. Since "day" is defined as a calendar day, Saturdays, Sundays, and City holidays shall be counted as days and included in calculating the Contract time. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City. The Contractor shall be responsible for all City staff and third-party time, costs, expenses, and overtime for work performed on Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work. Contractor shall include sufficient weather days as appropriate for the time of year and overall duration of the work within its proposal.

C.   **Reservations by City:**   The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse proposers for any costs incurred during the preparation or submittal of responses to this solicitation.

   (1)   Furthermore, the City expressly reserves the right to:

      (a)   Waive any defect, irregularity, or informality in any submittal or procedure;

      (b)   Extend the solicitation closing time and date;

      (c)   Reissue this solicitation in a different form or context;

      (d)   Procure any item by other allowable means;

      (e)   Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or

      (f)   Extend any contract when most advantageous to the City, as set forth in this solicitation.

      (g)   Retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

CI.   **REQUEST FOR PROPOSALS – SUBMISSION AND AWARD PROCEDURES**

CII.   **Requirements**

   (1)   Proposals should be kept to the minimum necessary length to explain the proposer's attributes and pricing. Typed responses are preferred in Times New Roman, Arial or Calibri font. Responses must be clear and may be subject to disqualification if illegible.

   (2)   **Proposals** should include one (1) original and three (3) copies of the qualifications and proposal on 8 ½ by 11 paper, and one copy on CD/ DVD or thumb drive containing the following information:

      (a)   Cover sheet showing containing RFP number, project name, and proposer's name, address, and telephone number

      (b)   A brief company history.

      (c)   Completed and signed copies of Forms included in Appendix C.

      (d)   A short narrative of the proposer's approach to the project and a statement of understanding targeting the specific nature of this project.

      (e)   Information on the proposer's current workload and ability to complete the project.

(f)   Certificate showing current insurance coverage.

(g)   Pricing/Cost Information – Pricing Forms

1.   All pricing and cost information is to be submitted less *Federal Excise* and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

B.   Completeness of Submission

(1)   Proposers are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.

(2)   The proposer must attach all required forms with each submission copy. Forms must be signed by a representative of the proposer authorized to bind the proposer contractually. The proposer must include a statement identifying any exceptions to this RFP or declare that there are no exceptions taken to the RFP.

C.   Response Date and Location

Responses to this solicitation must be received at the office of Purchasing Department as stated in the Schedule for Solicitation Competitive Sealed Proposal.

Interested parties may submit their proposals **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services
Attn: Christopher Hanchard, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

Interested parties may also submit their proposals through **U.S. Mail** delivered to:

City of Waco Purchasing Services
Attn: Christopher Hanchard, Purchasing Agent
P.O. Box 2570
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the proposal due date for U.S. Mail delivery. If the Purchasing Office has not received the proposal by the stated deadline, the proposal will be returned unopened.

All submissions shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

"RFP 2022-100 Permitting and Inspection Software"

Proposals will be opened at 2:01 p.m. (Central Time) **on:**
March 13, 2023.

Proposers accept all risk of late delivery submissions regardless of instance or fault. A proposal received after the submission deadline will not be considered and will be returned unopened to the submitter.

The City will NOT accept a proposal submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

D.   Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

(1)   Submit a written notice of the modification WITHOUT revealing the pricing/cost or terms information. The modification should provide the addition, subtraction, or other modifications so that the final pricing/costs or terms will not be revealed to the City until the sealed proposal is opened.

(2)   The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.

(3)   If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the proposer and submitted to a delivery company (UPS, FedEx, etc.) prior to the proposal closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the proposal, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the proposer who can provide proof of his authority to act for the proposer. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the proposer may submit a new sealed proposal provided the new proposal is received prior to the closing date and time deadline stated on page 1. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

E.   Submission Validity Period

A submission responding to this RFP signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the

submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful proposer.

F.   Cost to Develop Submission

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the proposer and shall not be reimbursed in any manner by the City.

G.   Evaluation Procedures

The proposals will be initially reviewed and evaluated by a Project Review Committee. Each proposal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the proposal.

H.   Vendor Presentation

The evaluation by the Project Review Committee will be presented to the City Manager or Executive staff, who will determine whether proposers may be invited to make a formal presentation of their proposal and/or sit for a panel interview. There is no obligation for the City to host interviews in order to make the final selection

I.   Evaluation Criteria

The following criteria will be used to evaluate the submittals (scoring points available):

Criteria	Scoring Points Available
Firm Qualifications and Experience	30
Project Management and Change Management Approach	20
Support and Training Approach:	15
Feature, Functionality and Ease of Use solution presented:	25
Communication Ability and Quality of Presentation	10
TOTAL AVAILABLE POINTS	100

J.   Final Selection

Based on all information reviewed and presentations/interviews (if conducted), the City Manager or Executive staff shall establish the final ranking of the proposals.

(1)   During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers.

K.   **Contact Award and Execution**

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed $50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

APPENDIX A

(1)   Pricing Form

Pricing Form

RFP 2022-100 Planning and Inspection Software					
Proposal Summary	**No data entry is required in the Proposal Summary. Comments are optional for each Cost Category.**				
Cost Category	One-Time Cost	Year 1	Year 2	Year 3	**Comments**
Software Solution					
Software (i.e., yearly maintenance)					
Software support (i.e., yearly support contract if not included)					
Implementation Services (I.e., Project Management)					
Training Services					
Data Conversion Services					
Interfaces					
Modifications					
Travel & Lodging Costs					
Discount (if applicable)					
Grand Total					
Overall Grand Total (3-year Contract)					
Is this price on a cooperative purchasing agreement?					
Cooperative Agreement and Contract Number?					

APPENDIX B

Contract Requirements

(1) City of Waco General Terms and Conditions
(2) Additional Terms and Conditions for Commodities and Products
(3) Insurance & Indemnification Requirements
(4) Worker's Compensation
(5) Sales Tax Information
(6) HB 1295 Form Information
(7) Protest Procedure

General Waco Terms and Conditions

(a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

(b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.

(c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.

(d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.

(e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.

(f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.

(g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.

(h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

(i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

(j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

(k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.

(l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.

(m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

(n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.

(o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

(p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

(q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.

(r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

(s)   **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

(t)   **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.

(u)   **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

(v)   **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:

1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

(w)   **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Additional Terms and Conditions for Commodities and Products

(a) **Recycled Products:** Bidders are encouraged to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the specifications.

(b) **Prices Quoted:** Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping locations in Waco, Texas, unless otherwise specified in the RFP. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned. Bids must be firm, unless a bidder believes it necessary to base its price on price adjustment, then such a bid may be considered but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFP. Pricing must be entered on the bid sheet in ink or typewritten.

(c) **Price Discrepancy.** In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension.

(d) **Delivery Terms and Transportation Charges:** F.O.B. destination Waco, Texas, unless delivery terms, and costs, are specified in the Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.

(e) **Title & Risk of Loss; Delivery & Transportation Charges:** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery. Delivery shall be **F.O.B. destination Waco, Texas**, unless delivery terms, and costs, are specified in Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.

(f) **Shipment Under Reservation Prohibited:** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

(g) **Vendor Responsible For Packaging Goods:** The vendor will package goods in accordance with good commercial practice. Vendor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Each shipping container shall be clearly and permanently marked as follows:

   1. Vendor's name and address;

2. The City of Waco, applicable department, address and purchase order or purchase release number and the supply agreement number (if applicable);

3. Container number and total number of containers, e.g., box 1 of 4 boxes; and

4. The number of the container bearing the packing slip.

(h) **Right of Inspection:** City shall have the right to inspect the goods at delivery before accepting them.

(i) **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Vendor will not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Vendor may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

(j) **Special Tools & Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Vendor as such.

(k) **Warranty-Price:** The price to be paid by the City shall be that contained in Vendor's bid which Vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, reduced to the Vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Vendor for breach or Vendor's actual expense.

(l) **Warranty for Product:** The Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City.

(m) **Safety Warranty:** Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Vendor's expense. In the event Vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at Vendor's expense.

(n) **Invoicing & Payments:** Vendor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A

copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to Fiscal Services Department, P.O. Box 2570, Waco, TX. 76702-2570. Payment shall not be due until the above instruments are submitted after delivery.

(o) **Force Majeure:**   In the event performance by Vendor of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Vendor shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

Vendor shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Vendor and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.

(p) **Cancellation:**   City shall have the right to cancel for default all or any part of the undelivered portion of the contract if Vendor breaches any of the terms hereof including warranties of Vendor. Such right of cancellation is in addition to and not in lieu of any other remedies that City may have in law or equity.

(q) **Termination:**   City may terminate the contract for convenience for any reason. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Vendor shall be paid for completed work/deliveries that satisfy all of the requirements of contract documents. Such right of termination is in addition to and not in lieu of the rights of City set forth elsewhere in the contract documents.

(r) **Sustained Damages:** In the event the City terminates the awarded contract for breach or any other reason, the Vendor shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Vendor or otherwise, and the City may withhold any payments to the Vendor for the purpose of an offset until such time as the amount of damages due the City from the Vendor can be determined.

(s) **Modifications and/or Alternate Submission**

   1. Definitions:

      i. Modifications. A Modification shall mean a limited change to the specifications or part(s) of the solicitation. Example: an item is specified in the color blue; however, blue is not available but gray or white can be supplied. The basic

function of the item is unchanged by accepting a different color and as such will be considered as a Modification.

    ii. Alternate Submission. An Alternate Submission shall mean a major or complete change to a Specification or provisions of the solicitation that substitute for the item or terms as specified. Example: A 3\4 ton 2 wheel drive vehicle is specified, but a submission is made suggesting that a one-ton 4x4 vehicle will be an equal. Such a large variance from the original specification will be considered an Alternate Submission.

2. The purpose of this solicitation is for the City of Waco to purchase equipment and/or services as specified and controlled by this solicitation. Any Modifications and/or Alternate submissions to the specifications stated in this solicitation must be in writing, attached to, and submitted with the submission documents. Absence of noted Modifications and/or Alternate submission will be interpreted to mean that the item/service quoted is in exact accordance with all of the solicitation provisions.

3. If a Modification to a specification or term is submitted, the submitter should clearly state that and identify the specification or term that the submitter seeks to modify. Failure to clearly state the Modification shall be interpreted to mean the item/service quoted is in exact accordance with all solicitation provisions.

4. If a submitter makes an Alternate submission to the solicitation, the submitter should be very clear in stating whether the intent is to comply with the City's specification if the Alternate submission is not accepted. In the Alternate submission, the submitter shall clearly state the difference between the Alternate submission and the City's specification or terms. Failure to clearly state the difference in the Alternate submission shall be interpreted to mean the item/service quoted is in exact accordance with all solicitation provisions.

5. A submitter which is NOT making a submission based on the exact specified equipment, or services, is required to furnish with the submission a complete detailed description and specifications of each item upon which being submitted, supported by the manufacturer's catalog, photographs, guarantee, complete name, and/or any other pertinent information.

6. An Alternate submission item must reflect the general appearance, design, dimensions, or color of the item specified, and must be of equivalent materials, function, quality, construction, performance and suitability of the item(s) specified within the solicitation documents.

7. Approval of an Alternate submission item and/or service remains with the City and the City's decision in all cases is final.

8. A submission that has been opened may not be changed for the purpose of correcting an error in the price nor to submit Modifications and/or Alternate submission.

9. Samples of specified items or Alternate submission items, if required, shall be furnished free of expense to the City, and if not used or destroyed in examination and testing, will be returned to the submitter, if requested, at the submitter's expense. High value or high cost items will not be required for submittal and/or testing. However, information will be required that will allow the City to perform an adequate evaluation of a proposed product. This may include supplying references (names, phone numbers, etc.) of current owners of

the Alternate submission items. Each sample submitted must be marked with submitter's name and address and solicitation reference number.

City of Waco Insurance & Indemnification Requirements
Professional Services – Technology / No Cyber (07-03-2019)

Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	$1,000,000/$1,000,000/$1,000,000
Commercial General Liability Including: • Premises/Operations • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability	$1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Tech E&O Liability	$1,000,000

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Modification of Insurance Requirement: The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4th Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

Workers' Compensation Coverage Information

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically **Texas Labor Code – Section**
406.96 directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) the **contractor** provides workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) the contractor receive a certificate from each **subcontractor** showing that every employee of the subcontractor is covered by workers' compensation insurance. Texas Labor Code – Section 406.096 states:

Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS.

(a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

28 Texas Administrative Code Section 110.110(c)(7) follows:

Texas Administrative Code Title 28 Section 110.110(c)(7) requires the following language to be contained in building and construction bid specifications and contracts:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC- 83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(l) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmentalentity.

INFORMATION ABOUT FORM 1295 DISCLOSURE

Beginning January 1, 2016, a business entity entering into a contract which is approved by the Waco City Council for services, goods or other property to be used by the City of Waco was required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. A Form 1295 may also be required if a contract with the City is changed, amended, extended, or renewed.

House Bill 1295 found in Texas Government Code Chapter 2252 requires a "business entity" that:

      (1) enters into a contract which must be approved by the Waco City Council

      (2) for services, goods or other property

      (3) to be used by the City of Waco

to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. It includes <u>for-profit and non-profit entities</u>. A contract with an individual is not a contract with a business entity.** A Form 1295 is not required for contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

The Texas Ethics Commission has adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295 (approved in 2015).

Form 1295 requires disclosure of interested parties (a) who have a controlling interest in a business entity with whom the government entity contracts <u>or</u> (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity entering into a contract for services, goods or other property with the City of Waco must use that website application to enter the required information on Form 1295 and then print or download a copy of the form. The printed Form 1295 will have unique certification number assigned by the Commission in the upper right part of the Form. An authorized agent of the business entity must sign a printed copy of the Form. The executed Form 1295 must be filed with the City of Waco. The form can be scanned and emailed to the City, faxed to the City, mailed to the City, or delivered to the City. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website.

TEXAS SALES TAX EXEMPTION INFORMATION

This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html
or
http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

(1) List itself (the contractor) as the purchaser and complete required information;

(2) Fill in the name and required information about the seller;

(3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};

(4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: http://www.window.state.tx.us/taxinfo/sales/
In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:
http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm

Rules related to sales tax in the Texas Administrative Code can be found at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y

01-339 Front

(Rev.4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone *(Area code and number)*
Address *(Street & number, P.O. Box or Route number)*	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number *(must contain 11 digits)*	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico *(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)*	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, _____ State, _____ ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date

This certificate should be furnished to the supplier.

Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, _____ State, _____ ZIP _____ code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

Procedure to Protest Award Recommendation

A. If a firm or person believes it is injured as a result of an RFP, a written protest may be filed.

B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707,** or by certified mail, return receipt requested, to the following address:

Purchasing Services c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570

C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.

D. The written protest must include the following information before it may be considered:

   1. Name, mailing address, and business phone number of the protesting party;

   2. Identification of the RFP being protested;

   3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and

   4. Any documentation or other evidence supporting the protest.

E. In conjunction with the department that requested the RFP, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.

F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.

G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

H. If a protesting party fails or refuses to request a review by the city manager within the three (3) the protest is deemed finalized and no further review by the city is required.

I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

APPENDIX C

Forms to Complete and Return

(1) Submission of Bid/Proposal and Acknowledgment of Addenda
(2) Business Identification Form
(3) Conflict of Interest Questionnaire (CIQ form)
(4) Disclosure of Relationships with City Council/Officers (City Charter)
(5) Minority/Women Owned Business
(6) HB 89 Israel Form
(7) HB 89 Energy Form
(8) HB 89 Gun Form
(9) Application for Local Preference Consideration
(10) Litigation Disclosure
(11) Certification Regarding Debarment
(12) Non-collusion Affidavit
(13) Texas Public Information Act
(14) Drug-Free Free Workplace

SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFP No. 2022-100

ISSUED BY CITY OF WACO, TX

The entity identified below hereby submits its response to the above identified RFP. The entity affirms that it has examined and is familiar with all of the documents related to RFP.

DECLARATION OF INTENT

As per the "SUBSTITUTIONS" section of the "STANDARD INSTRUCTIONS FOR ALL BIDS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

    1. to the exact Specifications and the Terms and Conditions of the bid documents.

    2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.

or

    3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Addendum No_____issued _____

Date: _____

Proposal of (entity name) _____

Signature of Person Authorized
to Sign Submission: _____

Signor's Name and Title
(print or type): _____

PLEASE SIGN AND RETURN WITH BID

BUSINESS ENTITY IDENTIFICATION

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: _____

Doing Business As (assumed name): _____

Main Contact Person: _____

Registered Office Address: _____

Business Phone #: _____ Fax#: _____

Email Address: _____ DUNS Number: _____

Check the appropriate box to designate the type of business entity and complete the information below.

Is entity:

☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation

☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Company ☐ Professional Limited Liability Company

☐ Other _____

Date Business Started: _____ State Where Started: _____

If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See http://www.sos.state.tx.us/corp/foreign_outofstate.shtml

Publicly traded company ☐ No ☐ Yes – Where Traded: _____

Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below -

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address *(if different from above)*	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as the *{title}*_____ of

{business entity} _____ , certify that the attached

document authorizes *[name of person]* _____ to execute

contracts and other documents on behalf of said business entity and said document has not been revoked,

altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____ , 20_____

_____
(Signature)

_____
Print Name

Attach Document to this Form

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of _____
<div align="center">(Name of Corporation)</div>

that _____ is hereby authorized to execute a contract with the
<div align="center">(Name)</div>

City of Waco to complete/construct_____
<div align="center">(Name of Project, Project No.)</div>

_____, Secretary is authorized to attest he signature binding the corporation.

                                                        _____

     (Corporate Seal)   Corporate Name

                                                         By: _____

                                                         Title: _____

ATTEST:

_____
Secretary of Corporation

CERTIFICATION

I,_____, certify that the above resolution was
<div align="center">(Secretary of Corporation)</div>

adopted by the Board of Directors of _____
<div align="center">(Corporation)</div>

at a meeting on the_____day of_____, 20___.

                                                _____

                                                (Signature of Secretary)

                                                _____

                                                (Print Name of Secretary)

                                                _____

                                                (Email Address)

AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION OR PARTNERSHIP

Name of Business Entity: _____

Which is: ☐ Corporation   ☐ Professional Corporation   ☐ General Partnership
           ☐ Limited Partnership   ☐ Limited Liability Partnership   ☐ Limited Liability Company
           ☐ Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: _____

Title: _____

I declare under penalty of perjury that the above is true and correct.

_____
Signature

_____
Print Name

_____
Print Title

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, A.D., 20_____.

(seal)

_____
Notary Public

My Commission Expires:

_____

INSTRUCTIONS FOR CONFLICTS OF INTEREST
QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?
Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?
When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

When does a conflict requiring disclosure exist? What has to be revealed?
- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
  (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  (3) has a family relationship with an officer of the City of Waco.

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Waco?
Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?
No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than $100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted**: one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.
  4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
  4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of

Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

	OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

2   ☐   **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3   Name of local government officer about whom the information is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

_____
Name of Officer

4   Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes   ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes   ☐ No

5   Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Identify and describe the relationship, if applicable

6   ☐   Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature required -- so sign and date, even if no conflict

_____   _____
Signature of vendor doing business with the governmental entity   Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A)   a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B)   a transaction conducted at a price and subject to terms available to the public; or

(C)   a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
>   ***

(2) the vendor:

(A)   has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i)   a contract between the local governmental entity and vendor has been executed; or

(ii)   the local governmental entity is considering entering into a contract with the vendor;

(B)   has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i)   a contract between the local governmental entity and vendor has been executed; or

(ii)   the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1)   has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2)   has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3)   has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1)   the date that the vendor:

(A)   begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B)   submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2)   the date the vendor becomes aware:

(A)   of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B)   that the vendor has given one or more gifts described by Subsection (a); or

(C)   of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

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

2   ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3   **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4   **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes   ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes   ☐ No

5   **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6   ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____   _____
Signature of vendor doing business with the governmental entity   Date

DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. **Name of Entity/Business/Person doing business with City**: _____

   Is the above entity: (**Check one**)

   ☐ A corporation   ☐ A partnership   ☐ A sole proprietorship or an individual
   ☐ Other (specify): _____

   Check all applicable boxes.

2. **Is any person involved as an owner, principal, or manager of name listed in #1 <u>related to or financially dependent</u> on Council member, officer, or employee of the City of Waco?**

   ☐ NO -- there is no such relationship between Entity/Business/Person and the City of Waco.

   ☐ **YES, a person who is a/an**   ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

   is: (**Check all applicable boxes below**)

   ☐ related to by blood or marriage*   and/or ☐ a member of the same household as

   and/or ☐ financially dependent upon**   and/or ☐ financially supporting**

   to a City of Waco ☐ City Council member,   ☐ officer   or   ☐ employee.

   * As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

   ** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

   If **YES**, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. **Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?**

   ☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).

   ☐ **YES, a person is** (**Check all applicable boxes**)

   (a) **a current City of Waco**   ☐ City Council member,   ☐ officer or ☐ employee,

   (b) **and is**   ☐ an owner, ☐ a principal, or ☐ a manager   of the entity/business/person listed in #1,

   or   ☐ an employee or ☐ an independent contractor   of the entity/business/person listed in #1.

   If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

   _____

   _____

   Signature: _____ Phone #: _____ Date: _____

   Print Name: _____ Print Title: _____

Revised 12/30/2014

CITY OF WACO
PURCHASING
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

_____ YES   _____NO

If yes, check one of the blocks (indicate male or female):

Black M/F____;   Hispanic M/F____;   Woman____;   Asian M/F____;

Native American M/F____;   Service Disabled Veteran of 20% or more M/F____.

HUB certified _____ YES   _____ NO

COMPANY NAME:_____

AUTHORIZED SIGNATURE: _____

TITLE:_____

DATE:_____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

       1.   Company does not boycott Israel; and

       2.   Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

☐   Contractor is a sole proprietor; or

☐   Contractor has less than 10 full-time employees; or

☐   Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

      1.   Company does not boycott energy companies; and

      2.   Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

      (1) "Boycott energy company" means without an ordinary business purpose, 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 with a company because the company:

      (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

      (2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

       ☐   Contractor is a sole proprietor; or

       ☐   Contractor has less than 10 full-time employees; or

       ☐   Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1.   Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

2.   Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) " Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association, to:

(i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

(iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive

by a regulatory agency; or

           (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

           (4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

           (5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

           (6) "Firearm entity" means:

           (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

           (B) a sport shooting range as defined by Section 250.001, Local Government Code;

           (7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

           (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

           (B) has two or more firearm entities as members; and

           (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

☐ Contractor is a sole proprietor; or

☐ Contractor has less than 10 full-time employees; or

☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

APPLICATION FOR LOCAL PREFERENCE CONSIDERATION

Section 271.905 (b) of the Texas Local Government Code
"CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS:

If you DO NOT have your principal place of business located within the City of Waco city limits – STOP – do not fill out this form.

Texas Local Government Code Section 271.905 (b): In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:
(1) the lowest bidder; or
(2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

THIS "APPLICATION FOR LOCAL PREFERENCE CONSIDERATION" DOES *NOT* MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:
1. **Complete this form; and**
2. *Describe in writing, and attach supporting documentation*, **the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.**

I certify that I am a local bidder.

COMPANY NAME: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS **(DO NOT PUT P.O. MAILING ADDRESS)**:

_____

PRINTED NAME: _____

SIGNATURE: _____

   *** Read item #2 above BEFORE signing. ***   **PLEASE SIGN AND RETURN WITH BID**

CITY OF WACO

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐ Yes   ☐ No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

☐ Yes   ☐ No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

☐ Yes   ☐ No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.

CITY OF WACO

INSTRUCTIONS FOR CERTIFICATION REGARDING
Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion

1.	By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.

2.	The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3.	The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4.	The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5.	The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6.	The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7.	A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

8.	Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9.	Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Purchasing Department
Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

CITY OF WACO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Project Name: _____

Location: _____

RFB/RFP #: _____

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

(1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

(2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Company

_____
Name and Title of Authorized Representative

_____
Signature   Date

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF_____§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at 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 the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____
Title: _____
Company: _____
Date: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ _____ (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this_____day of _____ A.D., 20___.

_____
(Seal)   Notary Public Signature

TEXAS PUBLIC INFORMATION ACT
Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages:_____

_____

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature:_____Date: _____

Print Name:_____Print Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID   Revised 10/15/2012

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
   (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
   (b) establishing a drug-free awareness program to inform employees about:
       (1) the dangers of drug abuse in the workplace;
       (2) Contractor's policy of maintaining a drug-free workplace;
       (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
       (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
   (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
       (1) abide by the terms of the statement; and
       (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
   (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
   (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
       (1) taking appropriate personnel action against such an employee, up to and including termination; or
       (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
   (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____   Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

APPENDIX D

(1) Functional Requirements

Vendor Response Columns

In the Vendor Response Columns, you will enter an "X" in the appropriate column as to what degree your system will meet the requirement based on the possible responses below. These are the only columns in which you should enter responses. No changes should be made to any other column.

Fully Meet - the application satisfies our needs "out-of-the-box"

Meet with config - System can meet the requirement with a configuration (configurable by user, no effect on future upgrades, etc.)

Meet with custom - System can meet the requirement with a customization (modification to code, impairs future upgrades, etc.)

Meet with 3rd party - System can meet the requirement using a third party.

Cannot Meet - System cannot meet the requirement.

Comments - Should you need to add comments to clarify your responses further, please use the space provided in the column entitled Comments. If there is insufficient space for your explanation, you can include additional information in the appendices of your proposal and reference the appropriate appendix in the comment column.

Functional Requirements

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
Technical and General								
	TECHNICAL							
1.1.1	Base Operating System requirement: Microsoft Server 2019 or above							
1.1.2	Interoperability with either Microsoft SQL 2019 or above							
1.1.3	Microsoft licensing must be purchased by the City of Waco to be included on the Microsoft EA contract.							
1.1.4	Desktop platform requirements Microsoft Windows 10 or above.							
1.1.5	GIS integration with ERSI products - ArcGIS Server 10.5.1 through 10.9.1							
1.1.6	Integration with Munis ERP							
1.1.7	User integration with Microsoft Office suites (O365) for email, forms, spreadsheets, and word processing. Ability to export data to MS Excel format.							
1.1.8	Full-featured integration with MS Outlook and supports MS Exchange for the purpose of Inspection scheduling.							
1.1.9	Latest versions of Microsoft Edge or Google Chrome and Firefox web browsers.							
1.1.10	The support of mobile functionality							
1.1.11	The system has the ability to utilize Shibboleth authentication standards							
1.1.12	The system has the ability to allow centralized deployment of system updates and system maintenance.							
1.1.13	Provide the city with details of required servers, hardware and 3rd party software requirements.							
1.1.14	The system allows access to the data by multiple users and manages record locking scenarios appropriately.							
1.1.15	Use of modern technologies to allow data updates caused by one user's session to be automatically pushed out to other users' sessions, to avoid seeing stale data and/or constant need to refresh data.							
1.1.16	The system ensures reasonable response times for all operations including saving, loading forms, executing reports, and automation.							
1.1.17	System allows simultaneous access to data by concurrent users							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.1.18	The system facilitates effective use of multiple monitors for maximum productivity.							
1.1.19	The system allows authorized users to maintain all system settings from any workstation on the network.							
1.1.20	The system is built on latest technologies and has a development roadmap that includes support for future technologies.							
1.1.21	Ability to install multiple server instances and/or separate software components onto different VMs on Vmware Vsphere in order to achieve performance, scalability and security objectives.							
1.1.22	Software upgrades can be applied without risk to customizations, integrations or interfaces.							
1.1.23	System allows for separate environments (production, test, and training) under one licensing agreement.							
1.1.24	System provides system administrator tools for managing multiple environments (i.e. test, production, training).							
1.1.25	Provide technical documentation including a complete data dictionary, preferably in electronic format.							
1.1.26	Ability to map and share data queries through a REST URL endpoint.							
1.1.27	Data ownership of current and historical data, ability to export data out at will.							
1.1.28	SAAS based							
	SECURITY							
1.2.1	The system uses a role-based security model.							
1.2.3	The system has the ability to enforce security at the following levels: screen, menu, feature, report, database field and record state.							
1.2.4	Browser access is secured using HTTPS.							
1.2.5	Ability to define and manage permission-based access that indicates a user's ability to view, enter and modify, delete, or override data							
1.2.6	Ability to require tiered or supervisor approval to modify data based on configured conditions.							
1.2.7	Ability to allow the System Administrator to add and change permissions for system access.							
1.2.8	The system has the ability to store passwords in one-way encrypted form.							
1.2.9	Ability to log out users and/or prevent users from logging in during periods of maintenance.							
1.2.10	Ability to monitor when users are using the system and when licenses are in use							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.2.11	Ability to override system-generated scheduling (with appropriate access and security)							
	GENERAL							
1.3.1	Ability to send email notifications to interested parties at various phases of any process.							
1.3.2	System provides the ability to log changes to specific data by User ID and time/date stamp (audit log), with configurable parameters that can be controlled by City Staff (system administrators) to target problem areas and reduce unnecessarily verbose logging.							
1.3.3	Ability to integrate bidirectionally with document management systems such as Filebound, Tyler TCM							
1.3.4	Ability to accept electronic plans as they are submitted and work with them electronically the entire way through the plans review process, including markup, stamps and signatures, and version control.							
1.3.5	Provides configurable numbering system for any application, permit, case, license, etc. initiated in the system.							
1.3.6	System should have a configurable dashboard that allows each user to view what is important to them, such as assigned work activities, charts/graphs, maps, reports, recently visited applications, parameterized and non-parameterized searching.							
1.3.7	System provides automatic history (breadcrumbs) to get the user back onto applications, properties, cases that they were working on previously, at the click of a button.							
1.3.8	Simple search box located in a consistent place throughout the system that satisfies most searching requirements. No need for users to understand database structure or how to formulate search criteria.							
1.3.9	System provides appropriate help text or procedures for data entry, through picklists and other visual cues, that non-intrusively guides the user while still ensuring complete and accurate data gets entered into the system.							
1.3.10	System must use modern encryption methods such as TLS 1.2 or greater with strong ciphers and algorithms							
1.3.11	There is a provision for non-technical, complete, and easy-to-read user documentation, including reporting, system behavior, screen illustrations, configuration/system administration functions, and self-study quizzes.							
1.3.12	The system provides integrated modules that offer a consistent user experience to minimize training and administration of the system.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.3.13	Ability to easily attach documents of common types. Images can be viewed and filtered so that inspectors can review photos taken at job sites easily and without having to launch each document separately.							
1.3.14	Ability to prevent a primary record from being deleted if secondary records exist. The deleting action should be restricted to those users who have permissions to delete.							
1.3.15	Ability to link multiple permits, cases, plans, and licenses to a single master project. Allows nesting of master projects, e.g. to be able to tie together a planned unit development with several related subdivisions containing many individual SFD permits, and related code cases and/or accessory permits.							
1.3.16	System allows concurrent access to all sections that the user has permissions to view. User should be able to view multiple applications/cases at one time, for comparative purposes, either in separate tabs or windows.							
1.3.17	Key information about the application/case should be visible to the user at all times.							
1.3.18	System allows for configurable permit numbers based on the type of permit.							
1.3.19	Ability to add custom fields by permit type							
	CONFIGURATION TOOLS							
1.4.1	City staff has the ability to change and add processes in the future, using the same tools used by the respondent to do the original configuration. Tools require no programming or scripting to do the majority of the configuration (fee calculations, workflows, letter templates, business rules, etc.)							
1.4.2	Ability to maintain system lookup tables and parameters. The system must allow for definition and maintenance of system lookup tables without requiring programmer intervention.							
1.4.3	System allows configuration for holiday, weekend, or other user defined non working days. These dates should be taken into account when computing any scheduled dates, such as inspections, meetings, and other system generated activities. System must be capable of handling both static holidays with proper weekend handling (e.g. New Year's Day always falls on Jan. 1st), as well as holidays like Labor Day that are definable but do not always occur on the same calendar date each year.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.4.4	System has the ability to configure and execute a variety of automated batch processes for various items throughout the system. These processes might include: automatic status updates, addition of an activity or task in workflow, or addition of fees and letters. For example, licenses renewals, permit expirations, etc. These functions should be able to use various forms of calculations using any date field.							
1.4.5	Custom fields can be added to any table in the system. Configuration controls where they appear on the screen and when they should appear (e.g. "Number of Stories" is only required for new construction permits.)							
1.4.6	Custom fields can be lookup-enabled and the corresponding picklists can be defined by the City.							
1.4.7	Custom fields are real database fields and can be defined as standard (SQL) data types, i.e. date, text, currency, etc. They can be reported on, queried, and used in business rules and other system automation.							
1.4.8	City can control which fields are recommended for entry versus required, where "recommended" is intended more for guidance, to ensure good quality data, whereas "required" means critical to the business process and may cause the user to be stopped at some point until the data is provided.							
1.4.9	Software upgrades have no implications to the configuration of the installed solution, i.e. upgrades can be applied without needing to re-do any of the previous configuration.							
1.4.10	System provides string replacement for out of the box on-screen labels that could be sensitive to regional terminology,							
	LETTERS AND DOCUMENTS							
1.5.1	Ability for the system to automatically generate and print documents once a milestone has been reached, e.g. plan review corrections notices, licenses and permits, decision notices, certificates of occupancy, etc.							
1.5.2	Unprinted letters, across the entire system, can be managed from a centralized location ("print queue").							
1.5.3	The system fully supports MS Word templates that pull appropriate system data into the letter at runtime. Generated letters can be modified in MS Word and saved back to the database prior to printing.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.5.4	The system automatically converts correspondence (letters, notices, certificates) to PDF, attaches them to the case or application and pushes them to the system's document repository.							
1.5.5	PDFs can be automatically emailed to recipients who have requested to receive correspondence by email, unless the document type prevents it. PDFs can also be made available for download through the citizen portal.							
1.5.6	Ability to automatically push generated correspondence into a third-party document management system.							
1.5.7	Ability to schedule printing of large batches of letters such as renewal notices and expiration letters.							
1.5.8	System can schedule and print large batches directly to PDF for purposes of sending to outside print shops.							
1.5.9	System provides a form repository, such as fee waiver form							
1.5.10	Ability to E-Sign documents within the application							
1.5.11	Ability to notify specific staff when a fee waiver form has been submitted.							
1.5.12	Letter templates can be easily exported from one environment (e.g. Development) into another (e.g. Test or Live) so that changes can be tested and safely deployed into production.							
	WORKFLOW							
1.6.1	System provides a built-in graphical workflow engine, capable of defining and automating complex business processes performed by each department involved with the development process.							
1.6.2	Workflows are not purely linear and support complex scenarios, such as returning to an earlier step (e.g. resubmittals), or going down different paths based on application details (e.g. some applications are approved administratively whereas others go to commission or commission and then public hearing).							
1.6.3	The system supports questionnaire-type workflows, where City staff can configure interactive questionnaires that will guide the user based on responses (i.e. for collecting information from complainants about service requests, where the questions may differ based on types, topics and responses.)							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.6.4	Ability to trigger automation from many event types in a way that is fully maintainable by City staff, e.g. adding fees, automating checklists, generating correspondence, locking fields based on specific circumstances, checking for open conditions before closing applications/cases, etc.							
1.6.5	The system has the ability to monitor periods when the City is waiting for input from an applicant or external party and can report on that as well as automatically advance workflow when wait-time expires.							
1.6.6	Workflows can be easily exported from one environment (e.g. Development) into another (e.g. Test or Live) so that changes can be tested and safely deployed into production.							
1.6.7	System has the ability to re-assign tasks and manage workloads in the event of illness, vacation, overbooking, etc. System can accept proactive reassignments, e.g. in the case of planned vacation/leave periods, with the ability to automatically assign all tasks to an alternate person during that period.							
1.6.8	The system has the ability to integrate with Microsoft Exchange for availability of staff.							
1.6.9	The system has the ability to manage and report on overdue tasks, e.g. send reminder emails or automatically reassign to a supervisor.							
1.6.10	The system has the ability to allow workflow properties, including email notifications, to be configurable by the City without the need for programming or scripting.							
1.6.11	The system has the ability to include comments within the workflow configuration tool. For example to document the business case that led to the configuration being a certain way.							
1.6.12	Ability to create and maintain templates for email notifications, e.g. an email notification to the applicant that their plan check is complete and their permit is ready to be picked up.							
1.6.13	Ability to generate notification to the applicant and contractor(s) when the status of tasks associated with their applications changes.							
	FEE PROCESSING							
1.7.1	Provide for calculation of standard and special fees using user defined formulas and/or tables.							
1.7.2	Provide the ability to assess fees and collect payments for various permits, applications, licenses, and cases. Fees displayed during processing should be determined by details of the application/case with only the applicable fees being displayed.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.7.3	Ability to automatically generate receipts and reprint receipts.							
1.7.4	Ability to override the calculated fee amount (with appropriate access and security).							
1.7.5	The system allows the user to adjust a fee (prior to payment) using one of the following methods, subject to the rules of the City and the permissions of the logged-in user:							
	• increase fee amount,							
	• decrease fee amount,							
	• waive fee,							
	• double fee,							
	• penalties and interest,							
	• recalculate fee amount based on new information							
1.7.6	System has ability to issue refunds.							
1.7.7	Ability to process partial payments, possibly a percentage or pay specific line items.							
1.7.8	Ability to calculate a penalty on fees or a proration of specific line items.							
1.7.9	The system supports the collection of application review fees up front while other fees are collected at issuance or occupancy.							
1.7.10	Ability to force all applicable fees to be paid prior to submitting online (citizen portal) applications.							
1.7.11	Ability to export payment detailed information to external financial system							
1.7.12	Configurable payment methods, including but not limited to: cash, credit card, escrow or trust accounts and account billing. Be able to track which type of payment was processed on each activity.							
1.7.13	Ability to prevent overpayments (i.e. disallow payment amounts greater than amount due). Provide alternative means of handling overpayment in case the City decides in future to accept overpayments.							
1.7.14	Ability to prevent application approval until all fees have been paid.							
1.7.15	Ability to provide a fee exemption and capture a reason for the exemption.							
1.7.16	The system has the ability to calculate fees based upon flat fee (e.g. $50).							
1.7.17	The system has the ability to calculate fees based upon multiplier (e.g. number of plumbing fixtures).							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.7.18	The system has the ability to calculate fees based upon a percentage of other fee amounts (e.g. sales taxes or plan check fees where the fee is 65% of the building permit fee).							
1.7.19	The system has the ability to calculate fees based upon project/job value.							
1.7.20	The system has the ability to calculate job cost based upon square footage to provide a valuation.							
1.7.21	The system has the ability to calculate fees based on a combination of multiple factors or multiple other calculations (e.g. Fixtures fee is the total of several other calculations that are based on fixture type.)							
1.7.22	The system has the ability to calculate fees based upon discounts or offsets to fees.							
1.7.23	The system can support one or more general ledger accounts against a single fee, and disburse appropriate payment amounts to the different accounts based on City-defined calculations.							
1.7.24	The system has the ability to allow the addition of ad-hoc fees to an application, permit, or license at any time in the process.							
1.7.25	The system has a fully integrated Deposits/Bonds feature for managing letters of credit and other types of deposits, bonds, escrows, securities, etc. as well partial and full releases.							
1.7.26	The system has the ability to maintain payment history of applications. Fees are locked for any kind of modification once they've been paid. Proper cashiering functions must be used to perform reversals, voids, etc.							
	QUERIES AND REPORTS							
1.8.1	Ad-hoc querying tool can be used for building complex searches, e.g. all residential building permits issued between two dates that were entered online.							
1.8.2	The system supports many operators that can be used when defining ad-hoc queries, such as starts with, ends with, contains, any of, none of, in date range (month), quarterly and fiscal year options.							
1.8.3	The system provides easy ways to initiate ad-hoc queries, so that the user does not need to know the underlying data structure to create a query.							
1.8.4	The ad-hoc query tool has options for limiting the search results, such as Top and Random.							
1.8.5	The system allows displayed data to be sorted.							
1.8.6	The system allows search results to be exported to MS Excel.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.8.7	The system allows search results to be plotted on a map.							
1.8.8	The system allows ad-hoc queries to be saved and made accessible to other users.							
1.8.9	The system provides a library of standard reports.							
1.8.10	The system provides an intuitive and non-technical user interface for creating ad-hoc reports.							
1.8.11	The system supports detail reports, charts and pivot report options in its ad-hoc report designer.							
1.8.12	The system has the ability to allow generated reports to be viewed on screen prior to printing.							
1.8.13	The system has the ability to include calculated values on reports (e.g. totals, counts, averages, etc.)							
1.8.14	The system allows the user to control layout of ad-hoc reports (i.e. fields to be displayed, sorting, grouping, column widths, order of columns, chart type, page breaks, and drill-downs).							
1.8.15	The system provides the ability to modify the standard system reports, with appropriate security permissions.							
1.8.16	The system supports the creation of reports using SSRS, which can be made available on the user dashboard.							
1.8.17	Be able to export any entered data							
1.8.18	Be able to pull reports based on completion/pending inspections/payments							
1.8.19	The system has the ability to schedule reports which can either be sent to a printer or distributed through email.							
	IMPLEMENTATION							
1.9.1	System enables easy access to historic data - All historical data (**including attachments**) will be migrated to the new software and accessible to City staff.							
1.9.2	Special consideration is given to all converted applications, permits, inspections, cases, and licenses. Any historical attachments (documents, plans, images, letters) must have the preserved linkage for future access.							
1.9.3	System provides an easy and reliable way to search and report on historical data that was converted.							
1.9.4	System and implementation methodology focus on best practices and not reinventing the wheel.							
1.9.5	All implementation requirements are stored in a collaborative site with the ability to share projects updates and documentation							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
1.9.6	Implementation tools will provide a project management dashboard where both project teams (City and vendor) can monitor implementation status and generate project-related documentation.							
1.9.7	Implementation tools will be used that provide centralized access to requirements, items missing or requiring attention, uploaded documents, comments, and percent complete metrics.							
1.9.8	Implementation tools will provide a centralized repository of all issues reported during City's testing (including screenshots, enhancement requests, out of scope items, and resolutions to problems.)							
Permitting and Inspection								
2.1.1	Allow for the capture of basic application data and track status of permit applications							
2.1.2	Ability to have multiple contacts and addresses associated with a permit, e.g. applicant, architect, plumber, or the 4 addresses on a 4-plex.							
2.1.3	Ability to show permit location on a map and start the permit from the map to auto-assign location information.							
2.1.4	Ability to perform calculations with dates (business days, calendar days, and calendar days adjusted to the next business day.)							
2.1.5	Ability to control when status changes based on the completion of workflow activities, e.g. the collection of all applicable fees, approval of all required comments, approval of all the required inspections.							
2.1.6	Ability to prevent permit issuance until all fees have been paid.							
2.1.7	System calculates permit expiration date automatically based on City-defined business rules.							
2.1.8	Ability to extend expiration date or reactivate permits that have been expired.							
2.1.9	Ability to produce reports on expired permits or permits that will be expiring in the next 30 days.							
2.1.10	Ability to denote when a permit type requires a licensed contractor.							
2.1.11	Ability to have multiple subcontractors associated with a single permit.							
2.1.12	System validates contractor license at various stages in the process to ensure permits cannot be issued if the contractor does not have the appropriate licensing. Contractors can be validated for subtrade qualifications based on permit type (e.g. a valid electrical contractor is need for an electrical permit).							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
2.1.13	Ability to integrate or communicate with external agencies where the external agency permits such as the Texas Department of Licensing and Regulation to validate external certifications, such as State license, Workers Compensation, Insurance, etc.							
2.1.14	Large text field types to allow for unlimited free-form notes to be entered for a permit, including spellcheck.							
2.1.15	Intelligent search capabilities on all lookup fields that contain long lists of possibilities (e.g. locations, contacts, correction comments, conditions, etc.)							
2.1.16	Ability to establish filtering rules, such as building uses associated with a type of application, fees associated with a type of permit, canned comments associated with an inspection or review, etc.							
2.1.17	Allow for a distinction between building permits (applications) and related sub-permits.							
2.1.18	Ability to system-generate a Certificate of Occupancy (CO) document and automatically complete project; once all associated workflow tasks are complete.							
2.1.19	Ability to manage complex workflow surrounding the issuance of occupancy such as temporary and partial occupancy, clearing of conditions, releasing of deposits/bonds, checking for status of related permits, etc.							
2.1.20	Ability to electronically sign permits and other system-generated documents.							
2.1.21	Ability to modify system-generated documents templates prior to printing. Must be modifiable in MS Word format.							
2.1.22	Ability to export any section of the permit directly to MS Excel (e.g. fees, inspections, conditions, etc.)							
2.1.23	Ability to define valuation calculations based on a user-defined table of square footage values.							
2.1.24	Ability to attach electronic documents, plans, images, etc. to a permit application.							
2.1.25	Ability to launch electronic documents for markup or stamping within Bluebeam Revu or similar software. Markups made are then automatically saved back to the system's database for the purpose of reporting and attaching to corrections notices and displaying on the citizen portal.							
2.1.26	Supports permit applications for special events.							
2.1.27	Ability to tie alerts to properties, contacts and permits.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
2.1.28	Ability to post a payment for multiple applications at the same time and ability to view itemized receipts showing each invoice paid							
2.1.29	Ability for the system to automatically generate documents at appropriate points in the workflow.							
2.1.30	Be able to set one contact as the main/primary contact associated with the application.							
2.1.31	Ability to put an application on hold or place a hold on the given parcel that will be seen on new & existing records associated to that parcel							
2.1.32	Ability to tie conditions of approval to the application, which will be checked at appropriate points in the workflow, e.g. prior to issuance, prior to inspection scheduling, prior to occupancy.							
2.1.33	Automatically assign inspections to inspectors							
2.1.34	Automatically assign reinspection inspections if inspection failed							
2.1.35	Be able to generate automatic permit renewals, unrenewed reports							
2.1.36	Ability to generate utility releases and email to the utility company when the applicable inspections pass.							
2.1.37	Ability to generate utility releases and email to the utility company when the applicable inspections pass.							
	INSPECTIONS SCHEDULING							
2.2.1	System allows inspection requests to be made online by contractors and citizens associated with a permit.							
2.2.2	System allows an unlimited number of city-defined inspection types to be configured.							
2.2.3	System allows default inspector assignment based on the inspection type.							
2.2.4	System allows default inspector assignment based on geographic region.							
2.2.5	City can control the default duration of an inspection for scheduling purposes, by inspection type.							
2.2.6	System allows default duration to scale based on size of job.							
2.2.7	City can define which types of inspections will be automatically added to a permit, based on the specifics of the work being permitted, and those defaults can be manually overridden on a case-by-case basis.							
2.2.8	Ability to integrate with Microsoft Exchange for inspection scheduling purposes.							
2.2.9	Ability to limit the number of inspections assigned to an inspector in a given day and automatically work around any periods of unavailability in the inspector's calendar.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
2.2.10	Ability for inspections to be scheduled both by the front-office staff as well as the inspectors in the field.							
2.2.11	Ability to prevent an inspection from being scheduled if there are unresolved conditions relevant to the							
2.2.12	Ability for administrators to Prevent or Allow staff from scheduling an inspection on an earlier date than it was requested.							
2.2.13	Prevent staff from assigning an inspection to someone who does not have the correct qualifications.							
2.2.14	Ability to quickly select all inspections assigned to a given inspector and bulk-reassign them to another inspector, i.e. in the event that someone calls in sick and cannot perform their inspections that day.							
2.2.15	Ability rearrange inspector schedules for the day on a calendar view where the group's availability is visible.							
	MOBILE INSPECTIONS							
2.2.16	Supports use of Esri ArcGIS Server map services from the field.							
2.2.17	Supports printing to wireless (Bluetooth) printers in the field.							
2.2.18	The system has a user-friendly mobile interface, easy to work with in the field from a variety of sizes of screens/devices.							
2.2.19	Dynamically switches to offline mode when signal is lost.							
2.2.20	Automatically notifies inspector of any data that needs to be saved back to the server once a connection is re-established.							
2.2.21	Ability to capture the inspection results from the field, including but not limited to:							
	• Checklist responses,							
	• Corrections (both canned and free-form),							
	• Comments,							
	• Result of inspection,							
	• Other City-defined fields.							
2.2.22	Ability to track who entered data and when.							
2.2.23	Ability to create new cases in the field, record violations and result inspections, even while in offline mode.							
2.2.24	Ability to configure security to ensure that only authorized persons are allowed to sign off on an inspection.							
2.2.25	Ability to automatically lock inspector comments once the inspection has been signed off.							
2.2.26	Ability to automatically generate re-inspections and carry forward comments from previously failed inspections.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
2.2.27	Provides the inspector with easy access to their schedules (interactive schedule list) eliminating the need to print out of daily inspection sheets. Ability to build inspector's route based on GIS information or other factors							
2.2.28	Ability to display, for each inspector, an interactive list of the current tasks for which they are responsible.							
2.2.29	Ability to organize the inspector's schedule by type of inspection, address, application number, or start time.							
2.2.30	Provides the inspector with easy navigation to past due tasks or tasks that are assigned on a future date.							
2.2.31	Alert inspectors and supervisors of inspections that are overdue.							
2.2.32	Alert inspectors of inspections that are time-specific or have higher priority for other reasons.							
2.2.33	Displays all tasks for the day on a map, allowing the inspector to plan his ideal route and save that as a planned order for the day. Order can be manually adjusted to account for high priority and time-specific inspections.							
2.2.34	System allows the inspector to push his confirmed inspection order out to the contractors via the online portal, so that they have an idea of when their inspections will be that day.							
2.2.35	Ability to send email or text message to the contractor when the inspector is on the way to their inspection.							
2.2.36	System has the ability to integrate with text message notifications to send text notifications to contractors							
2.2.37	System can utilize the device's GPS to search and display permits/cases within near proximity of the inspector's current position, as well as capture the GPS coordinates to store with each inspection performed in the field.							
2.2.38	Ability to incorporate a list of "alerts" or "notes" onto the daily inspection listings so that the inspectors can be notified of particular issues regarding a development or special inspection instructions							
2.2.39	Ability to access all historical information regarding a property including but not limited to past inspection information, property maintenance complaints, zoning complaints, previous permits and all previous permit information							
2.2.40	Ability to easily navigate between permits that are related, e.g. within the same new development.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
2.2.41	Ability to configure customized drop down menus and checklists for inspection comments and violations for specific inspection types and permit types.							
2.2.42	Ability to store standardized comments with codes or abbreviations							
2.2.43	Ability to allow inspectors to enter extensive comments/narratives about the inspection							
2.2.44	Ability to issue and track stop work orders.							
2.2.45	Ability to record specific temperature measurements during food safety inspections.							
2.2.46	Ability for public works inspectors to record percentage of completion for each piece of work, e.g. storm drain pipe, water mains, manholes, sewer, curb, gutter, sidewalk, driveway approach, landscaping, lot grading, etc.							
2.2.47	Inspections module integrates with Deposits/Bonds module so that bond amounts can be reduced based on a variety of criteria such as time spent, inspector's billable rate, flat amounts by inspection type, and percentage of construction complete (observed during the inspection).							
2.2.48	Ability for inspectors to add random comments to a permit while in the field, not specific to the inspection.							
2.2.49	Ability for inspectors to add conditions and clear conditions added by other departments.							
2.2.50	Ability to generate detailed inspection reports in the field and email them to the contractor, applicants, etc.							
2.2.51	Ability to configure; Failing an inspection can result in a re-inspection fee being applied.							
2.2.52	Ability to update permit-related contact information from the field, e.g. contractor indicates his email address has changed or wants to give you a new cell phone number.							
2.2.53	Inspector can view any relevant information about the permit, such as re-inspection fees owing, approved plans, previous correspondences, photos taken at prior inspections, etc.							
2.2.54	The system allows the inspector to collect images in the field and attach them to a permit (or to specific checklist items on the inspection, in the case of food/health inspections where detailed checklists are required.)							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
2.2.55	The system has the ability to schedule an inspection in the field, or change the current inspection date and assignment information (e.g. due to unavailability or geographical proximity).							
2.2.56	The system has the ability to provide email notification to the applicant upon completion of inspections.							
2.2.57	System has the ability to generate other correspondence from the field, e.g. certificate of occupancy once the final inspection has passed, notice of violation or stop work order.							
2.2.58	City can control who is allowed to view inspections and inspection results online, by inspection type.							
2.2.59	Ability to sign & print report from field							
2.2.60	System allows multiple corrections to be listed against each inspection checklist item.							
2.2.61	Allows the inspector the ability to view all data available on the back end within the mobile module							
Planning and Zoning								
3.1.1	Allow for the capture of basic application data and track status of planning and zoning applications.							
3.1.2	Ability to have multiple contacts and addresses associated with an application.							
3.1.3	Ability for Senior Planner or department head to assign a Planner to each application, who will then be responsible for the majority of tasks associated with that application.							
3.1.4	Automatic tracking and routing of projects through various user-defined processes consisting of agency and other review functions.							
3.1.5	Ability to show location on a map and start the application from the map to auto-assign location information.							
3.1.6	Allow for entry of unlimited free-form comments during plan review.							
3.1.7	Intelligent search capabilities on all lookup fields that contain long lists of possibilities (e.g. locations, contacts, correction comments, conditions, etc.)							
3.1.8	Ability to capture legal description and public notice summary for displaying in notices and agendas.							
3.1.9	Large text field types to allow for unlimited free-form notes to be entered, including spellcheck.							
3.1.10	Ability to do turnaround reporting, how many days were plans with the City versus with the applicant, etc.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
3.1.11	Ability to control when status changes based on the completion of workflow activities, e.g. the collection of all applicable fees, review comments received, decision by council or planning commission, etc.							
3.1.12	Ability to assess fees and collect payments for planning projects using application details such as site acres, number of lots, etc. Fees displayed during processing should be determined by the type of project.							
3.1.13	Ability to generate property owner notification letters using McLennan County Appraisal District records.							
3.1.14	Ability to prevent application approval until all fees have been paid.							
3.1.15	Ability to automatically assign reviews based on application type.							
3.1.16	Allow users to add individual project conditions in such a manner that Building Department staff will be notified or prevented from issuing permits until conditions are cleared.							
3.1.17	Ability to generate project-specific distribution lists to external agencies who need to provide comments. Send email notifications asking these agencies to provide comments through citizen portal.							
3.1.18	Provide a method of producing hearing-related documents (such as agendas) for all projects scheduled for a particular meeting/hearing and date. Ability to track meeting/hearing date continuances.							
3.1.19	Ability to perform spatial queries using GIS data provided.							
3.1.20	Ability to embed map image in notifications.							
3.1.21	Ability to establish filtering rules, such as approval tracks associated with a type of application, fees associated with a type of application, canned comments associated with a review, etc.							
3.1.22	Ability to link related development applications together, e.g. Home Occupation and Minor Variance on the same application. Applications should also be able to be linked by a master project hierarchy.							
3.1.23	Ability to generate review and submittal checklists that can be referenced by applicants and users.							
3.1.24	Ability to manage complex workflow surrounding multiple approval tracks, appeals, clearing of conditions, releasing of deposits/bonds, checking for status of related applications, etc.							
3.1.25	The system has the ability to notify users of key deadlines approaching on a project (as defined by the City).							
3.1.26	Planning module is fully integrated to the electronic plans review module.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
3.1.27	Ability to electronically sign notices and other system-generated documents.							
3.1.28	Ability to modify system-generated documents prior to printing. Must be modifiable in MS Word format.							
3.1.29	Ability to export any section of the planning application directly to MS Excel (e.g. fees, reviews, conditions, etc.)							
3.1.30	Ability to attach electronic documents, plans, images, etc. to a planning application.							
3.1.31	Ability to launch electronic documents for markup or stamping within Bluebeam Revu. Markups made in Revu are then automatically saved back to the system's database for the purpose of reporting and attaching to corrections notices and displaying on the citizen portal.							
3.1.32	Supports a wide variety of planning, zoning, engineering, and other special use application types.							
3.1.33	Ability to tie alerts to properties, contacts and applications.							
3.1.34	Ability to post a payment for multiple applications at the same time.							
3.1.35	Ability for the system to automatically generate documents at appropriate points in the workflow.							
3.1.36	Be able to set one contact as the main/primary contact associated with the application.							
3.1.37	Ability to clone a planning application							
Engineering								
4.1.1	Allow for the capture of basic application data and track status of planning and zoning applications.							
4.1.2	Ability to have multiple contacts and addresses associated with an application.							
4.1.3	Ability for Senior Planner or department head to assign a Planner to each application, who will then be responsible for the majority of tasks associated with that application.							
4.1.4	Automatic tracking and routing of projects through various user-defined processes consisting of agency and other review functions.							
4.1.5	Ability to show location on a map and start the application from the map to auto-assign location information.							
4.1.6	Allow for entry of unlimited free-form comments during plan review.							
4.1.7	Intelligent search capabilities on all lookup fields that contain long lists of possibilities (e.g. locations, contacts, correction comments, conditions, etc.)							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
4.1.8	Ability to capture legal description and public notice summary for displaying in notices and agendas.							
4.1.9	Large text field types to allow for unlimited free-form notes to be entered, including spellcheck.							
4.1.10	Ability to do turnaround reporting, how many days were plans with the City versus with the applicant, etc.							
4.1.11	Ability to control when status changes based on the completion of workflow activities, e.g. the collection of all applicable fees, review comments received, decision by council or planning commission, etc.							
4.1.12	Ability to assess fees and collect payments for planning projects using application details such as site acres, number of lots, etc. Fees displayed during processing should be determined by the type of project.							
4.1.13	Ability to generate property owner notification letters using McLennan County Appraisal District records.							
4.1.14	Ability to prevent application approval until all fees have been paid.							
4.1.15	Ability to automatically assign reviews based on application type.							
4.1.16	Allow users to add individual project conditions in such a manner that Building Department staff will be notified or prevented from issuing permits until conditions are cleared.							
4.1.17	Ability to generate project-specific distribution lists to external agencies who need to provide comments. Send email notifications asking these agencies to provide comments through citizen portal.							
4.1.18	Provide a method of producing hearing-related documents (such as agendas) for all projects scheduled for a particular meeting/hearing and date. Ability to track meeting/hearing date continuances.							
4.1.19	Ability to perform spatial queries using GIS data provided.							
4.1.20	Ability to embed map image in notifications.							
4.1.21	Ability to establish filtering rules, such as approval tracks associated with a type of application, fees associated with a type of application, canned comments associated with a review, etc.							
4.1.22	Ability to link related development applications together, e.g. Home Occupation and Minor Variance on the same application. Applications should also be able to be linked by a master project hierarchy.							
4.1.23	Ability to generate review and submittal checklists that can be referenced by applicants and users.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
4.1.24	Ability to manage complex workflow surrounding multiple approval tracks, appeals, clearing of conditions, releasing of deposits/bonds, checking for status of related applications, etc.							
4.1.25	The system has the ability to notify users of key deadlines approaching on a project (as defined by the City).							
4.1.26	Planning module is fully integrated to the electronic plans review module.							
4.1.27	Ability to electronically sign notices and other system-generated documents.							
4.1.28	Ability to modify system-generated documents prior to printing. Must be modifiable in MS Word format.							
4.1.29	Ability to export any section of the planning application directly to MS Excel (e.g. fees, reviews, conditions, etc.)							
4.1.30	Ability to attach electronic documents, plans, images, etc. to a planning application.							
4.1.31	Ability to launch electronic documents for markup or stamping within Bluebeam Revu. Markups made in Revu are then automatically saved back to the system's database for the purpose of reporting and attaching to corrections notices and displaying on the citizen portal.							
4.1.32	Supports a wide variety of planning, zoning, engineering, and other special use application types.							
4.1.33	Ability to tie alerts to properties, contacts and applications.							
4.1.34	Ability to post a payment for multiple applications at the same time.							
4.1.35	Ability for the system to automatically generate documents at appropriate points in the workflow.							
4.1.36	Be able to set one contact as the main/primary contact associated with the application.							
4.1.37	Ability to clone a planning application							
Code Compliance								
5.1.1	The system provides a code enforcement module that is fully integrated with all other system modules.							
5.1.2	The system allows for case number structure based on case type.							
5.1.3	The system supports a wide variety of case types including property standards, zoning, building violations, business licensing, etc.							
5.1.4	Ability to track case status including dates that the status changed.							
5.1.5	Ability to track the number of days that a case has been open (initiation to close).							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
5.1.6	Ability to record unlimited date/time stamped comments related to the case.							
5.1.7	Allow users to define (through table entry) an unlimited number of code enforcement case and violation types and add, change and inactivate types as required.							
5.1.8	Ability to send automatic email notifications to internal/external review levels.							
5.1.9	Ability to integrate with GIS and associated database to validate parcels, addresses, owners and zoning.							
5.1.10	The system has the workflow capabilities and standard templates applicable to each case type.							
5.1.11	Ability to have multiple contacts and addresses associated with a case. System also supports non-parcel-based locations such as parks, trails, right-of-way, etc.							
5.1.12	Ability to show case location on a map and start the case from the map to auto-assign location information.							
5.1.13	Supports all forms of enforcement actions and follow ups, including citations, tickets, court orders, summons, hearings, abatement, liens, fines, unfit for habitation, orders to demolish, etc.							
5.1.14	Provide ability to place an alert on parcels with code violations to alert central permitting at time of entry of application for building permit.							
5.1.15	Ability to perform spatial queries (GIS) to assign appropriate inspector.							
5.1.16	Ability to embed map image in notifications.							
5.1.17	Ability to establish filtering rules, such as violations with a type of case.							
5.1.18	Ability to manage complex workflow surrounding the disposition of a case, including hearings and appeals.							
5.1.19	Ability to electronically sign notices and other system-generated documents.							
5.1.20	Ability to modify system-generated documents prior to printing. Must be modifiable in MS Word format.							
5.1.21	Ability to export any section of the case directly to MS Excel (e.g. fines, inspections, violations, etc.)							
5.1.22	Ability to post a payment for an enforcement-related fine online.							
5.1.23	Ability for the system to automatically generate notices at appropriate points in the workflow.							
5.1.24	Be able to set one contact as the main/primary contact associated with the case.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
5.1.25	The Code Enforcement module is fully integrated with the Inspections module.							
5.1.26	The system provides a comprehensive solution for routine inspections.							
5.1.27	The system automates the scheduling and notification of recurring inspections.							
5.1.28	The system has the ability to generate inspection checklists based upon the type of case or inspection.							
5.1.29	The system has the ability to track multiple violations and citations on one property and/or case.							
5.1.30	Ability to clone an enforcement case							
5.1.31	Dedicated multifamily inspection module							
Licensing								
6.1.1	Allow for the capture of basic application data and track status of licensing applications.							
6.1.2	System supports processes for many types of licensing, including but not limited to:							
	Businesses;							
	Contractors;							
	Vehicle for Hire;							
	Alcohol;							
	Special Events;							
	Credit Access Business							
	Indoor Amusement Facilities							
	Sexually Oriented Business							
	Street Furnishings							
	Community Gardens							
	Farmer's Markets							
	Open Air Vending							
	Nightclubs							
	Off Premise Billboard Registrations							
	Manufactured Home Park or Recreational Vehicle Park							
	Coin Operated Machine Stickers							
	Multifamily Rental Registration (Code)							
6.1.3	Licensing application should be fully integrated with all other modules.							
6.1.4	Ability to classify businesses using industry standard systems like NAICS and SIC, or City-defined systems.							
6.1.5	System supports automated annual or anniversary date renewals of business licensing.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
6.1.6	Ability to create an annual business license renewal letter, invoice, mailing label, etc. for each of the businesses in the system by license expiration date.							
6.1.7	Ability to generate submittal checklists to capture pertinent documents required to issue or renew licenses, such as current insurance certificate, proof of master licensing and zoning approval.							
6.1.8	System supports mandatory input for specified data fields by business type (e.g. number of employees, number of vehicles, etc.), which may be used to calculate fees, determine required approvals, or display on licenses.							
6.1.9	Ability to add multiple contacts for a single business, e.g. multiple business owners and employees.							
6.1.10	System supports temporary licenses that must expire automatically and not be renewable.							
6.1.11	System supports all aspects of the licensing process, including but not limited to:							
	Classifications and issuances;							
	Application submittals;							
	Approvals and checklists;							
	Gross Revenue and excise tax;							
	Fees and payments;							
	Deposits and bonds;							
	Correspondence and documents;							
	Insurance and background checks;							
	Parent Company relationships;							
6.1.12	Ability to support the tracking of delinquent or unpaid fees related to licensing.							
6.1.13	Ability to create and issue a business license certificate.							
6.1.14	Ability to calculate fees including base charges, special fees, exemptions, proration, penalties and interest.							
6.1.15	Ability to put an application on hold or revoke a current license.							
6.1.16	Ability to place a hold on a parcel that will be seen on new & existing records associated to that parcel							
6.1.17	Ability to track multiple issuances for one business (City Business License, State License, Liquor License, etc.)							
6.1.18	Ability to show license location on a map and start the license application from the map to auto-assign location.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
6.1.19	Ability to maintain history of all licensing-related activities on a business.							
6.1.20	Ability to clone a license application							
Public Facing Portal								
	GENERAL							
7.1.1	The system provides a web-based interface for citizen self-service that integrates with all system modules.							
7.1.2	The citizen self-service portal can be customized to have a similar look and feel as the City's website.							
7.1.3	The system provides easy-to-configure messages that support HTML formatting and appear on specific pages for City-defined purposes, e.g. announcing scheduled down-time, providing special instructions, etc.							
7.1.4	The system has the ability to generate and send e-mail notifications to the citizen based on subscribable areas of interest or activity on related planning applications, permits, inspections, licenses, cases, etc.							
7.1.5	The system allows locations to be identified by searching based on text input, selection from a map, or using the GPS in the user's device to suggestion nearby locations.							
7.1.6	Documents uploaded through the citizen self-service portal are stored securely.							
7.1.7	The system can send email notifications to applicants/contractors that contain hyperlinks that will take them to the relevant areas of the citizen self-service portal (i.e. to view the status of their applications).							
7.1.8	The system allows for online submissions, whereby users are prompted to upload relevant documents against prescribed checklist items applicable to the planning application, permit, license, or case type.							
7.1.9	Allows City-defined data fields to be included in online search criteria.							
7.1.10	The system has the ability to configure required fields within the online application functionality.							
7.1.11	The system allows applications to be started and saved/resumed without needing to submit them.							
7.1.12	The system has the ability to provide certain public access functionality (no user ID and password required).							
7.1.13	The system has the ability to incorporate City-defined help pages and other help content including videos.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
7.1.14	The system provides responsive design so that user interface scales when user is on a smaller device.							
7.1.15	City is able to replace the out-of-the-box Home page with their own home page.							
7.1.16	The system enforces City-defined limitations on the size of file attachments as well as their file types.							
7.1.17	City is able to define the guideline text that appears on the Uploads pages, so that they can enforce their own best practices when it comes to how they would like to receive electronic plans.							
7.1.18	The system integrates with Esri ArcGIS Server map services to allow mapping functionality using City-defined maps.							
7.1.19	Ability for the public to submit applications (tax abatement) online and pay required fees							
7.1.20	The system allows full control (configurable with user overrides) over which documents will be accessible to the public. Different levels of access can be granted for general public versus contacts on the application.							
	SECURITY & REGISTRATION							
7.2.1	The City can configure what information is available online through comprehensive security-enabled functionality across all system modules.							
7.2.2	The system administrator is able to deactivate a portal account.							
7.2.3	The system supports modern single sign on protocols							
7.2.4	The system requires an authentication email to be acted upon in order to activate a new account.							
7.2.5	The system has the ability to enforce timeout thresholds.							
7.2.6	The citizen self-service portal has a user dashboard where the logged-in user can view all information related to them, with appropriate controls.							
7.2.7	The user dashboard can be easily filtered to show active, closed, or not-yet submitted applications.							
7.2.8	The system identifies logical next steps based on the status of each active application/case.							
7.2.9	The system allows a logged-in user to manage their own account, including updating contact information.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
7.2.10	The system allows a logged-in user to provide alternate mailing addresses for periods of time living away from primary residence. System will obey the active mailing address when generating correspondence.							
7.2.11	The system has the ability to restrict certain information for viewing based on logged-in user's credentials.							
7.2.12	The system has the ability to allow a user to view the status of a request/submission after logging in.							
7.2.13	The system has the ability to allow an applicant to add other portal-registered users/contractors to their applications in order to grant those users access to their items, e.g. to pay fees, schedule inspections, etc.							
7.2.14	Provides a kiosk mode for public areas							
	ONLINE FEE PROCESSING							
7.3.1	The system integrates with the City's preferred payment gateway, for the purposes of taking payments online							
7.3.2	The system supports a shopping cart model for taking online payments, where users can pay for multiple fees from different applications/cases with a single credit card transaction with the ability to see itemized payments for each invoice.							
7.3.3	The proposed solution for taking online payments must be Payment Card Industry (PCI) compliant.							
7.3.4	The system provides an online fee estimator.							
7.3.5	The system has the ability to control which types of fees are allowed to be paid online.							
7.3.6	The system has the ability to control maximum amounts per fee allowed to be paid online.							
7.3.7	The system has the ability to control whether or not partial payments are allowed online.							
	PERMITTING							
7.4.1	Ability for customers to access permit reviews, review comments, status, and related documents online. Permits available for this action will be determined by the security mentioned above.							
7.4.2	Ability to attach documents to a permit application during initial submission and subsequent resubmittals (plans, drawings, etc.) using checklists applicable to the application details.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
7.4.3	Ability for customers to apply and pay for permit applications online. With City defines instances, customers can issue their own permit after applying for and paying online.							
7.4.4	Where 3rd party licenses are required such as State licenses through the Texas Department of Licensing and Regulation, the system will integrate with the appropriate licensing authority where that authority permits an integration, and will perform an automatic license check to allow a permit to be issued without intervention of city staff.							
7.4.5	Ability to add multiple locations and/or non-property-based locations to a permit application.							
7.4.6	Ability to attach documents to a permit application after permit issuance when special conditions require additional documents to be provided either prior to CO or inspection scheduling and the system differentiates between citizen uploaded attachments and city staff uploaded attachments.							
7.4.7	The online applicant can edit their applications after initial submission, to update with additional locations and/or contacts (e.g. subtrade contractors), once they are known.							
7.4.8	Subtrade permits can be attached to existing permit applications, e.g. once subtrade contractors are known.							
7.4.9	Revisions can be added to permits after plan check and any applicable fees/reviews will be triggered.							
7.4.10	Ability to view and export to Excel the latest deposits/bonds details associated with an application.							
7.4.11	Ability to initiate an email request from a permit application, e.g. in the case where the applicant wants help from City staff to make a change to the permit application that they cannot make online.							
7.4.12	Ability to request meetings, such as a pre-application meeting.							
7.4.13	Waste Haulers can upload septic pumping information to related septic permits.							
7.4.14	Ability for A/E's to submit drawings for internal review tracking prior to permitting review process							
7.4.15	Restrictions on permit submittal timeline							
7.4.16	Ability to search for all applications in a geographic area, such as a neighborhood with access permissions set by the city.							
	INSPECTIONS							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
7.5.1	Allows inspections to be scheduled, canceled, or rescheduled. Using the security model mentioned above, the City determines what type of inspections can have these tasks performed and what type of user can perform them (e.g. registered user vs. guest).							
7.5.2	System can be configured to allow holiday/weekend inspection requests.							
7.5.3	Contractor can request an inspection to repeat for a certain number of days, i.e. for large jobs where the contractor knows multiple visits will be required to get a particular inspection done.							
7.5.4	Contractor can register with the citizen portal and immediately start requesting inspections on his pre-existing, issued permits with no staff intervention.							
7.5.5	Contractor is able to enter special notes when requesting an inspection online, such as gate code.							
7.5.6	Contractor is able to view inspection results online as soon as the inspection is complete.							
7.5.7	Contractor can download/view inspection report and photos taken through his online account.							
7.5.8	City can control whether or not inspectors' contact information is displayed online.							
7.5.9	City can determine, by inspection type, whether the customer is allowed a specify a timeframe when requesting inspections. Certain inspections may allow hourly incremented time, whereas others may only allow a choice of AM, PM, or "No Preference".							
7.5.10	System can allow multiple inspections to be requested at one time, on the same permit.							
7.5.11	Ability for the City to configure cutoff times for certain inspections to be scheduled, e.g. inspection cannot be scheduled for the next business day if it is already after 2pm on the current day.							
7.5.12	The user dashboard provides a list of upcoming inspections (already scheduled and confirmed), linked to the logged in user's account, and allows the user to view the related inspectors' order for the day.							
	LICENSING							
7.6.1	Ability for customers to apply for or renew a license online. City is able to determine specific license types available for renewal and/or new application through the security model mentioned above.							
7.6.2	Ability for customers that pay online to print their certificate online.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
7.6.3	Ability to attach documents to an application for upload with license application or renewal (e.g. insurance certificates, proof of master licensing, proof of state licensing, etc.)							
7.6.4	Ability to enforce business rules during online application, such as zoning requires additional fee or additional submittal checklist items to be added.							
7.6.5	Ability for citizens to query system for business status and contact information by address or business name. City can determine what items are available for viewing.							
7.6.6	The user can edit key information on business licenses each year, e.g. number of seats in a restaurant, number of visits per day on home-based business, etc., which may impact renewal fees.							
	PLANNING							
7.7.1	Ability to inquire about planning application information by application # or address. Types of Planning applications available for this action will be determined by the security mentioned above.							
7.7.2	Ability for customers to access planning reviews, review comments, status, and related documents online. Planning applications available for this action will be determined by the security mentioned above.							
7.7.3	Ability for customers to apply and pay for planning applications online.							
7.7.4	Ability to attach documents to a planning application during initial submission and subsequent resubmittals (plans, drawings, etc.) using checklists applicable to the application details.							
7.7.5	Ability to add multiple locations and/or non-property-based locations to a planning application.							
7.7.6	Ability to attach documents to a planning application in order to address special conditions require later in the process (i.e. after the initial submission and reviews).							
7.7.7	The online applicant can edit their applications after initial submission, to update with additional locations and/or contacts, once they are known.							
7.7.8	Additional application types can be attached to existing planning projects, e.g. a person applies for a home based business and then finds out that they also need a variance.							
7.7.9	Ability for external agencies to access planning applications through the portal, based on invitation only, to review documentation and attach their comments.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
7.7.10	Ability to attach appeal comments to a planning application once the application has reached the point in the workflow where appeals are possible.							
7.7.11	Ability to view and download to Excel the latest deposits/bonds details associated with an application.							
7.7.12	Ability to initiate an email request from a planning application, e.g. in the case where the applicant want help from City staff to make a change to the planning application that they cannot make online.							
7.7.13	Ability to control planning application information visibility, and limit public access to internal information based on security model mentioned above.							
7.7.14	Ability to request meetings, such as a pre-application meeting.							
7.7.15	Ability to search for all applications in a geographic area, such as a neighborhood.							
	CODE ENFORCEMENT							
7.8.1	Ability to inquire about enforcement information by case # or address. Types of cases available for this action will be determined by the security mentioned above.							
7.8.2	Ability for citizens to report a new case online. Types of cases available for this action will be determined by the security mentioned above.							
7.8.3	The City can determine whether or not cases may be submitted anonymously.							
7.8.4	Ability for citizens to pay for enforcement fines and penalties online.							
7.8.5	Ability to attach documents to an enforcement case.							
7.8.6	Ability to add multiple locations and/or non-property-based locations to an enforcement case.							
7.8.7	Ability to attach appeal comments to a enforcement cases.							
7.8.8	Ability to control enforcement case information visibility, and limit public access to internal information based on security model mentioned above.							
Property and GIS								
8.1.1	Integrates with ArcGIS Server map services with ability to combine multiple services together to satisfy different departmental purposes, e.g. building department may want different layers than planning, etc.							
8.1.2	The system utilizes full integration with the City's GIS database to ensure applications/cases get entered with valid address and parcels.							

Reference Number	Functional Requirements	Fully Meet	Meet with config	Meet with custom	Meet with 3rd party	Cannot Meet	Other	Comments
8.1.3	The system can perform custom spatial queries to obtain GIS information and populate the application/case with the results.							
8.1.4	Ability to track parcel-related data in the system, including but not limited to:							
	Addresses and units;							
	Structures (buildings);							
	Minimum finished floor elevation							
	site impervious cover							
	Property restrictions;							
	Zoning;							
	Parent Parcel (genealogy);							
	Alerts;							
	Contact Information;							
	Documents & Images							
8.1.5	Ability to track backflow devices associated with the property, including routine tests (annually or biannually depending on type of device), test equipment, outcome of test, and name of qualified backflow device testers.							
8.1.6	System supports generating workflow and correspondence directly against the property (i.e. not tied to a particular permit/planning application, case, etc.)							
8.1.7	The system should support non-parcel-based location types, including but not limited to:							
	Parks;							
	Road segments;							
	Trails;							
	Landmarks;							
	Buildings;							
	Assets;							
	Development Areas;							
	Jurisdictional Boundaries;							
8.1.8	The system allows the user to easily see all activity (permits, cases, planning projects, licenses, etc.) related to a property, along with drill-down capabilities.							
8.1.9	Ability to search location by City of Waco address point data/geolocators. Address point data should be the primary source for location.							