



OVERVIEW: BUILDING UPON WHAT WORKS

BakerRipley is a nationally recognized community development agency that ranks in the top 1% of charitable groups in the nation and is the largest non-profit in Texas providing human services. The agency has been featured nationally in *The New York Times*, *City Lab from the Atlantic*, *CNN*, *Chronicle of Philanthropy* and has been included in major publications from the Brookings Institution, Urban Institute, and the Federal Reserve Bank of San Francisco, among others.

We exist to keep our region a place of opportunity for everyone.

As a regional leader in the non-profit sector, BakerRipley is at the forefront of community transformation and human service initiatives in areas such as: early childhood education, workforce development, immigration, and senior assistance. Annually, BakerRipley connects 600,000 residents to resources, education and greater connection that lead to financial stability, upward income mobility and a better life. With more than 100 years of history and experience, a \$270 million annual budget, 1,500 employees and 70 locations throughout the entire Gulf Coast region, our agency is well-positioned to drive results and serve as a gateway for launching effective programs and for influencing policies that address the region's most pressing concerns.

The four key innovations for which we have received national recognition have placed us in the top 1% of the nonprofits.
_____ We **do** plan to respond. _____ We **do not** plan to respond.



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1. Strength Based

We are nationally recognized for our unique community engagement framework that lets us take on new regional challenges. While many nonprofit and government organizations still follow a “needs-based” model for community development, we use an “asset-based” model. Simply put, this approach to community development allows individuals and communities to look to their own strengths and resources, and allows us to help communities build themselves from within. To us, people have capacities, skills, and abilities that can be channeled to make stronger communities. We firmly believe that people are the “solution” and not the “problem.”

2. Large Where it Counts; Small Where it Matters

Our size and scope give us the capacity to provide an array of services to 600,000 residents each year in multiple locations covering the entire Houston region. Such economies of scale also give us the opportunity to take risks and launch new and innovative initiatives that yield results.

3. Holistic Approach

Our research has shown that the core elements of any strong and vibrant community are economic opportunity, education, connection, health, and infrastructure. We have programs for each of these areas and link them so that we can take a comprehensive approach to helping families strengthen these essential elements that lead to authentic and lasting community transformation.

4. Leverage Resources

Our size and scope allow us to take rigid, compartmentalized, regulation-encrusted public funding streams (37) and braid them with private funding from more than 500 foundations, corporations and individuals to provide seamless and integrated solutions to the residents and communities we serve. This ability to blend numerous public and private funding sources also permits us to invest in critical infrastructure, achieve operational efficiencies and encourage program innovation to meet emerging community needs.

RFP #19-03 CASE MANAGEMENT SOFTWARE SERVICES



BakerRipley is a well-managed and respected organization with a high-degree of accountability and efficiency. Behind our work, is a team of dedicated and passionate individuals who are driven to give families across Houston and the Gulf Coast region a chance for a better life.

We create. We innovate. We do what it takes with the resources we have to bring about profound change.

Our employees hail from all walks of life and have a diversity of life experiences, but we are united by a passion for our mission. The way we work and WHY we do it is at the heart of BakerRipley's culture. It's one based upon our core beliefs about people and defines how we show up in community. Yes, our work is challenging, but it's real; and we couldn't see ourselves doing anything else.

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1. RFP TIMELINE

Activity	Due Date
Request for Proposal (RFP) Available to Public Posted on Website	Monday, January 28, 2019
Mandatory Vendor's Conference at 4450 Harrisburg, Houston, Texas 77011	You are required to attend, in person or via teleconference, 1 of the following conferences to bid to this RFP: Friday, February 8, 2019 1-4 pm Monday, February 11, 2019 1-4 pm
Vendor Questions to RFP Due	Friday, February 15, 2019 by 10:00 a.m. (CT)
Agency Answers to Questions Posted on Website	Wednesday, February 21, 2019
Vendor Proposals Due	Thursday, February 28, 2019 by 10:00 a.m. (CT)
Evaluations*	March 11-22, 2019
Anticipated Contract Award Date	Week of March 25, 2019

* Vendors may be invited to Agency to interview and present their goods and/or services. Agency will establish the format, time, date and location for presentations.

2. AGENCY RFP CONTACT INFORMATION

All communications regarding this RFP from this time and date until the contract has been awarded, must be coordinated through:

Claudia Grant, Contracts Manager
BakerRipley
4450 Harrisburg Blvd
Houston, TX 77011
Phone: (713) 669-5274
cgrant@bakerripley.org

3. OVERVIEW

1. PURPOSE OF RFP

BakerRipley (The “Agency”) is seeking a technologically advanced, reliable, customizable, dynamic, and user friendly Client Management Software System (CMS) that will increase productivity, allow for expansion of services, and optimize staff time. The product may either be managed in a hosted or non-hosted environment with pricing to include both options if available. The Agency is inviting software providers with expertise, resources, and state-of-the-art technology to respond to this RFP and provide information on their integrated, automated, and user friendly CMS.

The purpose of this RFP is to acquire and implement a CMS that will support multi-program service delivery. The intent is to acquire a solution that has the ability to develop, monitor, share and reassess clients that receive agency services. The CMS will support access to services, coordination and management of services received to ensure efficient and effective delivery services. This will be accomplished by removing communication barriers, bridging gaps and exchanging relevant and timely client information. The system will allow for real-time care management analytics and will include the ability to collect multiple sources of data to identify opportunities that client or staff can take to improve program outcomes. And finally, the solution should provide robust and user-friendly reporting capabilities and Web-based tools necessary to effectively conduct program strategic planning, quality management and performance management including service delivery, utilization and identified outcome changes among clients receiving services.

In selection of a software solution, the Agency will place strong emphasis on the solutions ability to integrate with other internal systems (HR system, Financial System, etc.) The solution must provide a financial dashboard for payment processing, facility rental, class management, and other related processes. In addition, the Agency desires a paperless record management system along with the ability to offer a secure environment in which staff can access information based on their permission levels.

The vendor will be required to furnish a product that meets the objectives listed in the RFP. The vendor will be responsible for project management including all data conversions and must deliver a comprehensive product implementation plan to the satisfaction of the Agency.

The vendor must also provide thorough training (onsite and remotely) on all product solution features and modules. As a component of the products and services provided, the vendor must engage in continuing research and development of their solution’s features and offer regular updates to bugs, enhancements, and upgrades for improved technology. Additionally, the vendor must issue regular communication to the Agency regarding such updates and upgrades to minimize frustration and Agency downtime. A vendor with a highly responsive technical support team providing rapid response times and a focus on outstanding customer service is desired. Vendors offering a customer service portal and trackable help ticket system is preferred.

2. BACKGROUND

The CMS is part of the larger initiative to modernize and consolidate various systems used throughout the Agency. The business challenge for each Agency program is how to capture, analyze and report the data and information it needs, to make decisions for Agency clients. Without accurate information based on valid and reliable measures, the Agency is unable to truly demonstrate the value that Case management/Case coordination brings to the Agency. Client management is impacted because program staff use multiple information systems. Program staff face challenges when they do not receive information in a timely or consistent manner. Dependence on multiple systems is a critical challenge because staff may not be proficient at using all the systems, often spend extra time tracking down information and may have several manual processes in place to share and exchange information.

The current Agency information system does not allow sharing or exchanging of information. Additionally, it does not have a client portal. As a result, information is not provided to staff in real time and information is sometimes missing or incomplete during client enrollment. The expectation is that the system will increase client management efficiency and improve enrollment process. The ability to perform predictive analytics and resulting reduction in unnecessary services is essential. This will impact the Agency positively. Staff will have resources and information at their fingertips. Clients and families will appreciate the ability to access the client portal anytime of the day or night and submit applications at their convenience. Exchange of real time information will also strengthen relationships between internal service delivery teams.

With systemic changes on the horizon, there is an increased need for staff, programs and departments to communicate with one another regarding shared clients. This is particularly essential for programs such as those who serve the same clients/neighborhoods. Lack of communication, consultation and coordination when an individual is being served by multiple programs often leads to duplication of services.

Integration of client-centered case management is dependent upon documentation standards and data-sharing requirements. The solution should have the ability to receive and assign referrals. Referrals may come from both internal and external sources. In addition to receiving referrals, the solution should have the capability of making referrals to internal and external stakeholders.

PROJECT VISION

The Agency continues to be under great pressure to become more efficient with fewer operational resources. Program processes required to support its operation, including paper-based records, entry of data that resides elsewhere in electronic form, and multiple disparate data sources hinder business process improvement efforts. The Agency's promise to increase management flexibility and operational efficiency, has been constrained, and its benefits have not been fully realized, due to a lack of enabling technology. The transformation to an electronic-

focused business model will give the Agency the flexibility to utilize available resources, to accomplish needed work, without any constraints.

Leveraging these technologies with automated client data intake, processing, and electronic records storage will free program resources from tedious clerical work into fully functional and automated workflows. A CMS will enable users to more easily accomplish the work of the Agency with an architecture that encompasses items like web and mobile-based user interfaces, flexible workflow, comprehensive definitions of business rules, and robust security features. The system will feature tight integration with electronic filing, and data and document management. By selecting and installing an integrated CMS, the Agency seeks to:

- Simplify processes
- Apply “best practice” processes
- Streamline procedures
- Improve the Agency’s statistical reporting and distribution of reports
- Enhance strategic planning and budgeting
- Improve productivity
- Facilitate the flow of information between internal programs and partner agencies
- Simplify client enrollment to services and case management

All Agency programs share the goal of improving the timeliness and effectiveness of communication through the increased use of standards. The CMS will have tightly integrated processes and data, inbound and outbound data interfaces, regular outputs to inform decision makers, and ad hoc information portals. These capabilities will strengthen the entire Agency systems through better, faster, and more accurate communication and tighter data integration.

It is therefore imperative that the new system has the ability to be scalable and flexible enough to meet/ address the needs of other Agency programs (CEAP, Weatherization, and Disaster Assistance/Relief) or has the capability to integrate with systems used by other Agency programs.

PROJECT OBJECTIVES/SUCCESS INDICATORS

The Agency will use the following project objectives/success indicators to determine overall project success. During the implementation, the Agency expects the Vendor to assist with and take joint responsibility for achieving the Agency's objectives. It is expected that when the project is complete, the Agency will have the capability to do the following:

- Replace the current Agency system(s) with an integrated, open architecture system that will provide improved communication across Agency programs.

- A system that provides easy access to information and an intuitive end-user reporting system.
- A system that has a robust workflow engine that will allow business process configuration unique to their needs.
- A system that reduces redundant data entry, reduces paper flow, and streamline best practices.
- A system that provides online application submission and payments.
- A system that provides public access to information.
- A system that has a robust document management and storage feature.
- A system that has a payment processing module associated within the system.
- A system that provides all standard Federal and State required reports and remain in compliance as they change.
- A Commercial off the Shelf (COTS) system that requires minimal customizations.
- A system that integrates with existing internal systems such as the HR system (UltiPro), Financial System (Financial Edge - Blackbaud) to eliminate duplicate data entry functions such as financial transactions, cash receipting, and billing; and external systems such as the USCIS systems to ensure immigration forms and updates are available.
- A system that allows staff to access the system at multiple remote locations and update information across the entire system in real time.
- A system that integrates with the Agency's financial system to accommodate a centralized cashiering function that permits cash receipt using a shared customer file.
- A system that is flexible and scalable to meet future business and technology needs.
- A system that is able to meet the needs of or integrate with other Agency programs (Agency programs not defined in the scope of this RFP).

In addition to the objectives described above, the Agency expects that the CMS project will be managed on time and within budget. The Agency further anticipates standardization of business processes, business rules and practices through process workflow that will simultaneously leverage the efficiency of automation and ensure adherence to best practices. Increased use of standard practices should result in a decrease in the percentage of service delivery activities/tasks that are captured outside the system.

Increased self-sufficiency is a key goal of the CMS project, for both internal and external stakeholders. This capability includes receiving and processing files electronically from all parties and thereby significantly reducing the number of disparate legacy systems maintained by IT while increasing functionality, usability, and accessibility. Additionally, implementing client service delivery and workflow management tools, leveraging automation, and creating user-centric views into clients and client data, will reduce the Agency's reliance on the IT department to develop and produce reports needed to have a holistic view of the clients as they access services.

TECHNICAL SUMMARY

The Agency is seeking proposals for an integrated CMS and comprehensive implementation services. The proposals will include a recommendation for the system that best meets the Agency's functional requirements, as well as an estimate of the implementation time, hardware and software requirements. In addition, the proposal will describe the responsibility and level of involvement of the Agency personnel for implementation and operational maintenance. Other components of the proposal will include training approach and requirements and recurring and non-recurring costs required for implementation and maintenance of the recommended solution. The software and services package proposed for the winning vendor will provide the Agency with a single solution to replace its current systems.

The Agency seeks a single, integrated system that seamlessly combines the following required functionality:

- Service Inquiry/Referrals:
 - The system has the ability to maintain detailed information about referral sources made to and from the Agency such as organization name, program name, contact details and, type of referral.
 - The system has the ability to quickly search for an existing client from anywhere, using user-defined criteria such as first name, last name, address etc....
 - The system allows for staff to capture inquiry details including anonymous inquiries, staff time spent providing assistance etc....
 - The system has the capability to generate a notification or alert to let a program staff know of a new case.
 - The system has the ability to capture change and/or outcomes in a referral status such as indicating whether the client has been assigned and whether any further action is required.
 - The system provides the ability to record user-defined responses to the referral (e.g. staff can provide information, advocacy, donations, etc...).
- Client Data Tracking:
 - The system has the ability to manage all client and household/relationship data (child, parent, brother/sister) including demographic, health, socio-economic data, and contact information, internal and external referrals.
 - The system allows staff to view everyone with whom a client has a relationship and follow history as relationships change (i.e., marriage, divorce, children, etc...).
 - The system has the capability to record client information changes without losing point-in-time information (e.g. name change, address change etc...).
 - The system allows for custom fields to be added to collect data specific to the Agency program/service.

- The system has the ability to collect and visualize critical data elements, e.g. process/outcome milestones, at individual and program/class level.
- Client Assessment and Interaction with Clients:
 - The system provides the ability to create assessment tools and perform complex reporting on assessments.
 - The system allows for sequential assessments (pre-test, post-test) at user-defined intervals with internal alerts.
 - The system has the ability to capture client assessments (goals, strengths, interests, and aspirations) and facilitate client enrollment to suitable services.
 - The system has the ability to communicate with clients at agency, division, program, class level by email / text.
 - The system has the ability to provide robust and easy to use survey functionality that collects and stores key data at various levels and through various means:
 - Anonymous surveys and surveys tied to client.
 - Surveys linked to agency, division, program, class, instructor, etc...
 - Ability to send mass surveys anonymously and personalized via email/text.
 - Survey ability that automatically updates individual records within the system.
 - The system has the ability to provide a public facing portal to facilitate data entry by the client him/herself (e.g., during registration, surveys, scheduling, digital signing, payment processing etc...).
- Workflows:
 - The system has a number of standard workflows with the ability to configure them.
 - The system workflows can be created to align the program work processes.
 - The system has the ability to interrupt workflows by using configurable validation rules.
 - The system allows programs to define criteria for notifications and alerts at critical touchpoints in the workflow.
 - The system supports a variety of alert methods such as SMS, emails, flags.
 - The system has ability to accept a referral to a waitlist and list it as an outcome to be tracked.
 - The system has the capability to prioritize clients on a waitlist, and move a client from a waitlist to an active case.
 - The system allows for recording actions against a client on a waitlist such as changing a client's priority and referring them for other services.
 - The system has the ability to automatically trigger waiting list changes following a program vacancy or client program exit.

- Service Delivery, Case Management and Staff Management:
 - The system has the ability to manage staff members and assignment of Staff to one or more clients.
 - The system has that ability to manage class enrollment, prerequisites, instructors, schedules, attendance, pre-test/post-test and certificates/outcomes.
 - The system has the ability to track client receiving multiple services across multiple programs.
 - The system has the ability to track time spent on case related (client and non-client facing) and non-case-related activities.
 - The system provides the capability to record activities against a client case or care plan.
 - The system has the capability for notes to be date and time stamped.
 - The systems allow for file attachments to be indexed by format type and searchable.
 - The system provides the capability to configure case note activity breakdown into client facing and non-facing activities.
 - The system provides the capability to manage Facility and Equipment rentals.
 - The system provides capability to manage youth programs; including enrollments, attendance, and student health profile (i.e. medications, health problems, allergies, immunizations etc.) in accordance with HIPPA/FERPA.
 - The system shall manage volunteer participation (hours worked, assigned tasks, achievements) in community projects, events, and activities.

- Care Plans:
 - The system allows program staff to define and configure a care plan for a client or group/ family with goals/tasks.
 - The system allows program staff to assign priorities and dates to actions and activities.
 - The system allows program staff to create alerts (program specific or system wide), for activities and events if a client is at risk or poses a risk.
 - The system provides the capability for staff to track a client's progress against a care plan/goals/tasks etc....
 - The system allows staff to align/link actions and activities to each other and prioritize them in relation to each other.

- Groups:
 - The system allows for the creation of groups for clients with similar characteristics and assign a staff to the group.
 - The system has the capability to create an attendance register based on group activities.
 - The system allows for a user-defined way for group notes to be easily recorded and reported.

- Document Management:
 - The system allows for the creation of document templates, record client information and save the template against a client file.
 - The system allows for documents to be emailed from within the system.
 - The system allows for secure upload and storage of scanned documents.
- Billing:
 - The system has a comprehensive Billing System (create and send invoices, billing arrangements, discount plans, support credit card processing and ACH, refunds and, service cost breakdowns etc...).
 - The system allows for the creation and viewing of an invoice associated with a client.
- Queries and Reporting:
 - The system shall provide tracking and visualization of client and program data over time (client/program outcome and milestones, goal achievement, client journey, program gaps, program performance, service enrollments, etc.) to provide insights into trends and future implications.
 - The system provides the capability to modify and save standard reports so that they can be re-run.
 - The system allows for ad hoc queries with data exported for external formatting.
 - The system allows for all system data – including the data entered into applications, review forms, and client progress reports – in reports and queries.
 - The system has a dashboard view, which summarizes the clients, cases and tasks currently relevant to each individual user.
 - The system allows users to easily run queries even if they are casual users.
 - The system allows for ad hoc reports, which can include custom data columns, datasets, sorting, grouping, logos, headers, charts and graphs etc.
 - The system has the capability for users to set reports to automatically run and be sent to individuals or groups.
 - The system provides the capability for staff to quickly view their favorite reports, and queries and actions, without navigating a much larger set.
 - All data visible to users can be exported into another file format, such as .xls or .csv.
 - The system allows for created extracts to be added/saved to a data extract menu.
- Access, Permission, Security and Audit Logs:
 - The system allows for role-based access to view, edit or delete data for a wide variety of system functions.
 - The system can limit access to a client's receiving certain type of services (such as client receiving immigration services).
 - The system has the capability to record staff actions in an audit log.

- Configuration/Customization of Fields:
 - The system allows for an unlimited number of custom fields to be added, which can be placed on most screens in the system without too much impact to the ability to perform upgrades as needed.
 - The system allows for fields to be moved within the interface, or hide or delete them altogether.
 - Ability to configure or have an e-signature ability.
- Integration
 - The system can automatically exchange data (API, import/export of data, interface with databases), with a broad range of third party applications.
 - Agency IT Dev team can use an API or a direct ODBC database connection to create custom data feeds to an external system.

SCOPE OF SERVICES

1. Vendor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified in this RFQ for our Agency.
2. Vendor shall provide an on-premises, turn-key Client Management System (“Solution”) that allows skilled staff in various locations to access the Solution, whether for information entry, updates, or retrieval.
3. Vendor shall manage the overall implementation and launch of an Agency CMS per the approved business requirements.
4. **Construction.** The Vendor shall develop and produce the Solution according to the requirements in this RFQ.
5. **Installation.** Upon successful completion of construction of Solution, Vendor shall install and configure the Solution in a test environment. Vendor shall continue to install and configure the Solution and any subsequent revisions in the same or similar environments to allow the Agency to perform acceptance testing.
6. **Installation Support.** Vendor shall provide Subject Matter Expert (“SME”) support during the installation of the Solution. SME support shall include, but is not limited to:
 - a. Assisting the Agency in developing processes and procedures appropriate for the Solution
 - b. Working with the Agency to determine and document a security architecture appropriate for the Solution
 - c. Support during implementation to triage any issues
 - d. Participate in pre and post implementation meetings
7. **Testing.** Vendor shall provide a testing platform for the Agency to be used at any time. This includes implementation, release/patch upgrades, and for the Agency’s testing of applications with the Solution. In addition to the testing environment, Vendor shall provide technical support for operational testing and evaluations. Specific testing & evaluation tasks include, but are not limited to:
 - a. Develop a recommended and documented Test Plan for system and user testing

- b. Perform functional and security testing
 - c. Perform system, and user acceptance testing (UAT)
8. **User Acceptance Testing.** Upon successful completion of installation, the Agency shall conduct User Acceptance Testing (“UAT”) which is the process of the Agency’s SME verifying in a test environment that the Solution meets requirements of the Scope of Services.
9. **Deployment, Inspection and Acceptance Criteria.** Upon successful completion of the UAT phase as determined by the Agency, Vendor shall deploy Solution. After deployment, the Agency will be entitled to inspect and test the Solution to determine if it operates in accordance with, and otherwise conforms to, the Acceptance Criteria. “Acceptance Criteria” means the criteria by which the Solution will be evaluated for purposes of determining acceptance by the Agency, which shall include the functional, technical, design and performance characteristics and other requirements. If the Agency determines that the Solution successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, then the Agency will notify the Vendor that the Agency accepts the Solution (“Acceptance”). If the Agency determines that the Solution does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then it will provide Vendor with a notice describing the Defect(s). A “Defect” means a bug, failure, malfunction, or nonconformity in the Solution that prevents the Solution from operating in accordance with the applicable Acceptance Criteria or producing correct results. Vendor will correct the Solution defect, at no additional cost to the Agency. If Vendor delivers a corrected version of the Solution, then the Agency will be entitled to repeat the testing process. Agency shall not be deemed to have accepted a Solution unless it notifies the Vendor that the Solution has successfully passed the Acceptance testing by providing the Acceptance notice which it will do upon completion of Acceptance testing.
10. **Training.** Agency requires that all users of the Solution, which includes the Agency’s personnel, administrators and support teams, be trained to correctly utilize the Solution. Vendor shall be responsible for developing and updating the training material content, as well as providing onsite and remote training, along with associated materials. The remote training shall be hosted by Vendor and the Vendor shall provide the required content. In addition to any training materials, the Vendor shall also provide user and technical manuals in an electronic format. All master copies of training documentation shall be provided at no additional cost to the Agency in a mutually-agreed to format.

Minimal Customizations Objective

Agency requires a solution using software that must be deployed with minimal customization. Techniques to avoid customization should include, among other things:

- 1. Configuring the solution using standard configuration parameters.
- 2. Reengineering the Agency’s business processes to effectively use the process models inherent in the solution.

3. Using third party software (that is not part of the software suite) only when necessary and shown to be cost-effective.

To the extent that custom or customized software is required to fulfill the RFP requirements, any such software should be used, and any such customizations should be made as a last resort and must be cost-effective. The awarded vendor shall use methodologies that have been tested and have delivered successful solution implementation, maintenance, and operation support for not-for-profit entities.

Business Process Reengineering Objective

Agency anticipates that it will undergo business process reengineering in order to efficiently and effectively implement the CMS. Agency's objective is to leverage the CMS business processes and reporting capability and minimize to the extent possible the vendor's customization of its CMS. The awarded vendor shall identify the business process change opportunities, analyze their impact, and communicate to Agency the implications for change management of the same.

Organizational Change Management Objective

Agency acknowledges that there will be extensive organizational and operational changes required as part of the implementation of the CMS. Each vendor shall propose how, if selected to implement an organizational and business process change management program designed to ensure acceptance and use of the new CMS and reporting tools by relevant agency employees in conformity with Agency's requirements.

Data Extraction and Conversion Objective

Each vendor shall develop and propose a strategy to extract and convert relevant legacy data into the CMS. Each vendor shall identify the methodology and the approach for the implementation of tools and procedures to perform the Agency legacy data extraction, transformation and loading into the CMS.

SOLUTION REQUIREMENTS

The "Project Requirements – CMS" document (separate Excel file attachment), contains details of the business and technical requirements of the CMS solution that Agency seeks. Agency has identified each requirement and as part of the RFP response requirements, vendors are asked to use the "CODE" column to provide information about how the proposed solution meets the requirement. To review the contents of the requirements by category, you see a summary review in the appendix.

1. A "Not Offered", indicates that the system does not meet the requirement and is not offered by the vendor.
2. A "Standard", indicates that the system meets the requirement and is fully functional in the product proposed in the RFP response.

3. A “Third Party”, indicate the solution could meet the requirement only with significant configuration, customization, and/or use of third party software. An explanation should be provided in the RFP response.
4. A “Customizable”, indicates modification required, and also indicate the solution could meet the requirement only with significant configuration, customization. An explanation should be provided in the RFP response.

Vendors are required to use **Attachment B Module Requirements** document to respond to each item listed as part of their submission. Explanations to a response should be provided on a Notes/Comments column, referring to the item number shown in the “#” column.

Implementation Timeline

The Agency requests that the vendor be prepared to implement the solution this fiscal year 2019. Included in the initial proposals, the vendor should include a detailed implementation plan that outlines training schedules. Vendor will provide timeline while detailing their development and implementation plans for the Client Management System.

Solution Demonstrations

Proposers may be required to participate in demonstrations of their proposed solutions. This proposal will be presented to a panel comprised of project stakeholders. Proposers will be allotted time to demonstrate the functionalities of their proposed solution and its ability to meet the needs of the Agency. Proposers who are selected to participate in the demonstration round of this RFP process should make every effort to attend. ALL VENDOR DEMONSTRATIONS WILL BE ON SITE.

4. SOLICITATION INSTRUCTIONS AND PROPOSAL OUTLINE

A. SOLICITATION INSTRUCTIONS

1. Written questions will be accepted through the date listed in the timeline above. Questions should be submitted via email to the RFP Agency contact. Submission of written questions will be the ONLY opportunity for vendors to ask questions about this RFP. An addendum will be prepared from the written questions and answers. This addendum will be posted on Agency's website for public review. Questions concerning this procurement will not be accepted outside of this written question process.
2. We recommend that you do not wait until the due date and time in case there are technical difficulties during your submission.
3. Proposals must be submitted in a complete proposal package containing all required documents, supporting information and attachments.
4. Each Vendor must submit their proposal as follows:
 - a. **One (1) PDF of required documents with original authorized official signature submitted via email to the Agency RFP contact.**
 - b. **One (1) electronic copy of Attachment A – Vendor Proposal Responses and Qualifications submitted via email to the Agency RFP contact** (*this list is also included in this document in section 5*)
 - c. **One (1) electronic copy of Attachments B(1) and B(2) – Excel Module Requirements submitted via email to the Agency RFP contact.**
 - d. **One (1) electronic copy of Attachment C – Excel Bidsheet submitted via email to the Agency RFP contact.**
5. Proposals must be received by Agency **no later than the time stated in the timeline above.** Proposals received after the deadline will not be accepted. Faxed submissions and postmarks are not acceptable.

10. PROPOSAL OUTLINE

The vendor should follow these instructions/guidelines outlining the format and content of the proposal to be submitted to the Agency. This proposal process is intended to elicit responses that clearly communicate the Proposer's understanding of the Agency's requirements and needs. Additionally, the Proposer should clearly

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demonstrate their approach to delivering the recommended solution throughout the implementation process. The Proposer should detail a plan highlighting the level of support provided to the Agency after implementation. Proposers should only include the requested information outlined below.

1. Section 1 – Proposal Summary:

This section should discuss the highlights, key features and distinguishing characteristics of the Proposer and the recommended solution. On a separate sheet, include contact information for individuals involved with this Proposal. Limit this chapter to a total of three (3) pages excluding the separate sheet.

2. Section 2 – Profile of the Proposing Company:

This section should include a brief description of the primary Proposer's company size and organizational structure. Include a discussion of the primary Proposer firm's financial stability. Additionally, this section should highlight the firm's resources and capacity to successfully implement the recommended solution. Include all other firms participating in the Proposal. The abovementioned information should be supplied for all sub-contractors related to this project.

This section should include a listing of any lawsuit or litigation, and the result of that action resulting from (a) a public project undertaken by the Proposer or by its sub-contractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

3. Section 3 – Qualifications of the Firm:

This section should include a brief description of the Proposer's and sub-Proposer's qualifications. The proposer should highlight previous experience dealing with similar or related projects. Provide a description of pertinent project experience with other not-for-profit, public and/or private sector. The description should include a summary of work performed, the percentage of work time the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of at least 3 current clients to be contacted for references.

4. Section 4 – Work Plan or Proposal:

This section should present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal should establish that the Proposer understands the Agency's objectives and work requirements and the Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the Agency's schedule, outlining the approach that would be undertaken in providing the requested services. The Agency would like to use the solution in 2018. Based on the Proposer's experience implementing the solution in similar organizations, the response should outline how this could be achieved, including any key project assumptions.

5. Section 5 – Project Staffing:

This section should discuss the level of staffing proposed to support this project, through both implementation and the years following. Key project team members should be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for Key Proposer personnel should be included. Key personnel will be an important factor considered by the reviewers. Changes in key personnel may be cause for rejection of the proposal.

6. Section 6 – Proposal Exceptions:

This section should discuss any exceptions or requested changes that the Proposer has to the Agency's RFQ conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements listed in the function, technical and legal requirements of the document.

7. Section 7 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed envelope):

Proposers should submit their price proposal according to the format provided in Software Cost Attachment (Attachment #).

This section should include the proposed costs to provide the desired services desired for the first year of the contract and annual maintenance and support costs for four years. The pricing for the first year should include all professional services required for installation, implementation, data conversion, application development, training, the first year warranty, maintenance, and support as well as any applicable license costs. Include any other cost and price information, plus a not-to-exceed amount for the first five years of the contract that would be outlined within the potential agreement with the Agency.

Please note that the Agency does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments and deposits. Further, no costs incurred by the Proposer in drafting this proposal shall be paid by the Agency.

8. Section 8 – MBE/WBE/Veteran Owned Solicitation Commitment Form

The Agency is committed to the ideal of providing all vendors an equal chance to participate in the Agency's Contracting opportunities. It is therefore the Agency's goal to encourage increased utilization of Certified Service Disabled Veteran-Owned Business (SDVSB), Minority-Owned Business Enterprises (MBE's), Women-Owned Business Enterprises (WBE's), and Historically Underutilized Business (HUB) whenever practicable and reasonable. In order to demonstrate good faith commitment to these goals, all bidders are required to indicate if they are MBE/WBE/HUB/SDVSB and include that information in their proposal. If certified, the vendor should provide certification (s) documents.

9. Section 9 – Response to Functional and Technical Requirements

The Proposer will be provided with the requirements document containing both functional and technical requirements. Proposers should take time to address whether or not their proposed solution meets each individual requirement.

In the “CODE” column, Proposers are required to respond with one of the options (See Solution Requirements) indicating if the requirement can be met. The requirement document should be included in the submitted materials with appropriate “CODE” marked for each requirement. For comments, the proposers are encouraged to use the “NOTES/COMMENTS” Column to indicate how requirements are met or how unsatisfied requirements are resolved.

11. OTHER PROPOSAL INFORMATION

1. USE OF SUBCONTRACTORS

It is Agency’s preference to award this contract to a contractor capable of performing all work listed under this solicitation in-house. While the use of subcontractors may be necessary for some goods or services Agency must be notified and approve of subcontractor in writing. The use of subcontractors shall be a factor considered when evaluating the bids for possible delays in timeliness of service delivery and protection of Agency brand secrets. Any bidder who intends or may need to utilize a subcontractor to provide these services needs to note that on the bid documents.

2. COST OF RFP PREPARATION

All costs incurred in the preparation of the proposal are the responsibility of the vendor and will not be reimbursed by Agency.

3. VENDOR CONDUCT

No gratuities of any kind will be accepted including meals, gifts, or tips during this RFP process. Violation of these conditions will subject the Vendor to immediate disqualification from the Proposal process.

4. PUBLIC DISCLOSURES

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of Agency.

5. USE AND DISCLOSURE OF INFORMATION

If a Proposal includes proprietary data, trade secrets, or information the Vendor wishes to exclude from public disclosure, then the Vendor must specifically label such data, secrets, or information as follows: **“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION.”**

To the extent permitted by law information labeled by the Vendor as proprietary will be used by Agency only for purposes related to or arising out of the following:

- 1) Evaluation of Proposals
- 2) Selection of a Vendor pursuant to the RFP process
- 3) Negotiation and execution of a Contract, if any, with the selected Vendor

BakerRipley is a governmental body for purposes of the Texas Public Information Act and as such, complies with this law.

6. OWNERSHIP OF PROPOSALS

All Proposals become the physical property of Agency upon receipt.

7. BRAND NAME

Any catalog, brand name or manufacturer's reference used in the RFP is for descriptive purposes only (not restrictive), and is used to indicate type and quality desired. Proposals on brands of a like nature and quality will be considered.

Agency reserves the right to accept or reject any or all proposals as may be deemed in the best interest of Agency. Agency will evaluate all proposals according to a set of criteria that is scored and then weighed as to importance in the overall evaluation process. Proposals will be evaluated only on information submitted in the proposals.

8. STATEMENT OF NON-COMMITMENT

This RFP is not an offer to enter into an agreement with any Vendor; it is a request to receive Proposals from Vendors interested in providing goods or services to Agency. Agency reserves the right to reject all Proposals, in whole or in part. Agency will not have any obligation to a Vendor until it has entered into a contract with the Vendor on terms and conditions satisfactory to Agency. Agency entering into negotiations with a Vendor, with respect to any Proposal or otherwise shall not be deemed to be an acceptance of such Proposal or contract with the Vendor.

9. MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE), SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVSB) AND/OR HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Agency supports and encourages M/WBEs, SDVSBs and HUBs to solicit Proposals for current, existing, and future procurements. As a social service Agency, Agency is committed to the opportunity of equal access by all segments of our community.

10. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice will be acceptable. All interpretations of specifications shall be made on the basis of this statement.

11. GOVERNING INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, Agency's interpretation shall govern.

12. COMPLIANCE WITH RFP REQUIREMENTS

By submission of a Proposal, the Vendor agrees to be bound by the requirements set forth in this RFP. Agency, at its sole discretion, may disqualify a Proposal from consideration if Agency determines a Proposal is non-responsive and/or non-compliant, in whole or in part with the requirements set forth in this RFP.

13. BINDING EFFECT OF PROPOSAL

Each Vendor agrees to and shall be bound by the information and documentation provided with the Proposal unless otherwise agreed in writing and signed by Agency's Chief Executive Officer, Chief Operating Officer or Director of Procurement and Contract Administration.

14. RIGHT TO MODIFY, RESCIND OR REVOKE RFP

Agency reserves the right to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of Agency executes a Contract with the selected Vendor.

15. DEBARMENT AND SUSPENSION

Pursuant to OMB Circular No. A-110 the Vendor shall comply with the non-procurement debarment and suspension common rule, "Debarment and Suspension." This common rule restricts sub-awards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

16. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. Vendor is further advised these requirements shall be fully governed by the laws of the State of Texas.

17. OVERCHARGES

The Vendor hereby assigns to Agency any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of Agency of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

18. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product information in the Proposal. Literature, brochures, data sheets, specification information, and completed forms requested as part of the Proposal and any other facts, which may affect the evaluation and subsequent contract award, should be included. Materials such as legal documents and contractual agreements, which the Vendor wishes to include as a condition of the Proposal, must also be in the Proposal.

19. PRICING

Where unit pricing and extended pricing differ, the price that best benefits Agency, as determined by Agency, will prevail.

20. QUANTITIES

Unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals. Quantities ordered may be increased or decreased by Agency as deemed necessary during the Contract period.

21. INSPECTIONS

Agency reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a Vendor fails to satisfactorily show an ability to perform, Agency can reject the Proposal as inadequate.

5. PROPOSAL EVALUATION PROCEDURES

(This section has also been included as a separate document in the vendor package)

PHASE ONE: VENDOR PROPOSAL REVIEW PROCESS –

Scoring

<u>Activity</u>	<u>Points</u>
Vendor Experience	10
Quality and Content of Written Proposal	10
Tech Qual/Approach, Proposed Software, Demo	40
Project Resources	10
Post Go-Live Requirements	5
Price	20
MBE/WBE/HUB Description/Participation	3
Community Involvement	2
Total Points Possible	100

Vendor Experience and Written Proposal Evaluation Criteria

The completion of Attachments from the vendor will be evaluated and scored in accordance with the criteria below:

- A. Vendor Experience - Vendor's experience provided in the three (3) project references submitted in the Proposal.

- B. Quality of Written Proposal
 1. Conformance with and applicability of information to RFP requirements
 2. Clarity of organization and explanation
 3. Overall quality and consistency of presentation, including completeness and accuracy of information.

- C. Content of Written Proposal -
 1. Executive Summary - a brief narrative providing the business case describing the increased value the agency shall receive from selecting the product in the proposal.
 2. Functional and Technical Requirements – Vendor's responses to the detail requirements

(see requirements document)

3. Project Plan - A narrative with details that provides a description of the project plan and approach for implementing the system. This section includes the following topics
 - i. Implementation approach and plan
 - ii. Customizations/modifications
 - iii. Training plan
 - iv. Change management plan
 - v. Testing
 - vi. Fit-Gap Analysis and process reengineering
 - vii. Risk mitigation strategy

- D.** Proposed Software - A high-level description of the software and third party products proposed.
 1. Proposed System Overview
 2. Third Party Products/Software

- E.** Project Resources – Vendor’s ability to complete the project as planned and on schedule. Details on the type and amount of implementation support provided by the Vendor Team.
 1. Vendor team’s project staffing information
 2. Required agency resources to be provided

- F.** Post Go-Live Requirements – A description of the support services after implementation is completed.
 1. Plan for providing quality customer service/support, including system maintenance and support program.
 2. Minimum service guarantees; proposal to ensure quality customer service (performance guarantees, compensation deductions for sub-par performance, other quality incentive plans).

- G.** Price - The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing vendor.

- H.** MBE/WBE/HUB Description/ Participation – the vendor demonstrates that they meet the certification criteria.

- I.** Community Involvement - Vendor demonstrates active participation in bringing positive,

measurable change to both the communities in which they operate and in their business. Community involvement include employee volunteer days, enduring nonprofit partnerships, donations and advocacy in community initiatives etc.

PHASE 2 - VENDOR SELECTION PROCESS

After the scoring of Phase One (1) is complete, the Evaluation Team will begin Phase Two (2) by holding sessions for the three (3) highest scoring vendors to conduct software demonstrations, presentations and selection interviews. These areas, in addition to the Phase One (1) areas, will contribute to the overall score a vendor receives at the end of the scoring process. The outcome of the scoring process in each of the areas scored, will be shared with each vendor after a final selection has been made.

Vendor Software Demonstrations and Presentations.

- A.** Software Demonstrations - Demonstration of the software that is proposed by the vendor to assess the extent the software meets the business needs of the organization. The demonstrations for each vendor will be held on-site at the Agency's facilities. Software demonstrations are an integral part of the selection process. Vendors that cannot demonstrate their software during the dates prescribed by the Agency may be eliminated from further consideration.

- B.** Vendor Presentation – During the onsite demonstration, vendor will ensure their presentation provide clarification, additional information, and/or a better understanding of vendor Proposal. The following factors (including, but not limited to) will be taken into account during the presentation:
 - a. Business environment - ability to define the size and scope of project the Agency is envisioning.
 - b. Implementation plan - ability to present a detailed project plan and describe how that plan will fulfill the project scope.
 - c. Business Process Improvement - approach to utilizing the proposed solution to improve the Agency's business practices, change management approach, and methodology for identifying process improvement opportunities.
 - d. Risk Mitigation - approach to identifying risk factors and minimizing the risk to a successful implementation.
 - e. Training Plan - ability to successfully identify and assess training methodologies that best suit the Agency.
 - f. Technology - ability to identify and assess technology platforms and architecture.

- C. Vendor Response to Questions - During on-site demonstration and presentation - Following the software demonstration and presentation, the will respond to questions from the evaluation team. The questions will consist of specific questions regarding individual Proposals, the capabilities of the proposed software, technical requirements, etc.

LOCATIONS

Agency reserves the right to add or delete locations and/or services during the contract term.

CONTRACT PERIOD

The Contract shall be valid for five (5) years. The initial term and Contract may be renewed for no more than four (4) one (1) year periods under the same terms and conditions. Agreement on each optional year must be in writing by Agency.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by BakerRipley until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the incoming vendor and the Agency to ensure a smooth and timely transition. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Agency. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

APPEALS PROCESS

An appeal may occur when a Vendor believes they were treated unfairly in the contract award process. All appeals must be handled in accordance with the following procedural guidelines:

Appeals must be submitted in writing within ten (10) working days from receipt of the letter of rejection to:

Chief Financial Officer
BakerRipley
4450 Harrisburg Blvd
Houston, TX 77011

The Vendor must base the appeal upon why they, rather than the Vendor selected for the award, deserve the contract.

The Vendor shall submit relevant information and any additional documentation requested by Agency's Chief Financial Officer to substantiate the basis for the Vendor's appeal.

Upon receipt of all requested documentation supporting the appeal, Agency's Chief Financial Officer will assess the appeal.

Notification of the action taken by Agency's Chief Financial Officer will be mailed to the Vendor.

PRE-AWARD DEBRIEFING OF OFFERORS

Vendors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

POST-AWARD DEBRIEFING OF OFFERORS

A vendor, upon its written request received by the Agency within three (3) days after the date on which that vendor has received notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

6. Exhibit A – Contract Terms

BakerRipley SERVICE AGREEMENT

PARTIES: This Service Agreement (this "**Contract**") is entered into this _____ by and between BakerRipley, a Texas non-profit corporation ("**Agency**"), and _____, an independent service provider ("**Contractor**").

SERVICES: Contractor shall provide expense management software (Services) for Agency.

TERM: The term for this Contract is from the effective date above through _____ ("**Term**").

Upon mutual agreement between Agency and Contractor, this Contract may be extended for four additional one-year terms. Any extension of the Services under this Contract must be in writing and executed by both parties.

AGREEMENTS: Agency hereby contracts with Contractor to provide, and Contractor hereby agrees to provide the Services, in accordance with this Contract, except as expressly modified in Special Provisions set forth below.

NOTICE ADDRESSES:

If to AGENCY:

If to CONTRACTOR:

BakerRipley
Procurement and Contract Administration
P.O. Box 271389
Houston, Texas 77277-1389

In addition to notice address above, notice may be sent to Agency at:

Contracts@BakerRipley.org

In addition to notice address above, notice may sent to Contractor at:

SPECIAL PROVISIONS: NONE

ENTIRE AGREEMENT:

This Contract, including its Attachments and any exhibits or schedules, all of which are expressly incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or commitments of the parties, written or oral. This Contract may be amended only by an agreement in writing executed by both parties, and no oral modifications of this Contract shall be effective.

SECTION I: SCOPE OF WORK

Contractor will provide Services as outlined in Exhibit A – Scope of Work.

Agency will provide the following Services:

SECTION II: COMPENSATION, INVOICING AND PAYMENT

1. **COMPENSATION.**

Agency will pay for Services rendered by Contractor, subject to the rates outlined in Attachment B – Rates.

2. **INVOICING.**

- a. Contractor shall submit invoices for charges due under this Contract no later than the 5th day of each month to Agency for the Services rendered the previous month.
- b. Contractor shall electronically submit invoices for charges due under this Contract to Agency's Representative.
- c. Each invoice shall include a description of the Services performed and dates of the Services.

3. **PAYMENTS.**

- a. Agency will make payments to Contractor within thirty (30) days following receipt of correct invoices by Contractor to Agency and after Agency has confirmed that all work has been completed in a satisfactory manner, including accurate and timely reporting.
- b. If the invoice is incorrect, Agency will notify Contractor within five (5) business days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, Agency will make payment within thirty (30) days.
- c. Checks will be made payable to the Contractor at the mailing address indicated on the invoice submitted.

- d. Agency is not required to pay invoices received more than one hundred and twenty (120) days after the last day that Services are performed or goods are received. Also, charges for items or Services outside the Scope of Work are not valid charges and Agency is not required to pay such charges.
- e. Agency will not be liable for any unbilled fees or costs incurred by the Contractor in the performance of this Contract. Agency will pay the Contractor only if the Contractor has complied with the terms of the Contract as specified herein.

SECTION III: GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR.

- a. Neither Contractor (if an individual) nor any of Contractor's employees shall be considered employees of Agency. No employee or subcontractor of Contractor shall be entitled to the rights or benefits afforded to Agency's employees, including without limitation disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Contractor and each of its subcontractors (if any) is responsible for providing at its own expense, any disability, unemployment, worker's compensation or other insurance or benefits and all training, permits, and licenses for its employees.
- b. Contractor will determine the method, details, and means of performing the Services and control, direct and supervise its employees and subcontractors (if any) in the performance of the Services. Contractor is, and at all times shall remain, an independent contractor, and nothing herein shall be construed as creating a relationship of principal-agent or employer-employee or a joint venture or partnership between Contractor and Agency.

2. CONTRACTOR PERFORMANCE STANDARDS.

- a. Contractor agrees to furnish all materials, tools, and equipment required in the performance of the Services. Contractor shall pay, and be solely responsible for all such materials, tools, and equipment, and indemnify and hold Agency harmless from, all travel or other business expenses, including transportation, telephone expenses and other expenses incurred in connection with performing the Services.
- b. Contractor and its employees performing Services shall have and maintain current and good standing throughout the term of the Contract all current licenses, permits and rights required for the performance of its obligations under this Contract.
- c. Contractor shall remove any employees from direct contact with and Agency customer who is alleged to have committed child abuse or neglect; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct customer contact; however, the Contractor shall notify Agency of its intent to do so ten (10) working days prior to the reassignment. The Contractor must provide the reasons for the reassignment. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with customers.
- d. Contractor shall verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Tex.Rev.Civ.Stat. Ann. Art. 4476-15 as amended. This verification and disclosure will be required of all who either have direct contact with

customers or perform services on Agency property. This disclosure shall be made prior to performance of any contractual requirements. In addition, Contractor must provide written assurance of the disclosure to the Director of Procurement & Contract Administration upon either Contract renewal (if applicable) or every twelve-month period, whichever is earlier.

- e. Contractor shall not conduct or attempt to conduct business with employees, customers, subcontractors, agents, and volunteers outside of performing Services.
- f. Contractor shall not initiate or participate in criminal or otherwise inappropriate behavior, or encourage employees, customers, subcontractors, agents and volunteers to initiate or participate in criminal behavior.
- g. Contractor shall not use, possess, sell, purchase, exchange or be under the influence of alcoholic beverages, illegal drugs or other intoxicants (drugs) at any time on Agency premises or while performing Services.
- h. Contractor shall not initiate, allow or participate in harassment or sexual harassment. Harassment is verbal, physical or visual conduct of a racial, ethnic or other nature that, in an individual's opinion, impairs his or her ability to perform the job. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to the conduct unreasonably interferes with that individual's work performance or creates an intimidating, hostile or offensive working environment.
- i. Contractor shall not tolerate harassment or sexual harassment by an Agency employee, other subcontractor, agent or volunteer. Immediately report an incidence of harassment or sexual harassment to Toyi Vaughan, Director of Compliance at either (713) 685-6537 or tvaughan@bakerriley.org.
- j. Contractor shall wear a clearly identifiable uniform and/or identification badge while performing Services and wear appropriate clothing, shoes and safety gear.
- k. Contractor shall immediately report any observed physical, verbal, emotional or sexual abuse of a customer.
- l. Contractor shall provide written assurance that a background check has been conducted in the last 6 months for all employees performing Services, and that all parties with background check resulting in violation of this contract are immediately prevented from performing Services. Assurances and removal of contracted staff must be communicated to the Director of Compliance as noted in section 2(i) above.

3. **INDEMNITY.**

- b. Contractor agrees to fully and completely indemnify, protect, defend and hold harmless Agency, its corporate affiliates, and its and their respective officers, directors, employees, volunteers, agents and representatives (collectively, the "Agency Parties") from and against any and all claims, losses, allegations, demands, lawsuits, causes of action, judgments or other litigation against Agency Parties to the extent any such claims, losses, allegations, demands, lawsuits, causes of action, judgments or other litigation are caused by or result from any act or omission of Contractor or any agent, representative or employee of Contractor on account of death, personal injury or property damage or on account of the breach by Contractor of any of its representations, covenants or agreements set forth in the Contract, all regardless of whether Agency Parties are negligent in whole or in part. The indemnity obligations of Contractor hereunder shall extend to and include, without limitation, any costs or expenses including attorney's fees incurred by Agency Parties in connection therewith. In the event Agency is the prevailing party under an action for breach, Contractor shall be liable for payment of reasonable attorney's fees and for costs and expenses as allowed by law.
- c. Contractor shall have the full exclusive liability for payment of liens, taxes and assessments incurred by Contractor in connection with Services provided by Contractor under this Contract. Agency shall not be obligated to pay, and shall be promptly reimbursed by Contractor if Agency does pay any additional amount for bonds, benefits, taxes, penalties, or interest, if any, levied against Agency or Contractor by reason of any failure of Contractor to comply with the laws, rules or regulations of any taxing or governmental authority or the provisions of this paragraph, and Contractor shall indemnify and save

Agency, its corporate affiliates, their respective officers, directors, employees and agents free and harmless from payment of any and all such benefits, taxes, penalties, and interest.

- d. No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Contractor in accordance with requirements set forth in the Contract.

4. **TERMINATION.**

This Contract may be terminated as follows:

- a. If at any time Contractor does not have the necessary current licenses, permits or rights required for the performance of its obligations under this Contract, Agency shall have the right to cancel this Contract immediately upon written notice to Contractor.
- b. Either party may terminate this Contract, with or without cause, upon thirty (30) days prior written notice to the other party.
- c. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party will give written notice thereof. If the default is not cured within ten (10) days following the notice, the other party may then terminate the Contract by written notice.
- d. If this Contract is cancelled/terminated for any reason whatsoever, (a) Contractor will be entitled to invoice Agency for Services provided to the date of cancellation/termination and (b) Agency will make payments on such invoices according to the terms outlined in this Contract.

5. **CONFIDENTIALITY.**

Proprietary and Confidential Information. Contractor may receive or have access to information that is proprietary or confidential to Agency. Such "Confidential Information" may include but is not limited to: customer information, student records, institutional policies, business strategies, and financial information. Contractor shall not disclose or use any such information made available to Contractor or to which Contractor has had access, in any manner, at any time, or to any person, without the express written consent of an authorized Agency representative, or as required by law. Contractor agrees to hold all Confidential Information in the strictest confidence. Contractor shall use Confidential Information solely for the purpose of performance under this Contract. Upon termination of this Contract, Contractor shall promptly return any proprietary and confidential information belonging to Agency.

6. **INSURANCE.**

At least thirty (30) days prior to the Effective Date of the Contract or any renewal term and prior to any payment to the Contractor under this Contract, the Contractor, at its sole expense, will maintain in effect at all times during the full term of the Contract and will furnish to Agency Procurement Department Certificates of Insurance for the following:

- a. Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - \$2,000,000 Products & Completed aggregate
 - \$1,000,000 Personal & Advertising Injury
 - i. - \$ 50,000 Fire Legal Liability

ii. - \$ 5,000 Medical Payment

b. Workers' Compensation (or its equivalent) and Employers Liability

	State Statutory Limits
- Employers' Liability – each person	\$1,000,000
- Employers' Liability – Disease Policy limit	\$1,000,000
- Employers' Liability – Disease each person	\$ 100,000

c. Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purposes as a "A-" or better whose policies cover risks located in the State of Texas.

All policies, except Workers' Compensation, must include:

- i. Punitive Damage Coverage
- ii. Primary and Non-Contributory Wording
- iii. Cross Liability Coverage and Severability Endorsements

Payment and/or performance bonds may be required for some projects. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the Texas Department of Insurance. Such assurances of completion will run to the Texas Department of Insurance as obligee and must be documented prior to the start of Services. This bonding requirement applies to the extent required by Federal or state law.

All policies shall endorse Agency as Additional Insured (except workmen's compensation), with a Waiver of Subrogation, and a thirty (30) day notice of cancellation via email. If the Contractor fails to obtain insurance policies required, Agency may terminate the Contract without further notice to the Contractor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Contractor in accordance with requirements set forth in the Contract.

10. DISPUTE RESOLUTION.

Any dispute or controversy arising under or in connection with this Contract will be settled exclusively by final and binding arbitration in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will be selected by mutual agreement of the parties, if possible. If the parties fail to reach agreement upon appointment of an arbitrator within 30 days following receipt by one party of the other party's notice of desire to arbitrate, the arbitrator will be selected from a panel or panels of persons submitted by AAA. Judgment upon any award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction or application may be made to any such court for enforcement of any such award and the entry of whatever orders are necessary for the enforcement thereof.

11. ELECTRONIC TRANSACTIONS.

This Contract shall be legally binding and not denied legal effect, validity, or enforceability solely because an electronic form was used, or solely because one or all parties to this Contract executed this Contract by means of an electronic record or electronic signature, as cited by **COMMERCE & TRADE-Title 15 U.S.C, Chapter 96, Subchapter I.**

12. MISCELLANEOUS PROVISIONS.

- a. **Contractor may not assign its rights** or obligations under this Contract to a third party without the express prior written consent of Agency. Agency may withhold such consent in its sole discretion.
- b. **The failure of either party** to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- c. **If, for any reason**, any provision or portion of any provision of this Contract is held invalid, such invalidity shall not affect any other provision or portion of any provision not held so invalid and each other provision of this Contract shall continue in full force and effect.
- d. **Any** alterations, additions, or deletions to the terms of the Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the Contract without written amendment, and shall become effective on the date designated by such law and or regulation; and any other alterations, additions, or deletions to the terms of the Contract shall be amended hereto in writing and executed by both parties to the Contract.
- e. **All notices** given under this Contract must be in writing and delivered to the respective addresses of the parties set forth in the Contract or to any new address provided by a party in accordance with this notice provision. If notice is given by mail, it must be by certified mail, return receipt requested. Notice may also be by facsimile, by courier or overnight delivery. All notices hereunder shall be effective only on actual receipt (as evidenced by signature or by electronic confirmation of a facsimile), except that if notice is given by facsimile on a day that is not a regular business day of the recipient or after 3:00 p.m. on a regular business day of the recipient, such notice shall be effective on the next regular business day of the recipient.

13. LEGAL AND REGULATORY COMPLIANCE.

- a. **Texas Public Information Act** – Agency is subject to the provisions of the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. If a request for disclosure of this Contract or any information related to the goods or services provided under this Contract or information provided to Agency under this Contract constitutes a record under the Act is received by Agency, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes Agency to submit any information contained in this Contract, provided under this Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination on whether any such information may be excepted from disclosure under the Act. Contractor waives any claim

against and releases Agency, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract, determined by the Attorney General or a court of law to be subject to disclosure under the Act.

- b. **Equal Employment Opportunity** – Contractor shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.
- c. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – Contractor certifies it is in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- d. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** – Contractor certifies it is in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.
- e. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – Contractor certifies it is in compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous
- f. **Certification Regarding Undocumented Workers** – Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Contractor hereby certifies that Contractor, or a branch, division, or department of Contractor does not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Contractor or a branch, division, or department of Contractor is convicted of a violation under 8 U.S.C. Section 1324a(f), Contractor shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Agency notifies Contractor of the violation.
- g. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – Contractor certifies it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- h. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractor certifies it is in compliance with the Byrd Anti-Lobbying Amendment and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- i. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Texas and any action to enforce the provisions of this Contract shall be brought in a court of competent jurisdiction in Harris County, Texas.
- j. **Immigration.** Contractor represents and warrant that it shall comply with the requirement of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.
- k. **VEVRAA and Section 503 (Discrimination) – This contractor and all covered subcontractor shall abide by the requirements of 41CFR Section 60-1.4(a) (7), 60-250.4 as amended (41 CFR 61-300) and 60-741.4, if applicable, 29 C.F.R. Part 471, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities and all individuals without regard to race, color, religion, sex, or national origin.**
- l. **Force Majeure – The obligations of either party under this Contract will be excused during periods of delay caused by acts of God, shortages of power or materials, or events which are beyond the reasonable control of the party with the obligation (“Force Majeure Event”). In the case of a Force Majeure Event, the party that fails to perform an obligation shall: (i) immediately notify the other party of the Force Majeure Event and its expected duration, and (ii) take all reasonable steps to perform its obligations as soon as possible. In the event the Force Majeure event continues for more than thirty (30) days, Agency may terminate this Contract.**
- m. **Debarment and Suspension (E.O.s 12549 and 12689) – Contractor certifies, as included in Exhibit E – Certifications, that it is not listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.”**
- n. Agency shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor.

14. **REPRESENTATION.**

Contractor represents, warrants, and certifies that all information provided to Agency by Contractor in connection with this Contract is true and correct in all respects to the best of its knowledge and belief. Contractor represents that it possesses legal authority to enter into the Contract, receive and manage the funds authorized by the Contract, and to perform the Services Contractor has obligated itself to perform under this contract. The person signing the Contract on behalf of Contractor warrants that he/she has been authorized by the Contractor to execute the Contract on behalf of the Contractor and to bind the Contractor to all terms set forth in the contract. Texas Department of Housing and Community Affairs (TDHCA) shall have the right to suspend or terminate the Contract if there is a dispute as the legal authority of either the

Contractor or the person signing the Contract to enter into the Contract or to render performances thereunder. Should such suspension or termination occur, the Contractor is liable to the Agency for any money it has received for performance of provisions of the Contract.

EXECUTION.

This Contract may be executed in multiple counterparts, all of which shall constitute one agreement. A facsimile of an executed counterpart shall have the same effect as the original executed counterpart.

BakerRipley

By: _____

By: _____

Name:
Title:

Name:
Title:

_____ Date

_____ Date

(The remainder of this page was intentionally left blank)

EXHIBIT A – SCOPE OF WORK

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PROPOSAL COVER STATEMENT AND NOTICE OF INTENT (FORM I)

COMPANY NAME _____
 COMPANY STREET ADDRESS _____
 CITY, STATE, ZIP _____
 PHONE NUMBER _____ FAX NUMBER _____
 CONTACT NAME _____ TITLE _____
 EMAIL ADDRESS: _____ ALT. PHONE: _____
 COMPANY STATUS: (check one) Corporation ___ Partnership ___ Individual / Sole Proprietor ___ LLC ___

_____ We **do** plan to respond. _____ We **do not** plan to respond.
 Reason if 'do not': _____
 Mark **one** of the following:
 _____ We **wish to remain** in database. _____ We **wish to be deleted** from database.

Cooperatives

Is your business a member of any cooperative organization(s)? Yes ___ No ___
 If yes, provide name(s) of co-op(s): _____

Please mark "Yes" or "No" responses below with an **X**. **"Copies of Certification (s) Required"**

Business Certifications:	WBE Y <input type="checkbox"/> N <input type="checkbox"/>	DBE Y <input type="checkbox"/> N <input type="checkbox"/>	SBE Y <input type="checkbox"/> N <input type="checkbox"/>	PDBE Y <input type="checkbox"/> N <input type="checkbox"/>	MBE Y <input type="checkbox"/> N <input type="checkbox"/>	HUB Y <input type="checkbox"/> N <input type="checkbox"/>	SDVSB Y <input type="checkbox"/> N <input type="checkbox"/>	Other:
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It is agreed by the undersigned vendor that the signed delivery of this Proposal represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions. Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal Contract with Agency.

By the signature below, the signatory for the Vendor certifies that neither he/she, the firm, corporation, partnership, nor institution represented by the signatory or anyone acting for such firm, corporation, partnership or institution 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 Proposal 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, partnership or institution submitting a Proposal committed any other act of collusion related to the development and submission of the Proposal.

How did you hear about this RFP?

Agency Houston Chronicle Houston Business Journal Defender Voice of Asia The Greensheet Other _____

Authorized Representative Signature

Authorized Representative Title

Date

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (FORM II)

If any of the following have a financial or other substantive interest* with BakerRipley, including its employees, [Board of Directors](#), and/or [Executive Team](#), attach a detailed explanation of the relationship or benefit to your Proposal:

- yourself
- immediate family *
- your partner
- any organization in which any of the aforementioned have a material financial or other substantive interest**

___ I certify that neither I nor any of the parties described above have a conflict of interest to disclose at this time. Further, I understand that if awarded this contract, I have an obligation to report such actual or perceived conflict should it become known to me.

___ I certify that I have provided full disclosure of all relationships that create or may create a conflict of interest with BakerRipley in a document attached to this proposal packet. **Additionally, if this proposal is to provide goods or services to Promise Community School**, I have attached completed *Form CIQ, Conflict of Interest Questionnaire* <https://www.ethics.state.tx.us/forms/CIQ.pdf>.

_____ Name of Organization	
_____ Signature of Authorized Representative	_____ Title of Authorized Representative
_____ Printed Name of Authorized Representative	_____ Date

* Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization, or employed as an officer of an organization.

**Immediate Family is defined as any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity = spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree of consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FORM III)

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies that it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;
2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs;
3. Providing each employee with a written copy of the Vendor's Drug-Free policy;
4. Notifying the employees in the Vendor's policy statement that as a condition of employment under the Contract employee shall notify the Vendor in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying Agency within ten (10) business days of the Vendor's receipt of notice of the conviction of an employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Vendor's drug-free workplace policy.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING LOBBYING (FORM IV)

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies, to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

The undersigned shall require all subcontractors to certify and disclose accordingly.

Name of Organization	
Signature of Authorized Representative	Title of Authorized Representative
Printed Name of Authorized Representative	Date

CERTIFICATION REGARDING TEXAS CORPORATE FRANCHISE TAX (FORM V)

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: _____

- Type of Business (if not corporation):
- Sole Proprietor
 - Partnership
 - Other

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING STATE ASSESSMENT (Form VI)

Proposers must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Proposers must also certify that they have no outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the corporation certifies that the following statements are true and correct and that making a false statement is a material breach of contract and grounds for contract cancellation.

The corporation certifies, by checking the boxes below, that:

- It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

- It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(FORM VII)**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

INSURANCE REQUIREMENTS (FORM VIII)

A. Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 Products & Completed aggregate
- \$1,000,000 Personal & Advertising Injury
- \$ 50,000 Fire Liability
- \$ 5,000 Medical Payment

B. Workers' Compensation and Employers Liability

Workers' Compensation	State Statutory Limits
Employers' Liability – each person	\$1,000,000
Employers' Liability – Disease Policy limit	\$1,000,000
Employers' Liability – Disease each person	\$ 100,000

C. Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purposes as a "A-" or better whose policies cover risks located in the State of Texas.

All policies, except Workers' Compensation, must include:

- A. Punitive Damage Coverage
- B. Primary and Non-Contributory Wording
- C. Cross Liability Coverage and Severability Endorsements

All policies shall endorse Agency as Additional Insured, with a Waiver of Subrogation, and a thirty (30) day notice of cancellation, material change or non-renewal in favor of Agency. If Vendor fails to obtain insurance policies required, Agency may immediately terminate the Contract without further notice to the Vendor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Vendor in accordance with requirements set forth in the Contract.

The undersigned authorized representative of the entity subcontracting herein certifies that the above stated insurance requirements can and shall be obtained by the entity upon notification of contract award and submitted to Agency prior to start date of contracted services. The undersigned further certifies that this same insurance will be maintained in effect at all times during full term of Contract.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

CONTRACT TERMS AND CONDITIONS (Form IX)

The undersigned authorized representative certifies by signing and checking the applicable box that they have read the Agency's "Contractor Service Agreement" Template included in this RFP.

Choose one of the following:

- I accept the terms and conditions contained in the Agency's "Contractor Service Agreement" Template including the pricing fees in Exhibit B.

- I will accept the terms and conditions contained in the Agency's "Contractor Service Agreement" Template, if certain modifications can be agreed upon. List modifications requested on a separate page and place with other attachments.

- I am submitting a copy of our company's contract template for review and consideration. This document is being included with documents and placed with other attachments.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

FINANCIAL INFORMATION (Form X)

Failure to provide the required information once requested may disqualify your proposal from consideration for award.

Choose one of the following:

- (Public Company)** If we are a finalist we understand, if requested, we will provide a link to our Financial Management and Reporting Information website.
- (Private Company)** If we are a finalist we understand we may be asked and must provide a copy of our last completed fiscal year financial statements which includes a balance sheet, income statement, and cash flow.
- (Sole Proprietor)** If I am a finalist I understand that I may be asked and I must be willing to provide my last year's personal income tax along with all forms and/or amendments.
- (New Business)** If I/we are a finalist as a newly formed business, less than one year old, I/we understand I/we may be asked and must be willing to provide a detailed narrative (i.e. business plan) as well as the financials from mine/our business start date from any accounting software currently being used.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

DISCLAIMER: Any and all financial documents or information provided to Agency will remain confidential and will only be disclosed or distributed in compliance with the Texas Public Information Act. Any and all financial documents or information provided to Agency will be for the limited purpose of financial strength analysis in connection to project proposals. Agency will only request financial documents or information if you are selected as a finalist.