REQUEST FOR PROPOSAL

P.O. Box 231808 Houston, Texas 77223-1808
www.bakerripley.org
713.667.9400

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 $450 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.

**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.”

**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.

**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.

**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.
THERE’S WORK AND THEN
THERE’S YOUR LIFE’S WORK

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

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<tr>
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<tr>
<td>Request for Proposal (RFP) Available to Public</td>
<td>August 1, 2023</td>
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<tr>
<td>Posted on Website</td>
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<tr>
<td>Vendor Questions to RFP Due</td>
<td>August 11, 2023 by 3:00 pm Central</td>
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<tr>
<td>Agency Answers to Questions Posted on Website</td>
<td>August 22, 2023</td>
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<tr>
<td>Vendor Proposals Due</td>
<td>September 7, 2023 by 12:00 pm Central</td>
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<td>Evaluations</td>
<td>September 18 – 29, 2023</td>
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<td>Demonstrations*</td>
<td>Approx. October 11 – 20, 2023</td>
</tr>
<tr>
<td>Anticipated Contract Award Date</td>
<td>Approx. week of October 30, 2023</td>
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* 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:

Arlene Lassin, Procurement Specialist  
BakerRipley  
4450 Harrisburg Blvd., Suite 200  
Houston, TX  77011  
alassin@bakerripley.org
3. OVERVIEW

1. PURPOSE OF RFP

BakerRipley, (hereinafter referred to as “the Agency”) seeks information from vendors on customizing and implementing a cloud-based software as a service. The new Enterprise Accounting System (EAS) must support general accounting and financial management functions for the agency’s programs. The Agency currently utilizes Financial Edge by Blackbaud for its financial management and accounting and the Agency is looking for a user-friendly system to maintain its financial transactions and facilitate financial reporting.

The Agency seeks a qualified Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide and support a fully integrated and proven Financial System to include both implementation and ongoing maintenance and support. The selected vendor will be responsible for the transition from the existing system to the new system.

During the transition, the agency will have to run both systems (current and new) simultaneously. The vendor is responsible to reconcile both systems daily, including weekends, through the transition period. The Agency anticipates operating both systems parallel for approximately 3 months. In selection of a software solution, the Agency will place strong emphasis on the solutions ability to integrate with other internal systems (HR system UKG, CRM - Salesforce, Contract Management System -Cobblestone, etc.)

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 are preferred.

2. BACKGROUND
Headquartered in Houston, BakerRipley is the largest charitable organization in Texas and hosts a network of over 70 service sites that help more than half a million people earn, learn, belong, and be well. BakerRipley fulfills its mission to bring resources, education, and connection by working with its neighbors’ side by side. Major programs include Senior services, Head Start/Early Head Start Programs, Charter School, Career Offices, Community Centers, and Adult Education. The agency has approximately 1500 employees with most employees working at the service sites. Each program has funds at its disposal for use in the day-to-day operations. In the current environment, agency staff utilize Blackbaud Financial Edge and MIP Abila for all finance and accounting tasks.

FINANCE BACKGROUND

The Agency currently uses two accounting systems – Financial Edge by Blackbaud and MIP Abila by Community Brands. It is the agency’s wish to replace both systems with a proven, commercial-off-the-shelf cloud (SAAS) Financial System Software/SaaS based financial system that is designed around industry standard practices. The replacement system shall streamline and improve processes, eliminating spreadsheets, and duplicate data entry into the system, resulting in more timely, accurate, and easy-to-access information. The Proposer is expected to provide best practices guidance, system configuration, testing and training to ensure a successful implementation in a timely and professional manner. More specifically, the new system should meet the following objectives:

- Fund consolidation, links processes and functions, and eliminates separate departmental spreadsheets in favor of a single system that integrates the agency’s financial and non-financial applications and eliminates logging in multiple times to provide a consolidated financial report.
- Streamlines business processes to take advantage of best practices through automation, integration, including real-time entry of service tickets,
- Provides a user-friendly and intuitive user interface to promote system use and productivity,
- Eliminates the need for redundant data entry,
- Eliminates the need for manual input when preparing the annual budget and financial statements,
- Automates the annual budgeting process, giving department Supervisors access to real-time budget-to-actual reports,
- Improves and/or provides necessary reports and reporting capabilities, and access to data through inquiry or drilldown capabilities,
• Provide interface capabilities with third-party systems via use of Application Programming Interface (API) or other state of the art technology.

• Must conform to Governmental Accounting Standards Board (GASB), Financial Accounting Standards Board (FASB), Generally Accepted Accounting Principles (GAAP), and include financial statements that also conform to GASB, FASB, GAAP.

The agency shares the goal of improving the timeliness and effectiveness of day-to-day operations through the increased use of standards. The new accounting system 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 is scalable and flexible enough to meet and address the needs of the agency as new programs and funding streams are added.

**SOURCE OF FUND**

The agency may accept and use funds from governmental, public, and private sources.

**CLASSIFICATION OF FUNDS**

Funds are classified into one of the following scenarios:

• Appropriated by a government agency such as Federal, State, County, City and not restricted by the donor for a specific person or purpose.

• Appropriated by a government agency such as Federal, State, County, City and designated by the donor for a specific person or purpose.

• Donated by non-governmental organizations such as churches, civic clubs, charitable organizations, and individuals and not restricted by the donor for a specific person or purpose.

• Donated by non-governmental organizations such as churches, civic clubs, charitable organizations, and individuals, and designated by the donor for a specific family, individual, program, or purpose. Donated funding will be spent according to the purpose of the fund and the intent or request of the donor, subject to the limitations established by the agency. However, a donor may not determine eligibility; The Agency must determine eligibility for expenditures of donated funds in accordance with established policy.
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 streamlines best practices.
- A system that has a robust document management and storage feature.
- 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 (UKG), Contract management System (Cobblestone), CRM (Salesforce) to eliminate duplicate data entry functions such as financial transactions, cash receipting, and billing.
- 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 is flexible and scalable to meet future business and technology needs.

The selected vendor or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The selected vendor will work with the agency’s Finance and Accounting and IT teams to complete the Scope of Work.

TECHNICAL SUMMARY

The Agency is seeking proposals for an integrated accounting system 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:

- **General User Interface Requirements:**
  - Provides a browser-based user interface (for example, Apple Safari, Google Chrome, Edge) and stays current with new browser technology.
  - Supports mobile technologies (e.g., smartphones, tablets).
  - Provides the ability to drill-down and drill-across from a transaction view to the supporting source data and documents.
  - Provides fully integrated functionality such that data is entered only one-time and available throughout the system(s) in real time.
  - Provides customizable, organized screen layouts for the end user.
  - Provides search functions that reach across all applications and attachments.
  - Datasets must be described with essential metadata to ensure discoverability.
  - List of any required internet browser plug-ins required for use of system.
  - Indicate if mobile is supported through browser with native app or responsive design.

- **Workflow:**
  - Provides integrated workflow management including generation, routing, notification, and approval of forms, reports, other documents, and processes (e.g., payable processing, purchase orders, GL transactions, HR transactions, payroll processing, budgeting, personnel action forms, etc.) for all modules.
  - Provides the ability to establish multiple approval levels based on user-defined criteria (e.g., dollar amounts, types of items purchased, document types, etc.).
  - Provides multiple attributes to define which users participate in which steps of the workflow processes (e.g., GL number segments, unique groupings, project/task codes, object/spend category codes, consideration of roles, etc.).
  - Integrates with the email system (Outlook 365) to notify system users in the notification/request of approvals, rejections, corrections, and approval through/from email and mobile devices, and emailing of invoices.
  - Allows document attachment and allows attached documents to be available for review through all levels of approval for all core modules.
• Content/Document Management:
  o Supports multiple media formats (e.g., image, etc.) and file types (e.g., Excel, Word, PDF, etc.).
  o Provides Optical Character Recognition (OCR).
  o Provides the ability to support retention policies with respect to images, documents, and/or uploads managed by the system.
  o Offers drill-down/drill across features for users to view documents transactions.
  o Provides the ability to create, store, and retrieve electronic images or copies (e.g., purchase orders, payroll checks, accounts payable invoices, etc.) that are attached to the appropriate transaction record for all modules.
  o Supports document scanning and attachment, and makes documents accessible throughout all modules (i.e., requisition, purchase order, packing slips, accounts payable, budget, etc.).
  o Supports ability to link to external documents provided by 3rd party Document Management System.

• General Ledger (GL) Accounting:
  o Maintains accounts for transactions via elements or dimensions such as fund, department, division, program, project, object, or any other elements/dimensions needed to meet the needs of the agency.
  o Ensures all transactions post individually to the general ledger, regardless of the transaction source ensuring each entry is balanced and auditable and provides a message/warning if transactions are not balanced.
  o Supports accrual, modified accrual, and cash accounting methods.
  o Creates appropriate entries needed at the end of the period (month or year) and for purposes of opening a new period (i.e., rolling forward account balances or auto reversing certain year-end entries).
  o Provides the ability to add notes/comments to transactions that post to the GL.
  o Enforces rules for entry validation based on roles at departmental/user level to prevent incorrect account coding.
  o Captures multiple dates (e.g., transactional, posting, data entry, etc.
  o Provides pooled cash accounting from multiple funds to a single bank account.
  o Supports Government Accounting Standards Board (GASB) standards/principles.
  o Supports Governmental Accepted Accounting Principles (GAAP).
  o Provides an automated means to categorize and summarize transactional data.
- Provides a report to assist Journal Entry approval/review and includes GL accounts and names, amounts, descriptions, etc.
- Provides the ability to generate a printed output of all financial/accounting reports (e.g., income statement, balance sheet, general ledger, revenue/expenditure comparison report etc.).
- Supports an allocation management module, which can allocate costs by user-defined criteria and amongst individual accounting segments (e.g., cost center, funding source, etc.)

- Chart of Accounts (COA):
  - Supports a flexible COA structure with room for growth within each field and expanded use of segments.
  - Provides ability to reclassify the COA as necessary in support of organizational changes without having to create an entirely new COA or losing historical data.
  - Allows for object code category.
  - Provides an option for re-organization to have data/history move (all data re written to new account, electronic reference, crosswalk, etc.).
  - Provides the ability to support reporting, analysis, and differing views or organizational performance related to all levels within the organization.
  - Provides the ability to adapt the COA to support modern financial concepts such as workflow, reporting, security design, and internal controls.
  - Supports multiple organizations with different COAs.

- Job Costing:
  - Provides the ability to track jobs in all aspects of the accounting system, including payables, receivables, Purchase orders, invoicing, time, and attendance (if provided), in order to track Grants, or specific aspect of Port Operations.

- Journal Processing:
  - Supports multiple journal processing capabilities including one-time, standing, automated recurring, allocations & distributions, automatic reversals (accruals), and corrections.
  - Identifies the source of journal (e.g., budget, sub-system, import, etc.).
  - Allows multiple periods to be open at the same time.
  - Allows a period to be closed but reopened with appropriate authority.
  - Manages due to/due from transactions.
  - Allows for transfer between funds in a simple concise, but traceable manner.
- Allows multiple options for creating a journal (e.g., onscreen, import from Excel, copy a prior journal, etc.).
- Provides multiple description fields for the Journal Entries (i.e., long, short, free form, etc.) and document attachment.
- Provides the ability to search for posted journals by date, accounting period, keyword, creator, etc.
- Allows for posting back to previous periods, with appropriate authority.
- Provides the ability to save work in process and return to it at another date/time.
- Supports not allowing an order or Journal entry to be posted to a closed period.

- Budgeting:
  - Provides the ability to report on justification comments and/or cross reference projects by budget line item.
  - Provides ability to have forecast templates by program which brings in actuals for closed periods.
  - Provides ability to budget and report by Fund Type.
  - Offers the ability to see by fund or combined funds budget-to-actuals in real-time with drill-down capabilities for all authorized staff, includes encumbrances on Budget to actual report.
  - Offers ability within a fund to report budget to actuals by division.
  - Supports publication of the “annual budget document” via direct leveraging of system outputs/forms/reports.
  - Supports budgeting by Fund, and within each Fund a further breakdown by division.
  - Supports Multi Fund Summary reporting by category.
  - Support departmental budgeting and reporting by category.
  - Maintains a minimum of 4 years of budget history.
  - Supports the reporting of fully burdened hourly rates for all employees.
  - Allows users to change key underlying assumptions to impact forecasts.
  - Provides modeling for “what if” scenarios and forecasting tools for “5 Year or greater Cash Flow Projections”.
  - Supports budgeting to General Ledger Object level but allows the object to roll up to categories.
  - Annual budgeting capabilities, with the option to extend the budget to 5 years.
  - Provides an automated electronic budget process with decentralized entry, workflow, and related notifications/alerts.
  - Supports multiple mid-year budget revisions and amendments.
  - Supports multiple annual budget years for expenditures, revenue, and projections.
- Tracks various budget versions (e.g., original, edited, admin review, council draft, department head, etc.), which includes the ability to see when and by whom changes were made.
- Projects fund balance details automatically (i.e., reflecting projected reserves, revenues, expenses, and inter-fund transfers that would result in an ending fund balance).
- Provides the option to seed budgets zero-based, with historical data (e.g., last year’s actuals) or with increasing/decreasing factors down to the object level.
- Allows departmental entry (free form) of justifications and background data related to requests. This information must stay with line-item entries through budget level-up cycles.
- Processes mass changes to various accounts during budget process such as a reorganization.
- Offers the ability to add/delete/reallocate/shift positions and update proposed budgets in real-time.
- Provides the ability to allocate by various factors including percentage to multiple account strings, pay type with associated benefits, etc.
- Provides position budgeting processes for updating the budget to reflect changes for such things as Cost-Of-Living Adjustments (COLAs), adjustments to benefits, updates to fixed benefits, and other misc. personnel related rate adjustments.
- Provides status tracking relative to departmental budget approvals (minimum five levels of review).
- Provides an ability to apply "what if"/factor scenarios across funds, departments, programs, and/or objects as designated by staff.
- Offers the ability through security/rights to lock funds, departments, objects, and/or object categories from identified staff.
- Provides multi-year budgeting, object, justification, description, etc. fields for each budget year.
- Offers the ability to define a maximum budget amount per fund, department, division, object, and report against the defined maximum.
- Allows negative amounts to be entered with appropriate security.
- Provides the ability to generate labor projections based on factors including percent change in salary, benefits, pay codes, time periods, etc.
- Provides automated notification when budget is close to being expended.
- Supports a cost allocation model, one that allocates internal services budgets to departments.
- Provide the ability to account for seasonality and monitor/flag unusual expense trends (e.g., 70% expenses used up in first 3 months).

- Bank Account Management and Bank Reconciliation:
- Provides the ability to manage and automate reconciling of multiple bank accounts (for this requirement, please describe any tools the Proposer utilizes to support cash management and bank reconciliation), without the use of any outside spreadsheets.
- Provides the ability to transfer funds between accounts and fund types.
- The System can account for cash receipts based on a cash and/or check deposit.
- The System has the ability to distribute an individual cash receipt across multiple projects and General Ledger numbers.
- The System has the ability to track cash receipts by name, date, amount, and General Ledger number.
- The System allows for processing of bank adjustments and electronic transactions.
- The System has the ability to produce cash receipt reports for each deposit that show the amount and distribution of each cash receipt.
- The System has the ability to produce cash receipt reports for specified criteria (date ranges, YTD, monthly, etc.).
- The System allows processing of multiple bank accounts.
- The System accepts paid check data from bank download.
- The System has the ability to interface with Cash Receipts, Accounts Payable, and General Ledger.

- **Closing:**
  - Supports period end soft close processes (i.e., secures new entries to a closed accounting period for specific modules).
  - Provides automated year-end closing of revenue and expenditure accounts and the automated roll forward of balance sheet accounts (as appropriate) to establish subsequent year beginning balances.
  - Allows multiple year-end closings periods (i.e., period 13, period 14, etc.).
  - Supports period end hard close processes.

- **Vendor Management:**
  - Supports decentralized vendor entry with workflow to approve vendor prior to availability for use in the system.
  - Provides the ability to maintain vendor information to process payments.
  - Provides the ability to view changes to vendor records (i.e., address, name, phone, etc.).
  - Prevents duplicate entry of vendor record.
- Notifies staff if insurance requirements are near/past expiration.
- Supports multiple remittance addresses for a vendor.
- Provides the ability to attach documents for each vendor record.
- Provides a vendor self-service portal with functions that include:
  - Provide vendor related forms online,
  - Submit requests to become “registered” vendors,
  - Check invoice/payment status,
  - View appropriate transactional history associated with purchase orders (POs),
  - Make changes to address, phone, primary contact, etc.,
  - Upload of W9’s.
  - Download of 1099’s.
- Automatic reminder for open invoices to be paid.

- Procurement/Purchasing:
  - Requisitions
    - Enforces the purchasing policy rules for general purchases.
    - Performs budget checking during requisition, Purchase Order (PO) creation, and invoice processing.
    - Support electronic approval of requisitions based on levels of authority and has flexible routing that can be administered without Proposer/Vendor assistance.
    - Supports the purchase of recurring services by automatically generating a requisition/PO based on pre-established criteria (e.g., health insurance, cleaning services, and leased vehicles).
    - Provides the ability to initiate an electronic purchase requisition and attach supporting documentation (i.e., quotes, bids, contracts, agreements).
    - Provides ability to e-mail purchase order.
    - Supports the ability to copy a previous requisition for a new requisition.
  - Purchase Orders
    - Provides the ability to have a single PO associated with multiple departments and/or funding sources (i.e., cross department POs).
    - Supports W-9 needed notification.
    - Supports recurring/routine departmental POs based on dollar limits.
    - Supports annual, blanket, and multi-department PO types.
- Supports multiple line items per PO with the option of associating different GL strings with each line.
- Provides the ability to issue Purchase Order for Non-Inventory items.
- Captures internal or external justifications, notes, or comments on POs internal comments must only be visible to staff.
- Limits which users are authorized to override established PO limits.
- Provides real-time expense tracking on all PO’s including blanket POs.
- Prevents a PO from being issued to an inactive vendor.
- Provides options for distributing the PO (e.g., print-mail, email, etc.).
- Provides the ability to re-open a purchase order that has been closed including recording the encumbrance.
- Provides the ability to configure alerts (percentage/dollar-based) when an invoice (or combination of invoices) is on the verge of exceeding the approved PO amount.

  - Year End
    - Defines close and roll-over dates at system and module level.
    - Supports the maintenance of open POs over multiple years.
    - Supports year-end activities such as conditional PO closure and the ability to roll purchase orders to the new fiscal year.
    - Automates PO rollover process for individual or groups of POs including appropriate treatment of carryover budget amounts.
    - Allows users to enter POs for the new fiscal year prior to the start of that fiscal year.
    - Provides real-time access to PO information related to encumbrances, balances, adjustments, and postings.
    - Provides a report or dashboard alert of POs with no activity for a user defined period.
    - At year-end, provides the ability to print list of POs with outstanding balances.

- Contract Management
  - Provides the ability to track contracts, insurance requirements and related certificates needed for doing business with the agency.
  - Supports tracking and managing of contract status (e.g., phases, deliverables, milestones, payment schedule, payment terms, payments, incentives, amendments, renewal status, expiration dates, insurance certificates, etc.) via automated alerts,
  - Supports tracking of other requirements of contracts and leases, that have specific dates for action.
  - Associate’s contracts to projects, requisitions, and purchase orders,
- Supports multi-year contracts, including available contract balances and encumbrances.

**Accounts Payable**

- **General**
  - Supports payments to various entities including, but not limited to, vendors for services or goods, and employees’ expenses and retirees.
  - Provides and applies appropriate controls over all payments.
  - Supports retaining a portion of payment to a contracted vendor.
  - Supports tracking of grant payments for reporting and reimbursement requests.
  - Provides templates/forms to assist in the payment of large vendor bills with dozens of lines on a bill.
  - Provides an aging payable report, with columns for date ranges that are customizable, at the absolute minimum a 30-day interval for 30, 60, 90 and 120 or more.
  - Provides a Positive pay report that can be electronically submitted to the agency’s financial institution.
  - Allows payments that can be scheduled over a time-period and with associated tracking of payment terms.
  - Supports automatically calculating shipping for items being paid at time of data entry.
  - Allows reprinting checks without void and reissue, and without having to re-enter data, if an error occurs during check printing.
  - Paper-Save- Allow upload of electronic backup for all invoices/payments.

- **Invoice Receipt**
  - Supports importing of electronic invoices from vendors.
  - Supports centralized or decentralized invoice receipt.
  - Automates matching the PO, receiver, and invoice.
  - Provides the ability to identify duplicate invoices from vendor at the time of entry.
  - Checks the status of all open/pending invoices.
  - Reflects invoice amount on account balances immediately.
  - Manages vendor invoice credits with associated adjustments to encumbrances and PO balances.

- **Payment Calculation**
  - Alerts staff about and calculates payment discounts.

- **Payment Processing**
- For multi-line-item POs, allows selection of one or more of those line items during invoice processing.
- Creates POS pay files.
- Supports processing of 1099’s and 1099 reporting requirements.
- Supports refund and retention payment processing.
- Provides the ability to short close POs based on user defined parameters.
- Provides for Automated Clearing House (ACH), Electronic Funds Transfer (EFT), and wire transfer payments to vendors with a system generated email notification and remittance with payment confirmation.
- Provides alerts for expiring invoices that could accrue penalty charges for late payments.
- Provides alerts to designated staff when an invoice is paid against a certain budget code.
  - Check Generation
    - Provides the ability to generate multiple checks for a single vendor during a check process.
    - Generates multiple page checks.
    - Generates on demand manual checks.
  - Fixed Assets/Inventory
    - Provides asset management functionality to capture and maintain information associated with leased and capitalized assets.
    - Allows multiple funding sources per asset, including Grant funding sources.
    - Provides parent/child associations for assets.
    - Tracks non-capitalized assets.
    - Supports various asset depreciation schedules, the ability to change depreciation methodologies, and (from a point in time) recalculates depreciation based on the remaining life.
    - Tracks asset maintenance (including enhancement and transfers) and projected associated costs.
    - Allows for creation of an asset as part of purchase requisition.
    - Tracks assets disposal and salvage value; reports on assets nearing full depreciation.
    - Allows user to define fields for asset reporting to assist with analysis/development (e.g., motor vehicles, buildings, equipment etc.).
    - Generates journal entries to record depreciation expense to appropriate fund in the General Ledger (GL).
    - Provides the ability to generate a variety of asset-related reports including assets prior to and after posting, assets by type, by account, by value, etc.
- Supports the tracking of capital assets that are not depreciated.
- Supports GASB 34 fixed asset infrastructure reporting requirements.
- Provides the ability for users to define classes of fixed assets such as land, facilities, equipment, leaseholds, including subcategories.
- Provides the ability for users to assign fixed assets to specific funds, users, locations.
- Tracks acquisition methods such as procurement, donation, and disposition method such as sales, auction, scrap.
- Provides the ability to track capital improvement plans (CIP) spending projects.
- Provides the ability to record and retain asset retirement records including sales price, disposal date, method of sale, vendor etc.
- Provides the ability for user to create user defined categories/codes of fixed assets (asset classes, locations, etc.)
- Allows negative amounts to be entered with appropriate security.

• Account Receivable/Miscellaneous Billing
  - Supports invoicing of various entities including, but not limited to former employees, businesses, Sole proprietors, and other governmental entities.
  - Provides for invoicing schedule by customer, service type, date, etc.
  - Supports invoicing for a variety of items, including but not limited to leases, rentals, and other miscellaneous items or services.
  - Provides functionality to record receivables and payments against customer accounts.
  - Provides customizable invoices (requires multiple agency templates).
  - Provides the ability to add user-defined messages to invoices and statements.
  - Provides options for off-cycle and regular batch bill runs.
  - Provides Non-Sufficient Funds (NSF) support including application of additional fees, adjustments to receivables, etc.
  - Ensures appropriate cross-references to payment history and open balances for refunds processing.
  - Ensures payments immediately affect customer account balances even while batches are still open.
  - Provides statements of cumulative activity (vs. invoices only).
  - Provides a Receivable aging report, with columns for dates that are customizable, at the minimum a 30-day interval for 30, 60, 90 and 120 or more to support collection activities.
o Provides comprehensive NSF check processing including reversing payments, appropriate reversing of accounting transactions, re-billing with NSF check charge(s), and associating these events with the customer’s account.

o Provides on demand and interval-based (i.e., weekly) past due payments and aging reports with notifications.

o Automates 2nd and 3rd notices of missed payments.

o Provides the ability to reverse payment and prepare write off journal entries.

o Provides the ability to edit and revise invoices (i.e., address, comments, etc.) including the amount and record (adjustments) the revised amount to the GL.

o Ability to create and customize billing items.

o Provide a client activity report.

o Alert when payments are entered in the system by client.

• Cash Receipts

  o Provides a centralized cashiering model to collect and manage transactions daily (e.g., cash, checks, credit cards, electronic payments, etc.).

  o Provides ability to access transaction detail in sub-accounts.

  o Provides system generated receipt numbers.

  o Provides for verification of cash and validates checks.

  o Supports the ability for staff to scan checks for deposit.

  o Supports the ability for staff to scan supporting documentation and attach it to receipts.

  o Accounts for cash receipts based on a cash and/or check deposit.

  o Distributes an individual cash receipt across multiple projects and GL numbers.

  o Allows deposits to various bank accounts.

  o Track cash receipts by name, date, amount, and general ledger number.

  o Produces cash receipt reports for specified criteria (date ranges, Year to Date -YTD, monthly etc.).

  o Produces cash receipt reports for each deposit that show the amount and distribution of each cash receipt.

• Grant Management

  o Supports establishing grant budgets and recording expenditures against the grants.

  o Provides fields to record the type of grant (local, state, and federal), grantor information, match terms, grant begin and end date, and grant draw-down activity.
- Allows users to establish budgets, track activities, and manage reimbursements/billings related to CIP grants (specific items that are or are not to be billed to a grant) and to associate those grants with project categories as appropriate.
- Allows real-time access to grant costing details.
- Ensures overhead percent allocations are consistently and accurately applied.
- Supports cost allocations.
- Tracks grants over multiple (State and Federal) fiscal years.
- Supports grant application and funding request processes.
- Provides reporting on grant activity by period and over the life of the grant award.
- Provides alerts when expenses are close to twenty percent (20%) threshold of budget.

- Reporting and Analysis
  - Provides the ability to access data across all modules for inquiry and reporting efficiently.
  - Provides modeling tools to do ‘what if’ analysis and forecasting (i.e., analysis of revenue/expenditure trends and the ability to develop forecasts and/or projections).
  - Provides ability to report by fund, by division, or to combine all or a portion of the different types of funds for a consolidated report.
  - Processes transactions in real-time that are immediately available for inquiry and reporting.
  - Allows users to drill down from reports and inquiries to source transactions.
  - Provides full integration with MS Excel for all modules (e.g., worksheet export to Excel, data imported from Excel, etc.) and allows users to export reports to Excel that include formulas/formatting.
  - Provides the ability to copy, customize, and save standard reports.
  - Provides the ability to create report notification groups and inform/alert groups a new report is available.
  - Provides the ability to choose a format when exporting a report (e.g., Excel, Adobe, flat file, delimited, etc.).
  - Provides the ability for a dashboard/scorecard to include, at a minimum, user defined metrics, key performance indicators (KPIs), reports, charts, etc.
  - Provides the ability for reporting to be based on user security setting.
  - Provides the ability to save and “publish” ad hoc reports for use by others.
  - Allows for multiple output options (e.g., display, print, PDF, CSV, XLSX, email, etc.).
  - Provides the ability to automatically run and distribute scheduled reports to a group or individuals via email.
Provides the ability to define report from/to dates across multiple fiscal years.

Provides automated month-end reporting.

Provides for customization, storage, and retrieval of reports.

Provides functionality for generation of quarterly and annual accounting reports.

Report builder (VCO Visual Chart Organizer) to define reporting objectives (i.e., categorize expenses, separate row/column for area/division, etc.)

Query data in a user defined way that can be easily exported into Excel, Comma Separated Values (CSV).

Large data sets can be easily exported in one file.

Agency reports should be able to be ran in a few hours.

Technical

General

- Provides a production, training, test, and development environment.
- The system has a significant security system that will allow the customization of separation of duties involved in entering customers, processing payments, generating invoices, making adjustments as needed.
- Audit trail of all transactions and identifies the user and date of each transaction, including modifications.
- Provides file backup and recovery capabilities to restore damaged files.
- Provides user ID and password security required. Limit number of attempts with incorrect password.
- Logs all transactions in a secure audit trail file. Provide clear trails of all transactions from source data entry through summarization at higher levels of integration with other application systems.
- Automatic time-out feature based on inactivity.
- Provides the ability to configure workflows, report parameters, and other elements to meet specific business needs using configuration and operating parameters provided by the agency and without the assistance of the software vendor.
- Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology.
- Provides an Audit Trail with metadata, user, date, and time stamp throughout all modules, including field level change tracking (before/after values) as well as record level activity, including creation, viewing, editing, deletion and exporting (where applicable).

Regulatory Compliance
• Provides solution that is Payment Card Industry Data Security Standard (PCI DSS) compliant.

○ System Security
  • Allows the system administrator to:
    • Define a minimum length password,
    • Define a password expiration timeframe,
    • Prohibit reusing of passwords,
    • Configure control access to the application, modules, transactions, data and reports,
    • Define access rights (e.g., create, read, update, delete) by user ID or functional role,
    • Define functional access rights (e.g., processes, screens, fields, and reports) by user ID or functional role,
    • Restrict access to sensitive data elements (e.g., social security numbers, banking data, etc.) by user ID, user groups or functional role.

○ Integration
  • Provides an Application Program Interface (API) - or other emerging industry standard, to enable the exchange of information (both inbound and outbound) with other business applications using a variety of protocols.
  • Provides a configurable API - or other emerging industry standard, such that new interfaces can be defined, or existing interfaces can be modified by an administrator without requiring the support of the software provider.
  • Provides security and auditing of data exported and imported via any interfaces.
  • Provides the ability to specify the editing criteria (including both field validation and consistency edits) to be applied to inbound transactions and ensures that transactions submitted via the Interface are subject to the same business rules as transactions submitted via the user interface.
  • Provides the ability to specify whether outbound interface transactions should be sent immediately or stored and forwarded at a specific time or at specific intervals.
  • Provides a notification to users of transactions that fail edits and provides a way for user to view, update, delete, and automatically resubmit transactions for processing or to be returned to the originating applications.
  • Provides the ability to schedule and encrypt files as necessary for data transfers.
Hosted/SaaS (Software as a Service) Specific System Requirements

- Provides system availability 24 hours a day, 365 days a year (not including scheduled downtime).
- Ensures scheduled downtime is pre-approved by the agency one week in advance.
- Provides system uptime of 99.9%.
- Provides hosting facility that is SSAE 16 certified. (Statements on Standards for Attestation Engagements).
- Stores data in the Continental U.S.
- Provides for continuous backup of data and transactions such that the Port will not suffer data loss in the event of a disaster or catastrophic failure.
- Provides a “Trusted System” for backups according to requirements defined by the State of Texas.
- Provides for scheduled, periodic backup of live data to the test/training environment,
- In the event of a disaster or catastrophic failure, informs the agency:
  - Within one hour
  - The scale and quantity of the data loss,
  - What Proposer has done to recover the data and mitigate any effect of the data loss,
  - What corrective action Proposer has taken to prevent future data loss.

Data Access and Security Breaches

- Maintains audit logging to record access activity:
  - Login/logout attempts by user and workstation,
  - User submitted transactions,
  - Initiated processes,
  - System overrides,
  - Additions, changes, or deletes to application-maintained data.
  - Upon discovery or reasonable belief of any data breach, notifies the agency by the fastest means available, and in writing within 24 hours. Notification should include:
    - The nature of the breach,
    - The data accessed, used, or disclosed,
    - The person(s) who accessed, used, disclosed, and/or received data (if known),
    - What has been done to quarantine and mitigate the breach,
    - What corrective actions have been taken to prevent future breaches.
  - Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to the agency’s satisfaction.
  - Provides a report containing the results of the investigation of the breach.
- Provides for communication to all users of system events, scheduled downtime, closing information, etc. (This should include login messages as well as email distribution messages).

- Optional Requirements
  - Allows imports from other subledgers and accounting entities into a Consolidated module for reporting and audit purposes.
  - Supports multiple Chart of Accounts and the mapping of such into the Consolidated module.
  - If Proposer has additional modules, which it feels may be of use to the agency, please describe the module and the purpose and cost, if any, of the modules.

4. 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 RFP for our Agency.

2. Vendor shall provide a turn-key Enterprise Accounting System or (“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 EAS per the approved business requirements.

4. Construction. The Vendor shall develop and produce the Solution according to the requirements in this RFP.

5. Installation. Upon successful completion of construction of Solution, Vendor shall 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. 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 to implement the EAS efficiently and effectively. Agency’s objective is to leverage the EAS business processes and reporting capability and minimize to the extent possible the vendor’s customization of its EAS. 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 EAS. 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 EAS 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 EAS. 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 EAS.

**SOLUTION REQUIREMENTS**

The “Project Requirements – EAS” document (separate Excel file attachment), contains details of the business and technical requirements of the EAS 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 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 during the 4th quarter of fiscal year 2024. 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.
5. 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 Attachment B – Excel Bid Sheet Requirements submitted via email to the Agency RFP contact.

   d. One (1) electronic copy of Attachment C – Excel Module Requirement 1 submitted via email to the Agency RFP contact.

   e. One (1) electronic copy of Attachment D – Excel Module Requirement 2 submitted via email to the Agency RFP contact.

   f. Provide a copy of your Service Level Agreement (SLA) and any other agreements which will be required.

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.

B. 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 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. 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. 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. 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. 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 2024. 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. 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. Proposal Exceptions:
This section should discuss any exceptions or requested changes that the Proposer has to the Agency’s RFP 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.

Attachment B: Proposal Costs Sheet and Rates
Proposers should submit their price proposal according to the format provided in Software Cost Attachment (Attachment B).
This section should include the proposed costs to provide the desired services 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.
Attachment C and D: 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.

6. 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, the 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 the 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.
7. PROPOSAL EVALUATION PROCEDURES

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

PHASE ONE: VENDOR PROPOSAL REVIEW PROCESS – Scoring

<table>
<thead>
<tr>
<th>Activity</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Experience</td>
<td>10</td>
</tr>
<tr>
<td>Quality and Content of Written Proposal</td>
<td>10</td>
</tr>
<tr>
<td>Tech Quality/Approach, Proposed Software, Demo</td>
<td>40</td>
</tr>
<tr>
<td>Project Resources</td>
<td>10</td>
</tr>
<tr>
<td>Post Go-Live support/hyper care</td>
<td>5</td>
</tr>
<tr>
<td>Price</td>
<td>25</td>
</tr>
<tr>
<td>MBE/WBE/HUB Description/Participation</td>
<td>3</td>
</tr>
<tr>
<td>Community Involvement</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Points Possible</strong></td>
<td><strong>105</strong></td>
</tr>
</tbody>
</table>

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.

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
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 vendor 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.

BASIS OF AWARD
The Vendor selected for award will be the Vendor whose Proposal, as presented in response to this RFP and as determined by Agency in accordance with the evaluation criteria set forth in this RFP, to be the most advantageous to Agency. Agency is not bound to accept the lowest priced Proposal.

MULTIPLE AWARDS
Agency reserves the right to award Contracts(s) to multiple Offerors. The decision to award multiple Contracts, award only one (1) Contract, or to make no awards rests solely with Agency.

NON-EXCLUSIVE
Any Contract resulting from this solicitation shall be awarded with understanding and agreement that the awarded Vendor is or may become in the future a non-exclusive provider of services or goods. Agency reserves the right to obtain like goods and services from other sources, as needed.

NEGOTIATION WITH VENDORS
Vendors submitting proposals may be afforded an opportunity by Agency for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to award for the purpose of obtaining best and final offers.

Agency may conduct negotiations with responsible Contractors who submit Proposals found to be reasonably likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting negotiations, Agency will not disclose information derived from Proposals submitted by competing Vendors, except as and if law requires disclosure.

MODIFICATION OF PROPOSALS
All Vendors will be afforded the opportunity to submit best and final Proposals if negotiations with any other Vendor result in a material alteration to the RFP and such material alteration has a cost consequence that could alter the Vendor’s quotations regarding rates for goods or services.

EVALUATION OF PROPOSALS
Submission of a Proposal indicates the Vendor’s acceptance of the evaluation process set forth in this RFP and the Vendor’s acknowledgment that subjective judgments may be made by Agency in regard to the evaluation process.

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
P.O. Box 231808
Houston, TX  77223-1808

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.

8. Exhibit A – Contract Terms

Click here to view our Contractor Service Agreement
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____

[Please mark “Yes” or “No” responses below with an X.]

Business Certifications:

<table>
<thead>
<tr>
<th>WBE</th>
<th>DBE</th>
<th>SBE</th>
<th>PDBE</th>
<th>MBE</th>
<th>HUB</th>
<th>SDVSB</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
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<tr>
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<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

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

RFP #23-13 Enterprise Accounting System
41 of 50
Issue date 08-01-2023
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

________________________________________
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 if 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 ____________________________
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 statues 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

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>State Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers’ Liability – each person</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employers’ Liability – Disease Policy limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employers’ Liability – Disease each person</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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
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
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.