



## Request for Proposals

The City of Edinburg is soliciting a competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPS will be received until **3:00 p.m. Central Time, on Tuesday, August 16, 2022**, shortly thereafter all submitted RFPS will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for the acceptability of the RFPS. RFPS will not be accepted by telephone or facsimile machine. All RFPS must bear original signatures and figures. The RFP shall be for:

### **RFP #2022-004 E-PROCUREMENT SOFTWARE**

If you have any questions or require additional information regarding this RFP, please contact Ms. Criselda Lozano, Purchasing Manager, at (956) 388-8964 or at the following e-mail address: [clozano@cityofedinburg.com](mailto:clozano@cityofedinburg.com)

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **90** days without taking action.

RFPS must be submitted in an envelope sealed with tape and prominently marked on the lower left-hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

### **INSTRUCTIONS TO RESPONDENTS**

#### **PURPOSE**

The City of Edinburg, Department of Finance, is seeking competitive sealed proposals from organizations that would be interested in providing a web-based strategic sourcing software product to improve processes in the creation, editing, executing, and storing of procurement activities.

#### **INTENT**

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFP**

RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. One (1) original marked "**ORIGINAL**," and one (1) Digital Copy in a **flash drive**. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

### Hand Delivered RFPs:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

### If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

### If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFP/s **90** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

## **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **ASSIGNMENT**

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

## **AWARD**

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

## **NUMBER OF CONTRACTS**

THE CITY reserves the right to award one, more than one, or no contract in response to this RFP.

## **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

### **ALTERATIONS/AMENDMENTS TO RFP**

RFP **CAN NOT** be altered or amended after opening time. Alterations made before opening time must be initiated by the respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

### **NO RESPONSE TO RFP**

If unable to submit a RFP, the respondent should return the inquiry giving reasons.

### **LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

### **SYNONYM**

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for **E-PROCUREMENT SOFTWARE** as specified.

### **RESPONDENT'S EMPLOYEES**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **INDEMNIFICATION CLAUSE**

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Assistant Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

### **VERBAL THREATS AND OFFICIAL CONTACT**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

## **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## **PAST PERFORMANCE**

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

## **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## **RIGHT TO AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## **CONFLICT OF INTEREST**

### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

## **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies

only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information, go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in a written form allowing a 30-day notice.

### **RESPONSE DEADLINE**

Responses to the RFP must be addressed to City Secretary, City of Edinburg, and 415 W. University Drive by **Tuesday, August 16, 2022 until 3:00 p.m.** for consideration. **One (1) original and four (4) copies and one (1) digital copy on a Flash Drive** of the complete set of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for the **“RFP# 2022-004 E-PROCUREMENT SOFTWARE”** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

## **RFP PREPARATION COSTS**

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

## **AUTHORIZATION TO BIND RESPONDENT TO RFP**

RFPs MUST give the full firm name and address of the respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give the full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## **COOPERATIVE PRICING**

Respondents are advised that in addition to responding to our "local" solicitation for RFP/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below-referenced items/products/services based on BuyBoard, TX-MAS, H-GAC, DIR, and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the RFP forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before the bid opening date and hour.

## **QUESTIONS AND CLARIFICATIONS**

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided via e-mail to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Criselda Lozano, Purchasing Manager, at the following e-mail address: [clozano@cityofedinburg.com](mailto:clozano@cityofedinburg.com) no later than Thursday, August 4, 2022, at 5:00 p.m.**

## **HB 89**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

**Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

## **SB 13 ENERGY COMPANY BOYCOTTS**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not

enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

### **SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

### **NON-COLLUSION AFFIDAVIT**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

### **ETHICAL STANDARD**

No City official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**
- **Non-Collusion Affidavit**

The forms stated above **MUST** be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. \* **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food,

materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident:  \$100,000 each accident  Bodily Injury by Disease:  \$100,000 each employee/\$500,000 policy limit



<p>Comprehensive General Liability</p> <p>Bodily Injury</p> <p>Property Damage</p>	<p>\$250,000 each person/\$500,000 each occurrence</p> <p>\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits</p>
<p>Comprehensive Auto Liability</p> <p>Bodily Injury</p> <p>Property Damage</p>	<p>\$100,000 each person/\$500,000 each occurrence</p> <p>\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits</p>
<p>City's Protective Liability</p> <p>Bodily Injury</p> <p>Property Damage</p>	<p>\$250,000 each person/\$500,000 each occurrence</p> <p>\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits</p>

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## **PROPOSAL AND SUBMISSION REQUIREMENTS**

### **PURPOSE:**

The City of Edinburg, Department of Finance, is seeking competitive sealed proposals from organizations that would be interested in providing a web-based strategic sourcing software product to improve processes in the creation, editing, executing, and storing of procurement activities.

The Finance Department is currently managing all of the bids through the city's website in terms of advertising. It is estimated that about One hundred (100) bids are advertised in a fiscal year (October-September).

### **REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY's limitations will result in disqualification of the submitted RFP. A total of **one (1) original and four (4) copies and one (1) digital copy on a Flash Drive** of the RFP shall be submitted to the address on the cover letter.

### **FORMAT**

All proposal information shall be presented in a single bound volume that has been checked sufficiently to ensure completeness and accuracy of detail. Proposals that do not comply with the instructions in this RFP will not be accepted. It is mandatory that the proposal contains the following five (5) items and that it be presented in the following order:

1. Cover Letter
2. Title Page
3. Table of Contents
4. Core Content (Scope of Services)
  - a) Statement of respondent's qualifications & References.
  - b) Price Proposal
  - c) Software Capabilities
  - d) Support Capabilities
5. Supporting Attachments

### **COVER LETTER**

A brief introductory letter of representation. The letter of representation shall include the history of the company and experience with E-Procurement Software. The statement shall also include documentation of financial stability. The financial stability statement shall include a statement profits and losses for the last 5 years.

## **SCOPE OF SERVICES**

The City of Edinburg, Department of Finance, is seeking competitive sealed proposals from organizations that would be interested in providing a web-based strategic sourcing software product to improve processes in the creation, editing, executing, and storing of procurement activities.

## STATEMENT OF RESPONDENT'S QUALIFICATIONS & REFERENCES

- a. Respondent shall provide a description of its operational structure and operating history, which reflects that it has been actively engaged as a contractor providing the same services as specified in the Scope of Services in this RFP.
- b. Respondent shall provide information about the company's core competencies; special recognitions, awards, and other information that is relevant to the scope of this RFP.
- c. Respondent shall provide information about its organization.
- d. Respondent shall provide its proposed software solution's enhancement history from market introduction through the most current version, acquisitions, and the strategies taken to complete in the market.
- e. Respondent shall respond to the following questions: How many new customers have been acquired in the last (3) three years? How many of those organizations were municipalities? How many were in the State of Texas?
- f. Respondent shall respond to the following question: Does the respondent have a current state cooperative contract? If so, please list which one(s).
- g. Respondent shall provide at least (3) quality contact references who are currently utilizing the proposed software in production. The reference information shall include the company name, contact person, phone number, email address, and the date the software was put into production. The City of Edinburg reserves the right to contact these references.

## PRICE PROPOSAL

The pricing will be evaluated based on the lowest total price submitted on the Pricing Schedule. The proposal with the lowest price will receive thirty-five (35) points. All other proposals will be allotted a percentage of the 35 points based on a comparison with the lowest price proposal.

Responded shall submit pricing on the **PRICE PROPOSAL** form/table included on this RFP

Price Score = (Lowest Price / Price of Response Being Evaluated) x Maximum No. of Available Points

## SOFTWARE CAPABILITIES

Features and functionality of the software shall include the following:

1. **Vendor Management:** Describe your solution for vendor Management and address the following:
  - a. Vendor self-registration
  - b. NIGP Commodity Code Identification
  - c. Vendor performance – ability to maintain performance ratings and comments for each contract and utilize this information for future sourcing.
  - d. Vendor database to be maintained with current certificates of insurance, tax id numbers, addresses, emails, telephone numbers, etc.
  - e. List other available options, if any
2. **Solicitation:** Describe your E-Procurement Services Solution for the bidding process and address the following:

- a. The ability to send out Invitation notifications, addendums, and new vendor registration invitations to vendors
  - b. Allow the City to manually add additional vendors to the solicitation invitation
  - c. Secured E-Bidding site with the ability to electronically open all submitted bids at the time of the Opening.
  - d. Allow the registered vendors to upload electronic submissions in multiple files and document types, and provide confirmation of successful electronic upload
  - e. Track and report on vendor notifications and downloads
  - f. Allow the vendor to ask questions and the City to respond to questions that will be seen by the vendors
  - g. Sealed Bids management
  - h. Bid award functions including itemized and lump sum
  - i. Ability to receive, evaluate and select based on alternate bids.
  - j. List other available options offered if any
3. **Evaluation:** Describe your RFP Evaluation services available and describe the following:
- a. Automated bid tabulation and sealed bidding, with the ability to download the bid tabulation in excel
  - b. Allow the procurement staff to select the evaluation panel members with review and scoring roles to include city employees or externals evaluators
  - c. Evaluation functions for RFP's to include: review/score/rank matrix, monitor evaluator status, automatic reminder email notifications
  - d. The ability to review all bid document requirements
  - e. List any other options offered, by any
4. **Contract Management:** Describe any contract management services available and address the following:
- a. The ability to set reminders of documents/contracts that are soon to expire
  - b. Be able to have the contract reference the solicitation and include all solicitation documents
  - c. Upload contract document files
  - d. Contract modifications
  - e. Ability to monitor project schedule
  - f. List other options offered, if any
5. **Reporting:** Describe Reports that are available to the City
- a. Describe your standard reports
  - b. Ability to create custom reports
  - c. Availability to download reports into excel format

## SUPPORT CAPABILITIES

Features and functionality of the support requirements shall include the following:

1. **Web-Based Capabilities:** Describe the capabilities and describe the following:
  - h. Maintain vendors' records as private and confidential
  - i. Web-page interface with the City's website
  - j. Protect against unauthorized web\*based application intrusion
  - k. Vendor self-registration 24/7
  - l. Technical support for vendors
  - m. Security roles for City users and Vendors
  - n. Data backup and disaster recovery
  - o. Unlimited storage for documents/attachments (bids/rfps/contracts, etc)

- p. Ability to control/restrict access
- q. List any other options offered, if any example:
  - Optional Secure login (MFA)
  - Possible integration with Tyler Technologies Incode
  - E-signature capabilities

2. **Training for City/Vendor Users:** Describe how the training will be provided and address the following:
  - a. The length of training that will be provided to the users (days, weeks, months)
  - b. What is the projected timeline
  - c. Indicate if additional training will be provided to new employees, staff refreshers, and how training will be provided on upgrades/new releases of the software
  - d. List other training information
  - e. Workshops to vendors
3. **Technical Support:** Describe the technical support and address the following:
  - a. To assist and solve problems for the City and vendors
  - b. Indicate any limitations on hours of technical support
  - c. Is customer service available 24/7
  - d. Indicate how support can be obtained (online chat, web portal, phone, etc.)
  - e. Software upgrades
4. **Implementation of software**
  - a. Delivery of software
  - b. Installation of E-Bid web-based software
  - c. Configuration of software
  - d. Test & Production environment
  - e. Support During the go-live period
  - f. Possible upload of history data from open RFP's/BID's/RFI/Q
5. **Software licenses requirements specification**
  - a) License Requirements – The software shall be available in a Software-as-a-Service (SaaS) Unlimited license Model or licensed model. The fee proposal shall be based on the following City's users:
    - a. Anticipated # of concurrent Enterprise Users: 15
    - b. Anticipated # of named Enterprise Users: 25 or more
  - b) Additionally, the system shall allow unlimited licenses for vendors to interface and post documents
  - c) If software license fees are being proposed, the Vendor should explain all factors that could affect license fees and make clear what type of licenses is offered for each price (named user, concurrent user, installed copies, site licenses, etc.)

# RFP EVALUATION

## **EVALUATION AND SELECTION PROCESS**

The City of Edinburg intends to select the most responsive respondent and to negotiate a price agreement with this firm. The award of the contract will be made to the Proposer offering solution or proposal deemed most advantageous to the City of Edinburg.

The evaluation of the Respondent's qualifications and capabilities shall include but not be limited to such factors as experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; the volume of work previously awarded to each firm submitting qualifications; and such other factors to apply to the particular requirements of the project for which the services have been requested.

Each proposal will be reviewed against the terms of this RFP to determine if the RFP is complete and responsive and how well the respondent satisfies the evaluation criteria. The City may reject any submittal found to be incomplete, unresponsive or not in compliance with the format requirements set forth in this bid. A submittal may be determined to be unresponsive if any aspect is found to be unacceptable or contrary to the best interests of the City. The City reserves the right to reject any all responses to the RFP.

The City shall not be liable to any respondent for costs associated with responding to the RFP for the respondent's participation in any oral interview, or for any costs associated with the negotiations.

## **EVALUATION COMMITTEE**

A selection committee composed of City of Edinburg Employees. The committee will evaluate and rank the written RFPs on the vendor's proof of financial stability, personal care, customer service, references and value analysis. After the RFPs have been ranked, the committee will make a recommendation to the City Council.

- A. The Evaluation Committee may also contact references to help verify the Respondents ability to perform the scope of services outlined herein.
- B. Based on the results of the evaluation of written proposals, interviews and references, the Evaluation Committee will make its recommendation to Mayor and City Council.
- C. The Evaluation committee reserves the right to:
  1. Request clarifications from respondent of its contents or to supply any additional material deemed necessary to assist in the selection process.
  2. Negotiate the program scope, materials, and costs with the selected consultant. If a contract cannot be negotiated with the selected consultant, The City may cease negotiations and reserves the rights to have the Evaluation committee re-evaluate the next highest ranked Proposer if an agreement cannot be reached with the highest ranked Proposer.
  3. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.

**SELECTION PROCESS:**

Upon review of all information provided by the Respondents, the evaluation committee shall make a recommendation for selection to the City Council. The City intends to select a Proposal that best meets the needs of the City and that provides the best overall value. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City Officials.

**BEST AND FINAL OFFER (“BAFO”)**

The City reserves the right to request a BAFO from finalist Proposer(s), if necessary. At a minimum, the BAFO shall include: 1) a final Fee Schedule with associated costs; 2) address any outstanding items previously identified during the evaluation of Proposals, and 3) any other issue the City requires to make an informed decision. The request for a BAFO shall include instructions, requirements, and a specified submission due date.

**EVALUATION**

All proposals received will be reviewed and evaluated by an evaluation committee based on specified RFP criteria. The evaluation system consists of a 100 Point system. The order of appearance does not signify relative importance. Although the price will be the most important factor in this proposal evaluation, other items identified in this proposal may be a consideration of lesser importance. The firms will be ranked after evaluation. The City reserves the right to accept other than the lowest price, covenants, and terms and conditions of a proposal if it is deemed not in the best interest of the City.

- A. Evaluate and rank the proposals according to a 100-point system based on the responses to the criteria outlined in this RFP.
  
- B. Interviews/Demonstrations  
 As part of the evaluation, the City of Edinburg may select two or more firms to be interviewed based wholly on qualifications. The City of Edinburg may request the respondent to provide a one-hour demonstration of the solution's functionality to confirm the product meets the minimum requirements and the minimum performance criteria as outlined in the Scope of Services in this RFP.

**EVALUATION CRITERIA**

- A. The submittal evaluation will be based on the following criteria.

<b>Evaluation Criteria</b>	<b>Weight</b>
• Total proposed price	<b>35 Points</b>
• Proposed plan for Software Functional requirements	<b>25 Points</b>
• Proposed plan for Support requirements	<b>20 Points</b>
• References/experience/Performance	<b>20 Points</b>
<b>TOTAL</b>	<b>100 Points</b>

**AWARD**

Subject to the City Council approval, award will be made to the proposer whose proposal has been deemed most advantageous to the City in accordance with the evaluation criteria contained in the RFP.

**SCHEDULES**

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, at its sole discretion.

RFP Issued  
Publish RFP  
Receipt of Written Questions due  
RFP Submission Deadline (Post Marked or Delivered)  
RFP Review & Vendor Demonstration  
RFP Evaluation  
City Council

July 29, 2022  
July 29 and August 5, 2022  
August 04, 2022 by 5:00 p.m.  
August 16, 2022, by 3:00 p.m.  
August 17-19, 2022  
August 22-26, 2022  
September 6, 2022



## PRICE PROPOSAL

Item	Description	Price	Payment Schedule (Annual/ One time)
Electronic Bidding Module			
Supplier Management Module			
Contract Management Module			
Professional Services (Implementation, Training, and Support)			
Maintenance			
BASE COST (Annual) Year 1			
BASE COST (Annual) Year 3			
BASE COST (Annual) Year 5			
Add-ons			

I have read and understood the requirements outlined in this **RFP #2022-004** and agree to comply as noted. The cost proposal includes all shipping and handling and detailed pricing on the E-Procurement Software items as required by the City of Edinburg.

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

FAX: (\_\_\_\_\_) \_\_\_\_\_  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## LITIGATION DISCLOSURE FORM

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

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

**Circle One**                      YES                      NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

**Circle One**                      YES                      NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

**Circle One**                      YES                      NO

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

## COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: \_\_\_\_\_  
(Full, correct legal name)
  - Address: \_\_\_\_\_  
\_\_\_\_\_
  - Telephone/Fax: \_\_\_\_\_
  - Email address: \_\_\_\_\_
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?  
  
Yes \_\_\_ No \_\_\_
3. Is your Company authorized and/or licensed to do business in Texas?  
Yes \_\_\_ No \_\_\_
4. Where is the Company's corporate headquarters located? \_\_\_\_\_
5. a. Does the Company have an office located in Edinburg, Texas?  
  
Yes \_\_\_ No \_\_\_  
  
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?  
  
\_\_\_\_ (years) \_\_\_\_ (months)  
  
c. State the number of full-time employees at the Edinburg office. \_\_\_\_\_
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes \_\_\_  
No \_\_\_  
  
If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Indicate person whom The CITY may contact concerning your submittal.  
  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes ( ) No ( )

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_

\_\_\_\_\_

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

**1. Does not boycott Israel currently; and**

**2. Will not boycott Israel during the term of the contract.**

**3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

*Pursuant to Section 2270.001, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

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

---

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**

## SENATE BILL 13 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
\_\_\_\_\_, (Company or Business name) (hereafter referred to as  
company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the  
provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

*Pursuant to Section 2274.001, Texas Government Code:*

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
  2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
- 

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**

## SENATE BILL 19 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

- (1) **does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

*Pursuant to Section 2274.001, Texas Government Code:*

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
  - a) *means, with respect to the entity or association, to:*
    - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
    - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
    - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
  - b) *does not include:*
    - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
    - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
      - (aa) *to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
      - (bb) *for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.*
- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
  - b) *a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
  - b) *has two or more firearm entities as members; and*
  - c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
- 

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**



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CITY OF EDINBURG

**NONCOLLUSION AFFIDAVIT**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF TEXAS  
COUNTY OF HIDALGO

\_\_\_\_\_, being first duly sworn, deposes and says that: *(Name)*

- (1) He is President of \_\_\_\_\_, the Bidder that has submitted the attached Bid;  
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By:

Notary Public  
My commission expires

## SUBMITTAL CHECKLIST

This checklist is to help the company submit the proposal for RFP 2022-004- E-PROCUREMENT SOFTWARE to ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Financial Stability Statement	
Price Proposal	
References	
Litigation Disclosure Form	
General Questionnaire	
Conflict of Interest Disclosure Statement	
HB 89 Verification Form	
SB 13 Verification Form	
SB 19 Verification Form	
Non-Collusion Affidavit	
Submittal Checklist	
1 Original*, 4 Copies, and 1 Digital copy on USB of Submittal	