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BEAUMONT

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CITY OF BEAUMONT
BEAUMONT, TEXAS

REQUEST FOR PROPOSAL

RFP FOR:	**RFP FOR CODE ENFORCEMENT SYSTEM SOFTWARE**
RFP NUMBER:	**MF0811-54**
RFP DUE:	**THURSDAY, SEPTEMBER 15, 2011 AT 2:00 P.M.**
PRE-BID:	**N/A**
SUBMIT RFP TO:	**This is a FORMAL RFP and must be submitted to:** **City Clerk's Office / City Hall** **City of Beaumont** **801 Main St., Suite 125** **Beaumont, TX 77701** **You may submit your Proposal by MAIL or in PERSON.** **Proposals will NOT be accepted via fax or e-mail.**

PURCHASING DIVISION

For RFP results Monday-Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720
or visit our web site at
http://www.cityofbeaumont.com/Purchasing/purchasing_bids.htm

NOTICE TO BIDDERS

Sealed Request for Proposals (RFP) will be received by the City Clerk of the City of Beaumont, 801 Main Street, Room 125 until **2:00 p.m.**, local time, **Thursday, September 15, 2011** and all proposals will be opened and publicly read in the City Council Chambers on that date for:

RFP for Code Enforcement System Software

RFP forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main, Room 315, Beaumont, Texas 77701, or from its web site. Vendors requesting RFP packets should call the Purchasing Division at (409) 880-3720 or you may download the specifications from our website at:

http://www.cityofbeaumont.com/Purchasing/purchasing_bids.htm

Proposals shall be submitted to the City Clerk's Office, 801 Main, Room 125, prior to the above stated time.

The City reserves the right to reject any or all proposals, or to accept any proposal or combination of proposals deemed advantageous to it.

Please make reference to RFP Number: **MF0811-54**

RFP Closing Date: **September 15, 2011**

Tina Broussard
City Clerk

First Publication: **August 11, 2011**

Second Publication: **August 18, 2011**

Section I – Introduction and Proposal Process

The CITY OF BEAUMONT, TEXAS seeks proposals from a software vendor to provide an integrated Code Enforcement, Inspection and Mobile Capabilities Software System with related services, (herein referred to as the **SOLUTION**).

While not included in this proposal, the City is seeking a solution that can provide the following modules for future growth:

- ***Permitting***
  Monitor all public and private building activity, issue a variety of permit types (building, grading, mechanical, electrical, and encroachments, etc.), link to related records, account for all appropriate fees, and validate contractors.

- ***Inspection Tracking Scheduling***
  Track both routine and periodic inspections of buildings and property, and manage all building inspection scheduling.

- ***Plan Application Tracking***
  Provide on-line and reporting capabilities of all plan check and review activities from permit issuance to project.

A. Background Information

The City of Beaumont, Texas is located in the southeast corner of the state and is the seat of Jefferson County. With a current population estimated at 110,000, the city occupies a land area of 84.01 square miles.

The City of Beaumont's Code Enforcement Division currently handles approximately 6,000 complaints per year including:

- Weeds (abandoned properties, City-owned and privately-owned)
- Non-weeds (junk vehicles, litter, broken pipes, ordinance violations)
- Sub-standard Buildings, including historical

B. Schedule of Events

• Advertise	August 11 and August 18, 2011
• Question submission deadline	August 25 by 2:00 PM
• Answers to questions posted	September 2, 2011 by 4:00 PM
• Proposal Due Date	September 15, 2011 by 2:00 PM

C. Questions Regarding RFP

Questions concerning this RFP should be directed to Sara Parker, Buyer III, via email at

sparker@ci.beaumont.tx.us or via fax at 409-880-3747. Questions must be submitted in writing no later than 2:00 PM, Thursday, August 25, 2011. Responses to all pertinent questions will be posted to the city website no later than 4:00 PM, Friday, September 2, 2011.

D. Changes to Request for Proposal (RFP)

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at http://www.cityofbeaumont.com/Purchasing/purchasing_bidlists.htm and will be faxed to the vendors on the bid announcement list.

E. Contract Negotiations

The CITY OF BEAUMONT reserves the right to negotiate a contract after the successful firm is selected. Selection will be based only on the proposal submitted, product demonstration, and subsequent interviews, if any; therefore, the proposals must be complete.

F. Insurance

The contractor shall at all times during the contract maintain in full force and effect insurance as stated in Attachment A.

1. A certificate of insurance naming the City as additional insured and including waiver of subrogation as further specified in Attachment A shall be furnished to the City by the insurance provider or its agent within ten (10) working days after award of contract.

2. The City shall be named as additional insured on all policies. Should any insurance required by this Contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the City. If the lapse period extends past ten (10) working days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

G. Questions Regarding RFP

Questions concerning this RFP should be directed to Sara Parker, Buyer III, via email at sparker@ci.beaumont.tx.us or via fax at 409-880-3747. **Questions must be submitted in writing no later than 2:00 PM, Tuesday, August 23, 2011.** Responses to all pertinent questions will be posted to the city website no later than 4:00 PM, Thursday, August 25, 2011.

H. Proprietary Information

Any restrictions on the use of data contained within a proposal and all confidential information must be clearly stated at the top and bottom of each page of the proposal. The City is limited in its ability to agree to confidentiality provisions pursuant to the Texas Public Information Act, Texas Government Code §552.001, et seq. Accordingly, the City does not agree to confidentiality except to the extent allowed by the Texas Public Information Act and, where applicable, the Federal Freedom of Information Act. If a third party seeks information relative to Vendor, and not the contract itself, to the extent required by the Texas Public Information

Act, the City will notify Vendor of such request so the Vendor might protect its interests.

I. Incurring Costs

The CITY OF BEAUMONT is not liable for any costs incurred in replying to this RFP.

J. Acceptance/Rejection

The CITY OF BEAUMONT reserves the right to accept or reject any or all proposals in part, or in total, as deemed to be in the best interest of the CITY OF BEAUMONT, and to waive all minor irregularities in the proposal process.

K. Contact Information

If any information is needed concerning specifications, please contact:

Sara Parker, C.P.M., Buyer III
Purchasing Division
City of Beaumont

Physical Address:
801 Main St., Suite 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3757 ✦ Fax # (409) 880-3747

E-mail: sparker@ci.beaumont.tx.us

Section II – Scope of Work

L. Scope of Work

The Scope of Work, as may be modified through negotiation and/or by written addendum, shall be made a part of the Agreement. Through this **RFP**, it is specifically intended to procure the following:

A software solution that will support automation of all necessary functions related to the overall code compliance and inspection process. The software will contain the following functions:

1. Code Enforcement: Allows for the monitoring of codes and management of violations associated with all City Ordinances.
2. Property Ticklers (Automatic Department Alerts)
3. Notice/Letter Generator
4. Provisions for Multiple Complaint Types
5. Provisions for Multiple Rate Set-up
6. Provisions for Billing/Receivables
7. Provisions for Ordinance Table Set-up
8. Provisions for Flagging Properties (i.e., sub-standard, historical)
9. Provisions for User Security
10. Mobile Solution
11. GIS/Mapping
12. Software should be land-based and interface with the local tax appraisal tax roll files
13. Ability to have images (photos) associated with the software
14. Ability to generate reports (standard & customized reports)
15. Ability to change letters without a "Program Change" (should interface with Microsoft Word or similar software). Software needs to have the ability to carry over old records.
16. Ability to access live applications from the field

17. Ability to generate Work Sheets for contractors

18. Software needs to work with the Annual Notification process

19. Software needs to be user friendly

20. Complete software documentation for support staff, users, and administrators.

21. System shall serve nineteen (19) users, eleven (11) requiring mobile access, two (2) requiring view only.

22. **Capability to integrate to the following systems:**

    22.1 ERSI Geographic Information System

    22.2 Interface with existing GBA Master Series Service Request/311 system (800) 492-2468

    22.3 County Tax Assessor Land Data (Jefferson County, Texas)

    22.4 Interface with SunGard HTE Financials (800) 727-8088

    22.5 License Plate File, Texas Department of Public Safety

    Implementation services shall include, but not be limited to:

    22.6 Software installation and setup

    22.7 Data conversion – **Master files and detail only**

    22.8 Template and application form development

    22.9 Web integration services

    22.10 Application Integration services

    22.11 Testing, including acceptance testing

    22.12 Training for support staff, end users, and administrators

    22.13 Associated vendor project management

    22.14 Software maintenance and warranty services

The Scope of Work must also include a schedule of deliverables and milestones associated with each of the above modules or phases. A solution that will provide a high level of functionality with ease of use is desired. Consideration will be give to a well-designed and proven software system that has excellent vendor support, rich capabilities, and robust ad hoc reporting tools.

Section III –
Proposal Format and Evaluation Process

M. Submission Requirements

The sealed proposal shall consist of one (1) original of all documents, marked "original", and three (3) copies, marked "copy".

N. Proposal Format

To simplify the evaluation process, the vendor's proposal shall be submitted in the format outlined below:

1. **Cover Letter** –The proposal letter shall be addressed to the Contact listed and shall include the complete name of the firm or person(s) submitting the proposal, the main office address, primary contract person's name, title, telephone number an email address.
2. **Table of Contents** – Clearly defined suctions and pages numbered.
3. **Executive Summary** – A summary of the proposal stating the proposer's understanding of the requested system and highlights of the proposed solution.
4. **Vendor Profile and Qualifications** – Include vendor and executive information, including management team, resumes and qualifications of key staff that would be assigned to the implementation of the solution.
5. **Experience** – Provide a description of local government experience and experience completing similar projects.
6. **References** – Provide at least five (5) references of current clients of similar scope with the proposal. Include name, title, address, phone number and email of contact person.
7. **Software Description** – Provide screen shots and an overview of the system's features.
8. **Technical Requirements** – All hardware requirements, system software, and application requirements must be listed.
9. **Response to Requirements Matrix (Use Form)** – Responses to the requirements listed in Section IV of the RFP must be provided in this section of the Vendors Proposal. Vendors should use the format provided and add explanatory details as necessary in the comments section.
10. **Implementation Services/Scope of Work** – Provide a sample project management plan including reasonable target dates. This section must also outline key activities, work products and assumptions.
11. **Training** – Provide an overview of proposed training, including options for on-site or training center services, end users, and system administrators. This section should also include an implementation and training plan including an estimated time-frame and deliverables for each stage of the project and training documentation provided.

12. **Support and Maintenance** – Provide description of support services including provision of regular updates and new releases, as well as technical consultation and support.

13. **RFP Forms and Cost Proposal** – Completed RFP Forms, pages 28 through 32, including Vendor Information, Cost Proposal, Conflict of Interest and Acknowledgement of Addenda. These items must be submitted on the City's forms for the Proposal to be considered.

14. **Cost Proposal** – Provide costs for licensing, maintenance, training and any additional services.

15. **Addenda Acknowledgements** – Any changes to specifications will be made in the form of an Addendum which will be made available online at http://www.cityofbeaumont.com/Purchasing/purchasing_bidlists.htm and will be faxed to the vendors on the bid announcement list. Vendors must acknowledge receipt of all addenda issued.

16. **Software Demonstrations** – All proposing vendors must be willing to provide a demonstration of their software prior to awarding of this RFP upon request.

17. **Additional Information** – Provide any other information you feel is important for consideration in the City's evaluation of your proposal.

O. Basis of Award

The award resulting from this Request for Proposal will be made to the vendor that submits the response that best serves the needs of the CITY OF BEAUMONT. The selection committee will evaluate the proposals based on the following criteria:

- 25% Quality and reliability of bidder
- 25% Warranty, service and support
- 30% Price
- 5% Submittal accuracy
- 5% Product delivery
- 10% References

Section IV – Requirements Matrix

Legend for completing the following Requirements:

M = Meets/Standard functionality out-of-the-box
D = Does Not Meet
E = Exception

Requirements	M	D	E	Exception Comments	Additional Comments
General Functionality					
1. Must be Windows 7 or higher compatible.					
2. Must be a Microsoft Business Partner.					
3. Vendor must have a proven track record of being in business for more than ten (10) years.					
4. The Application System Administrator must be able to configure all End-User settings, without the need to rely on the Vendor.					
5. All help files must be context sensitive, and launch a web-browser with the most up to date version of support.					
6. On Line Training must be available.					
7. Vendor must have two (2) versions of product for End-Users, one for "Technical Users" and another for less advanced Users requiring larger buttons and simplified functions.					
8. End-Users have the ability to edit and save their own search parameters.					

Requirements	M	D	E	Exception Comments	Additional Comments
9. Able to search on any field within the database, including custom fields developed over time.					
10. Allow a "time-out" period for Users not working at their computer, ensuring that a license is freed up.					
11. Users can select from different displays to personalize their own screens.					
12. Have a real-time dashboard to display dynamic charts & graphs that the User wants to view.					
13. Ability to store document shortcuts from the User's computer for quick access.					
14. Application System Administrators can create new fields and screens after implementation.					
15. Allow users to use/access several records at one time.					
16. Automatic email notification to users when assigned activities have been updated or new tasks has been assigned to them.					
17. Ability to create, assign and maintain approval groups and manage data access ability.					
18. The proposed system must provide user-defined security, differential rights distribution, role designation, and user options.					
19. Provide detailed audit trails / reports for financial activity.					

Requirements	M	D	E	Exception Comments	Additional Comments
20. Provide a configurable, flexible workflow management system to automate business processes performed by each department and City of Beaumont, Texas involved with the development review process.					
21. Track time spent on daily activities.					
22. Place warnings, holds and restrictions on a record.					
23. Link to browse recently viewed records.					
24. View and link to all related records.					
25. Ability to enter notes with unlimited characters.					
26. Link to favorite websites directly from software.					
27. Assign violation and complaint types to specific departments.					
28. Link software login to Windows ID allowing for automatic login upon opening the application.					
29. Track time spent on activities and charge time with an associated account number.					
30. Address confirmation of preexisting addresses and validation of naming conventions of streets.					
Reporting					
1. System comes with over 100 standard reports.					
2. End-Users are able to customize reports.					

Requirements	M	D	E	Exception Comments	Additional Comments
3. Report engine utilizes Crystal Reports.					
4. End-Users are not required to have a copy of Crystal Reports to execute standard reports.					
5. Users are able to create queries on the fly and save those queries for future use.					
6. Ability for Users to select Favorite reports and group them into folders for future use.					
7. View a preview of report prior to executing.					
8. Export reports into an Adobe PDF, MS Excel, or MS Word format.					
9. Select different date ranges to view report information.					
10. Able to print and attach a Report to a record within a single step.					
11. Users can merge data in MS Word doc templates.					
Inspections					
1. Have a work center where Inspectors can view all of the inspections assigned to them, and result those inspections from this area.					
2. Ability to quickly re-assign a group of inspections to a new Inspector.					
3. Allow different check-lists for each inspection type.					
4. Have standard notes unique to each inspector and each inspection type.					

Requirements	M	D	E	Exception Comments	Additional Comments
5. Capable of batch scheduling inspections from a single screen for all inspection requests.					
6. Able to automatically email the contractor/developer of inspection results.					
7. Ensuring that previous inspections are approved, before accepting the next inspection type.					
8. Able to view a centralized Work Calendar for all inspectors.					
9. Rerouting inspections from the Work Calendar by dragging and dropping to another Inspector's calendar.					
10. View calendar appointments on the Work Calendar.					
11. Able to use GIS information to automatically route an inspection to a default Inspector based on a geographic area.					
12. Allow an Inspector to record audio notes and play them back at any time.					
13. Adding attachments to the inspection from a camera.					
14. Able to change the status codes of an inspection to our City of Beaumont, Texas's terminology.					
15. Being able to associate a unique amount of time with each inspection type, to allow for a daily "cap" of inspections.					
16. Offer an IVR solution or integrate with an IVR system for contractors to result inspections via phone.					

Requirements	M	D	E	Exception Comments	Additional Comments
17. Drag and drop scheduled inspections from one calendar day/inspector to another.					
18. Provide reports for Daily Inspections per Inspector.					
Code Enforcement					
1. Allow multiple violations to be added to a single case while tracking each resolution and status individually.					
2. When a violation is added, the code text is automatically inserted.					
3. Track follow-up dates to ensure the issue is resolved.					
4. View/add restrictions to the parcel when a Case is created.					
5. User rights determine which Users are able to view Case information/details.					
6. Able to attach images to the Case.					
7. Create a Case Details Report which itemizes all details pertaining to the case, including the photos attached.					
8. Easily create MS Word letters and merge data from system into letter. Allow for batch generation of letters based on selection criteria.					
9. View all details of a case from a single screen, without selecting different tabs or windows.					
10. Track all activities on the record, including when a phone call is made, a letter is printed, etc.					

Requirements	M	D	E	Exception Comments	Additional Comments
11. Able to print and attach a letter for historical purposes in a single step.					
12. Ability to automatically lock a parcel when certain code Cases are created, to prevent permits from being issued.					
13. Restrict access to the Complainant information to only Code Officers.					
14. Allow code officers to enter results of their inspections including items for correction in the field either online or offline.					
15. Ability to duplicate part or all of the data from one case record to another.					
16. Ability to create code violation cases related to permit inspections in the field.					
17. Print images associated with the case into a letter.					
18. Automatic inspection, reviews and fees based on type and sub-types.					
19. Ability to automatically lock down activity at a location where there is an outstanding issue.					
20. Allow for Fee calculations for Contractor Cuts (based on dimensions of the property, Developed or undeveloped rates per square foot OR acreage rate. Allow for creation of Work Order documents for Contractor's assigned a list of properties to cut. Allow for creation of Work Order Mowing requests based on property identified as City-Owned or Abandoned.					

Requirements	M	D	E	Exception Comments	Additional Comments
21. Provision for ordinance table setup.					
22. Allow for creation of merge letters specific to the types of Code Enforcement requests (Weeds, Litter, Substandard building letters produced at various stages of the workflow, etc.) Allow for letters to be cc'd to additional parties without the need of creating a separate letter request.					
23. Ability to update a case when a parcel of land is split and has split ownership.					
Custom Interfaces					
1. Ability to file and check a complaint on line. Require interface to GBAMS 311 request system.					
2. Interface with a license plate file for verification of vehicle owners.					
3. SunGard HTE Financials ability to interface billing file to accounts receivable based on a date range.					
4. Interface the local appraisal district land file to the vendors land module. Inclusive of lot size, parcel, owner, physical addresses, developed/undeveloped, etc.					
5. Interface with City's ArcGIS database.					
6. Ability to automatically lock a parcel when certain code Cases are created, to prevent permits from being issued. Interface to SunGard HTE Building Permits.					

Requirements	M	D	E	Exception Comments	Additional Comments
GIS					
1. Must be an ESRI Business Partner for more than ten (10) years.					
2. Allow for the assignment and reassignment of property addresses to parcel numbers.					
3. Real-time link to GIS data.					
4. Create GIS maps that display queried data.					
5. Email map as an attachment.					
6. Create mail merge notifications from GIS data.					
7. Add new records to selected parcel(s) directly from GIS map.					
8. View detailed parcel information from GIS application.					
9. Create permits and other records directly from the map.					
10. Measure the distance from one parcel to another or a collection of selected parcels.					
11. Select parcels within a radius or draw a boundary.					
12. Access summary information and related records from map.					
13. Provides inspection routing with ability to find the best order and to preserve first and last locations.					
14. Provides sketch tools.					
Mobility / In-Field Usage					

Requirements	M	D	E	Exception Comments	Additional Comments
1. Ability to update and enter inspection information from the mobile via real time or syncing.					
2. Access to aerial photo information through Google Maps, inclusive of street level views.					
3. Be able to access all property information while mobile.					
4. Ability for field inspectors to print documents stored in the system in the field.					
5. Ability to configure security to assure that only authorized persons is allowed to sign off on an inspection.					
6. Supports remote data entry.					
7. Provide the appropriate capabilities to allow users to operate in the field with either hand-held devices or with laptop computers.					
Contract Management					
1. Ability to identify contractors.					
2. Unlimited User-defined Contractor types.					
3. Tracks company and contact info, address, email, phone, fax, etc.					
4. Tracks Primary and Sub-Contractors.					
5. Comprehensive Activity Tracking (i.e. Code Cases, Inspections, etc.) and quick access to this information.					

Requirements	M	D	E	Exception Comments	Additional Comments
6. Multiple Invoice Management / Individual Fee Payments, i.e Mowing contractor fees.					
7. Supports Free Form Entry Fields for Comments related to individual contractors.					
8. Link contact information to associated projects and activities.					
9. Ability to send email notifications.					
10. Ability to duplicate contact information from one contact type to another.					
Future Modules					
1. Permitting: Monitor all public and private building activity, issue a variety of permit types (building, grading, mechanical, electrical, and encroachments, etc.), link to related records, account for all appropriate fees, and validate contractors.					
2. Inspection Tracking and Scheduling: Track both routine and periodic inspections of buildings and property, and manage all building inspection scheduling activities.					
3. Plan Application Tracking: Provide on-line and reporting capabilities of all plan check and review activities from permit issuance to project.					

ATTACHMENT A
(Revised 5/2/2011)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF BEAUMONT'S PURCHASING DIVISION, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	**Workers' Compensation** and **Employer's Liability**	Statutory
	NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.	
2.	**Commercial General (public) Liability** including coverage for the following:	
	a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and and property damage of $500,000 per occurrence or its equivalent with an aggregate limit of $1,000,000.

h. Professional liability*
i. Underground hazard*
j. Explosion and collapse hazard*
k. Liquor liability*
l. Fire legal liability*
m. City's property in Contractor's* care, custody, or control
n. Asbestos specific liability*

* **Not required for this contract**

3.	**Comprehensive Automobile Liability** insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage of $500,000 per occurrence or equivalent.
4.	**Errors and Omissions** insurance policy (when applicable)	Provide a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

a. Name, the City of Beaumont and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.

b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.

c. Provide for notice to City at the address shown below by registered mail.

d. CONTRACTOR agrees to waive subrogation against the City of Beaumont, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than 15 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Division
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110
****

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

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

2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Beaumont.

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

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

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

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

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Beaumont:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Beaumont will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

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

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

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

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

2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the Contractor:

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

b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

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

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

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

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Beaumont to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Beaumont.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

2. Remodeling, extending, repairing, or demolishing a structure; or

3. Otherwise improving real property or an appurtenance to real property through similar activities.

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

CITY OF BEAUMONT
INSURANCE REQUIREMENT AFFIDAVIT

To be Completed By Appropriate Insurance Agent and submitted with bid proposal

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Beaumont, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

_____ _____

Agent (Signature) Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: (_____)_____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Beaumont at (409) 880-3720.

RICH WITH OPPORTUNITY
BEAUMONT
T • E • X • A • S

RFP SHEET

RFP OPENING DATE: **Thursday, September 15, 2011**
RFP OPENING TIME: **2:00 P.M.**

CITY RFP NUMBER: **MF0811-54**
FOR FURNISHING: **RFP for Code Enforcement System Software (AS PER SPECIFICATIONS)**

OUTLINE OF RFP DATA:

For RFP to be considered valid, **Proposers *MUST* complete and submit the following:**

1. Provide all **documents** as required in Section III – Proposal Format and Evaluation Processing, **pages 8 through 9.**
2. Complete **Section IV – Requirements Matrix, pages 10-20.**
3. Provide an **insurance affidavit, page 27.**
4. Provide all **information as required, pages 28 through 32** of this RFP.
5. Provide a **valid signature** at the appropriate locations within these bid documents.

VENDER INFORMATION:

Company Name	
Bidder's Name In Printed Form	
Bidder's Signature	_____ **(Signature required for proposal to be accepted.)**
Bidder's Title	
Company Physical Address	_____ Street _____ City Zip Code
Company Mailing Address	_____ Street or P.O. Box _____ City Zip Code
Company Telephone Number	
Alternate Phone Number	
Company Fax Number	
Email Address	

Pricing Information

CITY RFP NUMBER: MF0811-54
FOR FURNISHING: RFP for Code Enforcement System Software (AS PER SPECIFICATIONS)

Item	Qty.	Unit Price	Subtotal
Software License(s)		$	$
Maintenance and Support		$	$
Travel and Training (not to exceed cost)		$	$
Additional Services (provide detail)		$	$
Estimated Project Total		**$**	**$**

Insert Bidding Vendor's Company Name:
RFP No. MF0811-54

BID SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____

WARRANTY: _____

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated_____	Received_____
Addendum No. 2 dated_____	Received_____
Addendum No. 3 dated_____	Received_____
Addendum No. 4 dated_____	Received_____

DOES YOUR BID MEET SPECIFICATIONS? YES_____ NO_____

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more)_____ Non-Minority_____ Hispanic_____ Black_____ Other _____
Minority (please specify)_____ Female Owned_____ Handicapped Owned_____
Small Business (less than $1,000,000 annual receipts or 100 employees) _____

CERTIFICATE OF CORPORATE BIDDER

I,_____, CERTIFY THAT I AM _____, (title) OF THE CORPORATION NAMED AS BIDDER HEREIN; THAT _____ _WHO SIGNED THIS BID ON BEHALF OF THE BIDDER, WAS THEN _____ _____, (title) OF SAID CORPORATION; THAT SAID BID WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

_____
SIGNATURE OF OFFICER

_____
TYPE OR PRINT NAME

_____
TITLE OF OFFICER

BIDDERS

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor_____

Address_____

_____

Bidder_____
(Signature)

Bidder_____
(Print Name)

Position With Company_____
(Title)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY
Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

STATEMENT OF CITY CHARTER PROVISION ON CONFLICT OF INTEREST

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.

2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.

3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void.** (Beaumont City Charter, Article XVII, Section 9.)

I, _____(name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the city.

SIGNED this the _____ day of _____, 20_____.

_____
Name

_____
Title

GENERAL CONDITIONS OF BIDDING
(Revised 6/30/11)

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. **BIDDING**:

   A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

   B. TIME & DATE: Formal bids must be in the office of the City Clerk by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior the bid opening. **Formal bids may NOT be faxed or e-mailed.**

   Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**

   C. WITHDRAWAL OF BID: A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.

   D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.

   E. No change in price will be considered after bids have been opened.

   F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an

article other than the one specified, which he considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.

I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications an/or bid form.

J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.

K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.

L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.

M. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.

2. **TAXES:**

A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. **AWARD:**

A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.

4. **BID DEPOSIT:**

A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.

B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.

C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

5. **DELIVERIES:**

A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.

B. Full fare must be allowed and no charge made for packages.

C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplied in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

6. **REJECTIONS:**

A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. **BILLING:**

A. All bills are subject to approval by the Purchasing Manager.

8. **PATENTS:**

A. The contractor agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it 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 Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes and used.

9. **CONDITIONS PART OF BID:**

A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. **CONTRACT:**

A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:

i. Notice to Bidders,
ii. General Specifications,
iii. General conditions of bidding,
iv. The Bid Sheet(s),
v. Resolution awarding the bid.

B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS:**

A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS:**

A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **DISCOUNTS:**

A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

14. **DISCLOSURE FORMS:**

A. **All forms must be signed and returned with your bid sheet.**

15. **EXCEPTIONS:**

A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. **LOCAL BIDDER CONSIDERATION:**

A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

17. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

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

    B. Appropriate identification of the bid or proposal being protested;

    C. A precise statement of the reasons for the protest; and

    D. Any documentation or other evidence supporting the protest and any alleged claims.

    The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

    If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

    If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. **PUBLIC INFORMATION ACT:**

    A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

    B. To request information from this governmental body, please contact:

    Tina Broussard, City Clerk
    City Hall

    Physical Address:

    801 Main Street, Suite 125
    Beaumont, TX 77701

    Mailing Address:

    P.O. Box 3827
    Beaumont, TX 77704-3827

    409-880-3740 Fax
    409-880-3745 Phone

    openrecords@ci.beaumont.tx.us

19. **WEBSITE** – Vendors are responsible for verifying all addendum to specifications downloaded from the City website.

20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.

21. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this agreement so long as performance is delayed or prevented by force majeure.

22. **FUNDING OUT** – The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days written notice.