



REQUEST FOR PROPOSALS

WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

April 21, 2014

Proposals Received Until 2:00 PM, Thursday, May 15, 2014

REQUEST FOR PROPOSAL #20140

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NOTICE TO OFFERORS

Sealed proposals for Website Design, Development and Implementation Request for Proposals, as described herein, will be received at the Tarrant Appraisal District, **until 2:00pm, Thursday, May 15, 2014**. Any changes to this RFP are invalid unless specifically modified by the District or issued as a separate addendum document. Should there be any question as to changes to the content of this document, the District's copy shall prevail. It is the Offeror's sole responsibility to ensure that his proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the cut off time listed above. **Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.**

To assure consideration, all proposals shall be made on the RFP Forms enclosed or as directed. All proposals must be written in ink or typed. Mistakes may be crossed out and corrections made adjacent. However, each correction must be initialed by the person signing the proposal.

Proposals shall be enclosed and sealed in an envelope clearly marked **Website Design, Development and Implementation RFP** and addressed to Tarrant Appraisal District. **Proposals may be delivered in one of the following methods:**

- **Hand delivered to the Customer Service personnel in the main lobby at :**
Tarrant Appraisal District
Attention: Jeff Craig, Director of Administration
Website Design, Development and Implementation RFP
2500 Handley-Ederville Rd
Fort Worth, TX 76118
- **U.S. Postal Service, UPS, FedEx or other common carrier delivered to:**
Tarrant Appraisal District
Attention: Jeff Craig, Director of Administration
Website Design, Development and Implementation RFP
2500 Handley-Ederville Rd
Fort Worth, TX 76118

FAXED OR ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESS WILL BE REJECTED AND RETURNED TO THE OFFEROR UNOPENED.

A mandatory pre-proposal meeting at TAD's facility located at 2500 Handley Ederville Road, Fort Worth, Texas 76118, will be held on Friday, May 2, 2014 at 1:00 PM. Prospective offerors must contact Don Morris at dmorris@tad.org no later than close of business on May 1, 2014 if they wish to participate.

PART 1 GENERAL INFORMATION

Tarrant Appraisal District is seeking proposals to evaluate the District's current website and redesign, develop and implement a new, enhanced website. *In addition, the District will entertain proposals on alternatives for hosting and maintenance of the new website.

RFP EVENTS SCHEDULE

Event#	Description	Date	Time
1	Release of RFP	April 21, 2014	--
2	Mandatory Pre-Proposal Conference	May 2, 2014	1:00 PM
3	Last Day for Offerors to submit questions	May 6, 2014	--
4	Last Day for District to answer questions	May 9, 2014	--
5	Proposal due/Bid Opening	May 15, 2014	2:00 PM
6	Award	Anticipate By May 31, 2014	--
7	Final User Acceptance Testing (UAT)	September 2, 2014	--
8	Go Live	October 2014	--

DISTRICT INFORMATION

Tarrant Appraisal District (TAD) is a political subdivision of the State of Texas created effective January 1, 1980. The provisions of the Texas Property Tax Code govern the legal, statutory, and administrative requirements of the appraisal district. A five member Board of Directors, appointed by the taxing units within the boundaries of Tarrant County, constitutes the District's governing body. The Tarrant County assessor-collector also serves on the board but is a nonvoting member. The Chief Appraiser, appointed by the Board of Directors, is the chief administrator and chief executive officer of the appraisal district. The chief appraiser is allowed by law to delegate authority and appraisal responsibilities to his employees.

Tarrant Appraisal District (TAD) is responsible for local property tax appraisal and exemption administration for seventy jurisdictions or taxing units in the county. Each taxing unit, such as the county, a city, school district, municipal utility district, etc., sets its own tax rate to generate revenue to pay for such things as police and fire protection, public schools, road and street maintenance, courts, water and sewer systems, and other public services. Property appraisals are determined by the appraisal district and used by the taxing units to calculate and allocate the annual tax burden. TAD also administers and determines eligibility for various types of property tax exemptions that are authorized by state and local governments, such as those for homeowners, the elderly, disabled persons, disabled veterans, and charitable or religious organizations.

PART 2. SCOPE OF WORK

SCOPE OF WORK

The District's website was created and is hosted by Tarrant Appraisal District staff. While the site works and provides needed data, it is cumbersome to maintain and the lack of consistency impacts the overall public use of the website.

The District anticipates adding various **eAccess**** functions, as well as retaining current functionality, such as Rendition submissions, Filing Protest, ability to settle Value online, Withdrawal of Protest, ability to upload documentation for TAD Review, review Sales Comps and ARB evidence, review of Property Record Card, and update personal information.

**** eAccess** is a portal within TAD.org that provides for various secure and confidential interactive activities that can be accessed by property owners and/or their representatives. This portal also provides access for Business owners to file online renditions.

OBJECTIVE AND SCOPE OF PROJECT

Tarrant Appraisal District is seeking the services of an experienced website design firm to evaluate, redesign, develop, and implement a new, enhanced web environment that is highly functional, easy-to-use, interactive website that will meet the District's needs for a minimum of five (5) years. Due to the amount of data that would need to be transmitted daily, the District plans to host and maintain the newly designed website onsite.

The District prides itself on being one of the premier Districts throughout the State of Texas, and as such, wants to convey this premier image through its website. The District requires the following attributes in the redesign and development of the website:

1. A website that covers all aspects present in the District's current website(s), but also implements new information, products, services and functions for citizens and businesses. Need to re-create and greatly enhance the District's existing website to be resourceful, informative, and serve as a marketing asset that provides a citizen/business friendly environment which emphasizes access to District services, departments and business opportunities. The site must be visually appealing with an attractive mix of text, photos and graphics.
2. A website that is both world class and innovative that conveys the prestige, elegance, and high quality evident in all services provided by Tarrant Appraisal District.
3. A website that is easily accessed and navigated by the general public that emphasizes flexible and available access to District services, information, departments and business activities.
4. A more unified overall structure and theme with a consistent look and feel that allows each department and/or function to display their uniqueness, while ensuring that users know they are viewing a part of the official Tarrant Appraisal District website. Create a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the District's website, including use of the District's logo. However, the established theme should also provide the flexibility to allow for different District functions, regional partnerships and some level of individuality and/or functionality between District functions and departments.
5. Provides an overall architecture that is conducive to future growth of information, services and functions that is easily maintained by the District's departmental personnel.
6. Enhances delivery and awareness of public services and facilitates a clearly accessible process for public inquiry.
7. Provides the ability to conduct secure and confidential transactions online.
8. Is available to the public 24/7 with no downtime when updates to content or data are done and provides high-speed upload with minimal download response times for all types of equipment (i.e., high-speed and low-speed) in use by the public. Coordination with Tarrant Appraisal District Web Division when updates are applied to ensure data elements are present to support the web site enhancements.
9. The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen

10. Allows delegated content management, currently being performed via IBM Content Manager.
11. Examples of other agencies websites that contain some of the attributes, features and enhancements desired in the District's new, redesigned website, include:
 - Williamson CAD www.wcad.org
 - Angelina CAD <http://angelinacad.org/>
 - Brazoria CAD <http://www.brazoriacad.org/>
12. Graphic files should be relative to site, designed with simplicity to allow for quickest loading. Web pages should be tested to ensure each webpage can be accessed timely.
13. Allow for simplified search capabilities.
14. As per the Americans with Disabilities Act, the District must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public. The District expects respondents to offer suggestions regarding accessibility. See Example: www.ada.gov/websites2_prnt.pdf
15. The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
16. The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.
17. The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
18. Provide security and confidentiality for users of eAccess services.
19. The site should allow for the District's intent for enhanced eAccess capabilities encompassing all business processes.
20. Respondent should list the software that would be used to create the site including all graphics software and recommended software and licenses that the District will need to purchase for the continued maintenance of the website.
21. The District's preferred website model calls for authorized District staff to have some ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, removing old and outdated information and general noticing. A staff webmaster(s) should have more comprehensive ability to provide quality control and the ability to update non-routine information. Therefore, a system needs to be structured for maintenance and updating capabilities by non-technical staff. The District is interested in a content management process and is open to ideas on how best to accomplish this aspect of the website.
22. Allow for interactivity. Include email response, surveys, feedback, forms, online eAccess transactions and access to various District calendars. The designer must incorporate the ability for users to complete interactive on-line forms for such tasks as employment and exemption applications.
23. Form Printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins as Java and Adobe for opening and viewing these documents.
24. All documents, including maps and tables, should be in HTML, Portable Document Format (pdf), or in a format approved by the District to provide ease of viewing, printing and downloading, and in alternate ADA acceptable download formats.
25. Include links for customers to download any browser plug-in products, such as Acrobat Reader, that are necessary to view information on the site.
26. Information currently provided on the website must be included in the proposal.
27. Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc., preferably in HTML format.
28. The proposal should include basic training for a minimum of three (3) employees including user manuals, training plan and timeline for same.
29. Internet Provider Services are not part of this contract. The District already has an ISP; therefore these services are not part of this RFP process. However, maintenance options should be presented as options to facilitate the design and maintenance of this site.
30. The proposal should include a comprehensive timeline for each phase of the website re-design, including meetings with District staff, re-design, development, draft presentation, implementation, hosting and training.

The proposal should include an estimated summary timeline for completion of each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.

31. A detailed work plan is a requirement of the proposal describing your overall approach to evaluating, designing, developing and implementing the website.
32. The proposal should identify what is required of the District in completing this project.
33. Although the District has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the District's website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements. The District is extremely interested in utilizing the website(s) to create a unified marketing theme and approach that will "connect" with users in all age groups and further promote Tarrant Appraisal District as a World Class Agency in the State of Texas.
34. The District anticipates five (5) distinct phases of activities for website development (intranet and internet), but will entertain other approaches if thought to provide an enhanced plan. The District is also soliciting input on an Optional Phase 6, although no decisions have been made on ongoing maintenance:
 - ___ Phase 1 - Preliminary / Perform Needs Assessment
 - ___ Phase 2 – Conceptual Design of Website
 - ___ Phase 3 – Development Phase
 - ___ Phase 4 – Conversion of Existing Website and Implementation
 - ___ Phase 5 – Training and Initial Support
 - ___ **Optional** Phase 6 – Website Maintenance – The District anticipates hosting the website internally and performing its own content management but will entertain cost proposals to provide ongoing maintenance. The typical contract would be for two (2) years with three (3), one (1) year options to renew. Final determination may be part of the District's final negotiations.

QUALIFICATIONS

The District is interested in engaging a firm with the following qualifications:

- ___ Experience in website design, development, implementation, and maintenance.
- ___ The ability to provide an innovative, unique, flexible design that meets the requirements of the District.
- ___ Has the company depth and knowledge of the latest technical tools available in the marketplace that will allow the Tarrant Appraisal District to achieve its goals and objectives with its website re-design.
- ___ Has the financial viability to provide long-term, on-going support to the District.
- ___ Has performed at least three (3) similar projects within the last three (3) years.

CONTRACT PERIOD AND COMPENSATION

The term of the website consulting contract shall commence upon issuance of a written purchase order and continue until completion of the scope of work. All other conditions set forth in the District's standard Services Contract apply. If at any time during the course of the contract the Contractor does not meet the terms of the contract, the contract can be terminated by Tarrant Appraisal District.

The schedule of payment shall be as follows:

- 15% of the project cost upon acceptance of the conceptual design
- 20% of the project cost after acceptance of the development phase
- 40% of the project cost after acceptance of the conversion/implementation
- 25% of the project cost after the completion of the training and support phase, resolution of all unresolved issues and 30 days of continual successful operation of the new website.

Again, Proposer shall provide a detailed schedule that represents realistic, but aggressive completion dates.

Acceptance is defined as the mutual agreement by the District and the Contractor of the acceptance of the criteria as specified in the contract. Both this Request for Proposal and the successful offeror's response to this Request for Proposal will be considered contractual components.

COST PROPOSAL FORMAT

The offeror is responsible for reviewing the District's current website and analyzing the scope of the project. The proposal should contain the total project cost, as well as detailed "line item" costs for components of the project.

Please specify:

- ___ “Not to Exceed” Fee to complete the entire project.
- ___ A breakdown of proposed costs by phases showing time, material and expenses
 - Phase 1 - Preliminary / Perform Needs Assessment
 - Phase 2 – Conceptual Design of Website
 - Phase 3 – Development Phase
 - Phase 4 – Conversion of Existing Website and Implementation
 - Phase 5 – Training and Initial Support
- ___ Cost per page for future content development (if this service is available).
- ___ Bulk rate cost for multiple pages for future content development (e.g. 1-10 pages = \$xx, 11-25 = \$xx).
- ___ Hourly rate schedule for services including any minimum charges for updates.
- ___ Any and all annual fees, monthly maintenance fees, one time fees, and any and all costs associated with the maintenance of the site.

Any additional costs/charges must be clearly defined in the proposal. Information and costs for the optional services should be submitted separately.

Offeror will be responsible for all travel expenses.

SELECTION PROCESS

The selection of a firm to assist in the design, development and implementation of a new website for the District will be based on the firm's qualifications as presented in its proposal, overall price and cost to the District, the experience and success of the firm in providing website design and support to similar public sector clients and the firm's ability to provide the services outlined in this Request for Proposal. A screening committee will review the proposals. The proposals will be evaluated and ranked in accordance with the evaluation criteria described below:

1. The understanding and grasp of the project including the ability to meet the desired specifications as requested in the RFP
2. The approach and work plan for the project presented in the proposal.
3. The qualifications and experience of the project manager and other key individuals proposed.
4. Cost of the overall solution, both one-time and on-going.
5. Financial stability for continued and on-going support.

SERVICES REQUIRED AFTER SELECTION

- ___ The selected firm's representatives will be required to meet, onsite at TAD's facility located at 2500 Handley Ederville Road, Fort Worth Texas 76118, regularly with the District's Web Division manager and/or representatives to discuss and plan the project(s) and provide progress reports as needed.
- ___ In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings. These meetings will be provided at no additional cost to the District.
- ___ The contractor must work directly with the departments to deal with the specific needs of the department. The successful respondent will be required to meet the representatives from each department to determine a final list of information to be presented and agree on a final layout for those department's web pages.
- ___ Initial draft website design templates and site maps will be provided to the District no later than eight weeks from the date of the approved contract for review prior to implementation
- ___ A testing period and subsequent acceptance testing period, either period not to exceed seven (7) business days, shall be provided, during which the District may evaluate the website on District property to ensure satisfaction with the website functions and conformance with the RFP. At the completion of each testing period, a letter of acceptance or failure will be provided to the firm selected. Items requiring correction at either testing period must be corrected within ten (10) calendar days by the firm selected.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Instructions

Proposals should not be extensive but should convey enough information for the District to evaluate the ability of your firm to provide the requested services. Although the District has specific requirements that should be responded to, the District is also interested in the Offerors' ideas for approach in re-designing the style of the website and the content accessed. The District encourages Vendors to consider and propose alternative solutions and recommendations.

1. The original Request for Proposal (this entire document) and any RFP addenda must be returned with your proposal. These documents will be attached to the final contract as an exhibit and all terms and conditions will apply.
2. All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
3. Offerors shall submit a complete response to this RFP. **One (1)** Original and **three (3)** copies of each proposal are to be submitted. The original copy of the proposal shall be clearly labeled "ORIGINAL." Proposals must be stapled or submitted in a 3 ring binder. Do not use spiral, comb or glue binding.
4. All Proposals must be submitted in a **sealed envelope or container** (no faxes or electronic submissions) marked "**Website Design, Development and Implementation RFP**". Proposal shall be signed by an authorized representative of the Offeror.

B. Specific Instructions

The proposal shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.

Cover Letter
Table of Contents
Proposal Summary (Optional)
Response to Requirements
Overall Timeline
Conceptual Screen Mockups
Sample Work
RFP Price Form (In Original Binder Only)
Additions, Deletions And/Or Exceptions Form
References Form
Business Profile Form Including Financial Statement
Additional Material (Optional)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses shall occur only in the binder containing the original proposal with the RFP Price Form.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

1. **Cover Letter** – The cover letter should identify the Offeror's company, the name and title of the individual authorized to contractually obligate the organization, the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization and the name(s), title(s) and telephone number(s) of person(s) to be contacted for clarification. In addition, the letter shall explicitly indicate acceptance of the General Terms and Conditions and the Additional Terms as stated in this RFP and acknowledge receipt of any and all addendums to this RFP.
2. **Table of Contents** - Proposal shall be in format listed above with a separate tab for each of the index items.
3. **Proposal Summary** - The proposal summary may be included by Offeror's to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process.
4. **Response to Requirements** – This section should address the Offeror's approach to meeting the specifications listed in this Request for Proposal as well as address the five (5) phases of the project,

plus optional sixth phase, as defined previously and listed below. The Offeror's overall work plan should be presented.

- ___ Phase 1 – Needs Assessment
- ___ Phase 2 – Conceptual Design of Website
- ___ Phase 3 – Development Phase
- ___ Phase 4 – Conversion of Existing Website and Implementation
- ___ Phase 5 – Training and Initial Support
- ___ Optional Phase 6 – Website Maintenance – The District anticipates hosting the website internally and providing its own content management but will entertain cost proposals to provide ongoing maintenance.

5. **Overall Timeline** - Provide the recommended timeline for the project. Please provide any assumptions used that support this timeline.
6. **Conceptual Screen Mockups** – Offeror must provide a minimum of three (3) screen examples comprising of the main landing screen, comprehensive search screen, and property information screen. These mockups shall be provided as part of the RFP package at NO cost to Tarrant Appraisal District.
7. **Sample Work** – Offeror must provide a minimum of three (3) samples of similar work that represents the quality, scope and approach that is being offered to the Tarrant Appraisal District. Offeror may include a one-page sample of each of these websites and offeror may also include links to active websites.
8. **RFP Price Form** - Offeror will include a cost proposal specifically reflecting the method of determining charges for work performed. The Offeror may use fee for service or time and materials approaches relevant to the scope of work in their cost bid. All components of the cost proposal must be stated in not to exceed terms.
9. **Additions, Deletions and/or Exceptions** - If Offeror wishes to add, delete and/or take exception to any of the terms of this RFP, they must be stated on the "Additions, Deletions and/or Exceptions" form provided in this RFP.
10. **References Form** - A minimum of three (3) verifiable client references of similar scope and industry shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the Offeror's related experience.
11. **Business Profile Form** - This form shall be completed in its entirety. If additional space is needed, additional pages may be attached. Also, attach a copy of Offeror's most recent annual report, or other information if an annual report is not available, that demonstrates the financial strength of the firm. Describe any regulatory censure and past or pending litigation related to services provided by the firm. Indicate all applicable information regarding ownership changes in the last three (3) years.
12. **Additional Material** - Offerors may include other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY - These Provisions Are a Part of Your Proposal and any Contract Awarded

1. Consideration:

To assure consideration, all proposals shall be made on the RFP Forms enclosed unless otherwise specified. All proposals must be written in ink or typed. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.

2. Request for Clarification:

Questions regarding the meaning of the Specifications or other pre-proposal documents shall be directed to Don Morris, the District's Web Division Manager at dmorris@tad.org or faxed to 817-595-6138.

To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for "Last Day for Offerors to submit questions". Any and all such interpretations and any supplemental instructions will be posted to the District's website: <http://www.tad.org/files/temp/Website Design, Development and Implementation RFP Addenda.pdf>. All addenda so issued shall become part of the contract documents.

3. Addenda:

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal each offeror shall ascertain whether or not any addenda have been issued by viewing the web site: <http://www.tad.org/files/temp/Website Design, Development and Implementation RFP Addenda.pdf>. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection.

4. Brand Names:

Whenever reference to a specific brand name is made by the District, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the District, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The offeror shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the offeror.

An equivalent ("or equal") may be offered by the offeror, subject to evaluation and acceptance by the District. It is the offeror's responsibility to provide, at offeror's expense, samples, test data, or other documentation the District may require to fully evaluate and determine acceptability of an offered substitute. The District reserves the sole right to reject a substituted component that will not meet or exceed District standards.

5. Items Offered:

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the proposal. If the offeror proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, offeror must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the proposal, it will be deemed that the item offered is that designated even though the RFP may state "or equal".

6. Quality:

Unless otherwise required in the specifications, all goods furnished shall be new and unused with the most recent upgrade in design, materials and workmanship unless otherwise noted herein.

7. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the District.

8. Specifications to Prevail:

The detailed requirements of the Specifications, Scope of Work and/or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the Tarrant Appraisal District Standard Purchase Order that are in conflict therewith.

9. Quoted Prices:

Offerors are encouraged to review all prices prior to proposal submittal, as withdrawal or correction may not be permitted after the proposal has been opened. Prices quoted shall include any and all miscellaneous fees and

costs including any preparation costs associated with this proposal. Should Offeror not quote on a particular item, please enter "No Quote" next to each item not quoted on.

10. Firm Prices:

Prices on proposal shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the proposal shall not be considered. In the event of a decline in market price below a price proposal, the Tarrant Appraisal District shall receive the benefit of such decline.

11. Withdrawal of Proposals:

Proposals may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of proposal. A proposal may also be withdrawn in person by an offeror, or offeror's authorized representative, prior to the exact hour and date set for receipt of proposals. Telephone withdrawals are not permitted.

12. Late Proposals, Modifications, or Withdrawals:

Proposals, modifications of proposals, or proposal withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the District determines that late receipt was due solely to District error.

13. Mistake in Proposal:

- (a) If the offeror discovers a mistake in proposal prior to the hour and date specified for receipt of proposal, offeror may correct the mistake by withdrawing the proposal in accordance with Item 11 above and resubmit prior to the stated proposal deadline.
- (b) If within seventy-two hours of the proposal closing and prior to the issuance of a purchase order or a contract, the apparent low offeror discovers a mistake in proposal of a serious and significant nature, offeror may request consideration be given to withdrawing the proposal. The mistake must be evident and provable. The right is reserved by the District to reject any and all requests for withdrawal of proposals. The decision of the Purchasing Manager is final as regards to acceptance or rejection of requests for withdrawal after closing of proposals.
- (c) A mistake in proposal cannot be considered once a purchase order or contract is issued.

14. Signature:

All proposals shall be signed and the title and firm name indicated. A proposal by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

15. No Proposals:

If no proposal is to be submitted, the proposal should be marked "No Proposal" and returned to maintain the offeror's name in the vendor file for future solicitations. A letter or postcard may be submitted.

16. Exceptions:

An offeror deviating from specifications must specify any and all deviation(s) on Exhibit H. Failure to note said exceptions shall be interpreted to convey that the offeror shall propose to perform in the manner described and/or specified in this solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately. Pricing information offers are to be submitted on Exhibit H also.

17. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the offeror as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

18. Litigation Warranty:

The offeror, by proposing, warrants that offeror is not currently involved in litigation or arbitration concerning the materials or offeror's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against offeror on the basis of offeror's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the District in the proposal. Disclosure may not disqualify the offeror. The District reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration and to require offeror to furnish the District with a surety bond executed by a surety company authorized to do business in the State of Texas and approved by Tarrant Appraisal District in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by offeror of the contract in the event the contract is awarded to offeror, notwithstanding the litigation or arbitration.

19. Royalties, Licenses and Patents:

Unless otherwise specified, the offeror shall pay all royalties, license and patent fees. The offeror warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the District, and to defend, indemnify and hold harmless the District from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the District, the offeror or those furnishing material to offeror pursuant to this contract.

20. Warranties:

- (a) Unless otherwise specified, all material, labor or equipment provided under the contract shall be warranted by offeror and/or manufacturer for at least twelve (12) months after acceptance by District. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by offeror in the proposal as an exception.
- (b) Offeror shall be considered primarily responsible to the District for all warranty service, parts and labor applicable to the goods or equipment provided by offeror under this RFP or award, irrespective of whether offeror is an agent, broker, fabricator or manufacturer's dealer. Offeror shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to District and that services, parts and labor are available and provided to meet District's schedules and deadlines. If required and defined within the Scope of Work, the Offeror will post a performance bond after contract award to guarantee performance of these obligations. Offeror may establish a service contract with a local agency satisfactory to District to meet this obligation if offeror does not ordinarily provide warranty service.

21. Taxes:

The District is a political subdivision of the State of Texas and is tax exempt.

22. Contractor's Wage Requirements:

All personnel furnished by Contractor will be employees of the Contractor and Contractor will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such personnel, and will carry workmen's compensation insurance for such personnel. The Contractor will be considered for all purposes an independent contractor and it will not at any time directly or indirectly act as an agent, servant or employee of Tarrant Appraisal District, or make any commitments or incur any liabilities on behalf of Tarrant Appraisal District without its express written consent.

23. Conflict of Interest:

No District employee or elected or appointed member of District government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this proposal if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with offeror. The offeror warrants to the best of his knowledge that the submission of the proposal will not create such conflict of interest. In the event such a conflict occurs, the offeror is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the District shall have the right to annul this contract without liability at its discretion, and offeror may be subject to damages and/or debarment or suspension.

24. Gratuities:

The District may rescind the right of the offeror to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the offeror, or any agent or representative of the offeror, to any officer or employee of the District with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

25. Indemnification:

Offeror shall defend, indemnify, save and hold harmless District, its governing body, officers and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from, or connected with, the services provided hereunder and due to, or claimed or alleged to be due to, negligence or willful misconduct of Offeror, its officers, employees, agents, subcontractors, or any person under its direction or control, and will make good to and reimburse the indemnitee for any such matters and, if requested by any of the indemnitee, will defend any such suits at the sole cost and expense of Offeror. Offeror's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of District or any other person, but Offeror's obligation to indemnify and defend shall be limited to the proportion of negligence or willful misconduct attributable to Offeror, its subcontractors or any person under its direction or control. The indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Offeror or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

26. Insurance:

Should work be required on District premises or within the public right-of-way, offeror shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable prior to initiation of any services under District, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Texas and the Tarrant Appraisal District.

27. Safety

Contractors and their subcontractors working for Tarrant Appraisal District (District) shall comply with all applicable federal, state and local laws and safety orders in the performance of any work on District projects. In addition, Contractors and their subcontractors shall comply with all safety regulations.

28. Vendor Workplace Policies

No Vendor providing a service, program or activity to the public on behalf of the District shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the District, shall comply with the Americans with Disability Act and District's policies pursuant thereto when providing said service, program or activity.

29. Award of Contract:

- (a) Proposals will be analyzed and award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the District, taking into consideration price and the criteria established for evaluation set forth in the request for proposal.
- (b) The District reserves the right to reject any item or items, to waive informalities, requirements, technical defects and minor irregularities in proposals received; and to select the proposal(s) deemed most advantageous to the District. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The District may consider proposals submitted on an "all or nothing" basis if the proposal is clearly designated as such.
- (c) The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90 day period.
- (d) Upon acceptance by Tarrant Appraisal District, the solicitation, proposal, and issuance of a written purchase order issued to the successful offeror shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

30. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective offerors are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any offeror's information to competing offerors prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

31. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

32. District Provisions to Prevail:

Except as indicated in the specifications, the District's standard General Terms and Conditions shall govern any contract award. Any standard terms and conditions of offeror submitted by offeror shall not be acceptable to District unless expressly agreed to by the District. The District reserves the right to reject offeror's proposal as non-responsive, to consider the proposal without offeror's standard terms and conditions, or to require offeror to delete reference to such as a condition of evaluation or award of the proposal. If, after award of contract, offeror (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and District may require deletion as a further condition of performance by vendor.

33. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

34. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the District's Board of Directors. The District plans and makes appropriations to the District Budget with respect to a fiscal year that starts January 1st and ends December 31st of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

ADDITIONAL TERMS

Document Ownership:

- (a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the District and may be copyrighted by the District. Offeror assigns all copyrights to District by undertaking this agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the District, and all patents or copyrights shall be assigned to District, unless otherwise agreed. Offeror agrees that District may make modifications to computer software furnished by offeror without infringing offeror's copyright or any license granted to District.

Non-Performance Of Duties:

Should the District award to your firm, and, should the product / services offered not meet the prescribed criteria, save and except the fault of the District, at the District's option the contract may be rejected in whole or in part and any damages or losses may be recovered from the defaulting bidder. The District reserves the right to obtain product / services immediately from another vendor. Any differential in the prices charged by the replacement vendor will be credited to the District by your firm until your firm is able to rectify the problem.

Should the District find the Contractor in default by not performing duties as per requirements, the District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) days of verbal notice, the District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) days of written notice the District will give Contractor a seven (7) day written notice to terminate contract.

Evaluation Criteria

The successful proposer will be evaluated on but not limited to the following items:

1. Responsiveness
2. Approach / work plan
3. Qualifications / experience
4. Financial stability
5. Price

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the previous criteria will be used as well as the following additional criteria:

1. The Best and Final proposal is amended as instructed in discussions and Best and Final instructions.
2. The proposed amendments are responsive, reliable, and produce the outcome expressed by Tarrant Appraisal District.

Confidentiality:

Offeror will be responsible for maintaining the confidentiality of the District's records and data. Any information related to the scope of work as described herein cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission for Tarrant Appraisal District.

RFP PRICE FORM		
1.	TOTAL PROJECT COST NOT TO EXCEED	\$
2.	PHASE 1 – PERFORM NEEDS ASSESSMENT	\$
	Total hours:	
	Total materials:	
	Total expenses:	
3.	PHASE 2 – CONCEPTUAL DESIGN	\$
	Total hours:	
	Total materials:	
	Total expenses:	
4.	PHASE 3 – DEVELOPMENT	\$
	Total hours:	
	Total materials:	
	Total expenses:	
5.	PHASE 4 – CONVERSION OF EXISTING WEBSITE & IMPLEMENTATION	\$
	Total hours:	
	Total materials:	
	Total expenses:	
6.	PHASE 5 – TRAINING AND INITIAL SUPPORT	\$
	Total hours:	
	Total materials:	
	Total expenses:	
7.	COST PER PAGE (FUTURE DEVELOPMENT)	\$
8.	BULK RATE COST FOR MULTIPLE PAGES (FUTURE DEVELOPMENT)	
	Number of pages:	\$
	Number of pages:	\$
9.	HOURLY RATE FOR SERVICES (please specify)	\$
		\$
		\$
10.	MINIMUM CHARGE FOR UPDATES TO WEBSITE	\$

11.	ANNUAL OR MONTHLY COST TO MAINTAIN WEBSITE AS DESCRIBED IN PROPOSAL	\$
12.	ADDITIONAL COSTS/CHARGES AS DESCRIBED IN PROPOSAL	
		\$
		\$
		\$
		\$
		\$

Goods/services to be delivered OR work to begin _____ days after receipt of order.

District payment terms are NET 30.

The undersigned, as offeror, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

Signature of Offeror's Authorized Representative

Date

Printed Name

Name of Offeror (Company)

Title

Address

Email address

City, State, Zip

Phone Number

Fax Number

**THIS PAGE SHOULD ONLY BE SUBMITTED WITH THE ORIGINAL OF THE RFP RESPONSE.
DO NOT INCLUDE IT IN THE ADDITIONAL COPIES REQUIRED.**



ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Exhibit H

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this proposal. If not addressed below, then Tarrant Appraisal District assumes that the vendor will adhere to all terms and conditions listed.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

REFERENCES

Offeror shall provide a minimum of three (3) Customer References who have experience with the Offeror. Local and similar size contract references are preferred.

REFERENCE #1

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
WEBSITE ADDRESS	
COMPLETION DATE	
APPROX. COST	

REFERENCE #2

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
WEBSITE ADDRESS	
COMPLETION DATE	
APPROX. COST	

REFERENCE #3

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
CONTACT	
WEBSITE ADDRESS	
COMPLETION DATE	
APPROX. COST	

BUSINESS PROFILE

All offerors shall submit the information as requested below.

1. Length of time your firm has been in business: _____
2. Length of time at current location: _____
3. List types and business license number(s): _____

4. Names and titles of all officers of the firm: _____

5. Is your firm a sole proprietorship doing business under a different name? YES ☐ or NO ☐
If yes, please indicate sole proprietorship name and the name you are doing business under:

6. Is your firm incorporated? YES ☐ or NO ☐
7. Please indicate your Federal Tax Number: _____
8. Payee and remittance address that will appear on invoices: _____

9. Physical Address: _____

10. Identify the names of all team members and their respective roles on the project. Includes resumes of these individuals highlighting their roles in similar engagements for similar public sector agencies.
11. Provide a copy of the most recent annual report that demonstrates the financial strength of the organization and/or the most recent audited financial statement.