

REQUEST FOR PROPOSAL

RFP # 12-26

**CUSTOMER RELATIONSHIP MANAGEMENT (CRM)
SOLUTION AND WEBSITE REDESIGN**

FOR

CITY OF PEARLAND



**PRE-BID DATE: Thursday, October 9, 2025
PRE-BID TIME: 9:00 AM CT**

**DUE DATE: Thursday, October 23, 2025
DUE TIME: 2:30 PM CST**

**CITY OF PEARLAND, TEXAS
3523 Liberty Drive
Pearland, TX 77581
(281) 652-1790
<https://pearland.ionwave.net>**



**Purchasing Division
Request for Proposal (RFP)
RFP 12-26**

Issued: 10/01/2025

Offers Submission Deadline:

***** Thursday, October 23, 2025 by 2:30 PM CST *****

NO LATE OFFERS SHALL BE ACCEPTED

<u>RESPONSES SHALL BE SUBMITTED TO:</u> Proposal document: Offerors should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the https://pearland.ionwave.net website. If submitting by hard copy (electronic response is preferred).	<u>RESPONSES SHALL BE MAILED OR DELIVERED TO:</u> City of Pearland Attn. City Secretary's Office RFP 12-26 3519 Liberty Drive Pearland, TX 77581
Pre-Proposal Conference shall be held: Thursday, October 9, 2025 at 9:00 AM CT Virtual via TEAMS Join the meeting now *****	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL: _____ _____ _____
<p align="center">FOR ADDITIONAL INFORMATION</p> <p>All questions regarding this RFP should be submitted on IonWave. Questions and answers will be distributed by addendum via the e-bid website https://pearland.ionwave.net. Questions should be submitted in writing no later than 5:00 PM Tuesday, October 14, 2025 on IonWave.</p> <p align="center">*****</p> <p>RETURN THIS COVER SHEET WITH RESPONSE:</p>	Contact Person: _____ Title: _____ Phone: () _____ Fax: () _____ Email: _____ Signature: _____ Printed Name: _____
<p>Shall contract be available for Cooperative Agreement use? (See Section 11, page 10) Yes _____ No _____</p> <p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

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Section I

Instruction to Offerors

1.0 Solicitation

- 1.1 **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Proposals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. Bid forms, specifications and necessary information may be obtained from the following website, upon registration approval: <https://pearland.ionwave.net>. Offerors should download required documents from the "Attachments" tab on the website, complete and submit as part of the Proposal as stated herein. It is the City of Pearland's preference that all response documents be submitted electronically via the website above.

2.0 Explanation or Clarification

- 2.1 Any explanation, clarification, or interpretation desired by a Offeror regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Offeror before the submission of their Proposal. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Offerors shall not rely upon such interpretations, corrections, or changes.
- 2.2 All questions regarding this RFP should be submitted on IonWave. Questions and answers will be distributed by addendum via the e-bid website <https://pearland.ionwave.net>. Questions should be submitted in writing no later than 5:00 PM on Tuesday, October 14, 2025. Oral explanations or instructions given before the award of the Contract are not binding. Any material information given to one Offeror concerning a Solicitation will be furnished by an Addendum to all Offerors who have been issued a Solicitation.
- 2.3 **Unauthorized Communications:** Offerors' contact regarding this Request for Proposal (RFP) with employees or officials of the City other than the Purchasing Officer, or as otherwise indicated in the RFP is prohibited and may result in disqualification from this procurement process. No officer, employee, agent, or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. Any violation of this prohibition may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

3.0 Pre-Proposal Conference (Optional)

3.1 LOCATION: Virtual via TEAMS

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 246 313 156 535 0

Passcode: yG3Uj77M

Join on a video conferencing device

Tenant key: pearlandtx@m.webex.com

Video ID: 112 842 511 4

DATE: Thursday, October 9, 2025

TIME: 9:00 AM CT

4.0 Preparation of Proposals

Each Offeror must furnish all information required by a Solicitation on the documents provided. Proposals submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Proposal.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and their tender delivery to the City. Proposals offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Signature:** The Offeror must provide a wet or electronic signature on each document in the Solicitation requiring a signature. Any change made to the Proposal must be initialed by the Offeror.
- 4.6 **Proposal Security:** If a Proposal security is required for this purchase, the requirement will be reflected in the "Specification" section of the Proposal package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice

to Offerors must be submitted at the time the Proposal is submitted and is subject to forfeiture in the event the successful Offeror fails to execute the contract documents within 10 calendar days after the contract has been awarded.

4.6.1 To be an acceptable surety on the bond:

4.6.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or

4.6.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

4.7 **Alternate Proposals:** Offerors may offer an "equal" product as an alternate Proposal. Final "approved equal" determination remains with the City.

4.8 **Proprietary Information:**

4.8.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

4.8.2 If an Offeror does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.

4.8.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.9 **Proposal Preparation Costs:** All costs associated with preparing a Proposal in response to a Solicitation shall be borne by the Offeror.

4.10 **Payments:** All payment terms shall be "Net 30 Days" unless otherwise specified in the Proposal document.

5.0 **Submission of Proposals**

5.1 **Proposal Document:** Unless otherwise specified, Offerors should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the <https://pearland.ionwave.net> website by **Thursday, October 23, 2025 @ 2:30 PM** (electronic response is preferred).

5.2 Proposal should be provided by the date and time listed above to the following address, with the outside of the box clearly marked **RFP 12-26 Customer Relationship Management (CRM) Solution And Website Redesign**. Facsimile and/or email transmittals shall not be accepted as valid Proposals. If submitting hard copy Proposals submit to the address below and include on USB:

City of Pearland
Attn. City Secretary's Office
RFP 12-26

3519 Liberty Drive
Pearland, TX 77581

- 5.3 **Addenda:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Proposal if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Offeror's name, address, the Solicitation number, and the Due Date and time.
- 5.4 **Late Proposals:** Proposals must be received in the Purchasing Division prior to the Due Date and Time. All Proposals received after the Due Date and Time are considered late and will be returned to the Offeror unopened. The time stamp clock on the receptionist's desk is the time of record. It is the sole responsibility of the Offeror to ensure timely delivery of the Proposal to the Purchasing Division. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the Offeror. Proposals delivered to a City location other than the Purchasing Division will not be considered. The Proposal must be received by before deadline to be considered.
- 5.5 The City of Pearland is aware and appreciative of the time and effort you expend in preparing and submitting Proposals to the City. Please notify the Purchasing Office via email to ebids@pearlandtx.gov of any Proposal requirements that are causing you difficulty in responding to our RFP. The City wants to make the process as convenient as possible so that all responsible Offerors can compete for the City's business.
- 5.6 **File Uploads:**
- 5.6.1 All electronic files uploaded must be in a common format accessible by software programs the City uses.
 - 5.6.2 Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.).
 - 5.6.3 Offerors will not secure, password protect or otherwise lock uploaded files; the City must be able to open and view the contents of the file.
 - 5.6.4 Offerors will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches.
 - 5.6.5 The City has the right to rectify any files deemed to be corrupt that were submitted before the deadline (file sizes of corrupt and resubmitted files must match in file size).
 - 5.6.6 The City may disqualify any Proposal that does not meet the criteria stated herein.

6.0 Modification or Withdrawal of Proposals

- 6.1 **Modification of Proposals:** Proposals may be modified in writing at any time prior to the due date.
- 6.2 **Withdrawal of Proposals:** Proposals may be withdrawn in writing, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. A Proposal may also be withdrawn in person by a Offeror, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. No Proposals may be withdrawn after the Due Date without forfeiture of the Proposal guarantee unless there is a material error in the Proposal. Withdrawn Proposals may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a Proposal.

7.0 Opening of Proposals

- 7.1 The Purchasing Division representative is responsible for opening of all Proposals; reading each Proposal aloud. Proposals will be publicly unsealed, and read aloud virtually via TEAMS [Join the meeting now](#) Thursday October 23, 2025 @ 2:30 PM

8.0 Evaluation Factors and Award

- 8.1 **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Proposals that specify an “all or none” award may be considered if a single award is advantageous.
- 8.2 **Award:** Award will be made according to details in Section II, Part 18.0 of Purchasing Agreement Specifications.
- 8.3 **Acceptance of Proposal:** Acceptance of a Proposal will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Proposal shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 **Reservations:** The City expressly reserves the right to:
 - 8.4.1 Specify approximate quantities in the solicitation.
 - 8.4.2 Extend the solicitation opening date and time.
 - 8.4.3 Consider and accept alternate Proposals, if specified in the Solicitation, when most advantageous to the City.
 - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services.
 - 8.4.5 Waive any minor informality in any Proposal or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror).

- 8.4.6 Add additional terms or modify existing terms in the solicitation.
- 8.4.7 Reject a proposal because of unbalanced unit prices proposal.
- 8.4.8 Reject or cancel any or all proposals.
- 8.4.9 Reissue a solicitation.
- 8.4.10 Procure any item by other means; and/or
- 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 Post-Proposal Documents Required from Offerors

- 9.1 **Certificates of Insurance:** When insurance is required, the successful Offeror must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the successful Offeror must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 **Certificate of Interested Parties Form 1295:** If the Purchase Agreement must be approved by the City Council before execution, the successful Offeror is required to complete the Certificate of Interested Parties Form 1295 and submit the form to the Purchasing contact listed in the solicitation before the purchase/contract will be presented to the City Council. The form may be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.0 Protest Procedure

- 10.1 Vendors who respond to Request for Proposal have the right to protest the solicitation process or the bid award if they believe that there has been any impropriety or unfair criteria in the process.
- 10.2 The vendor must submit any protest in writing to the Purchasing Officer within 14 days after the vendor knows, or should have known, of the facts relating to the proposed action or award.
- 10.3 The Purchasing Officer, or designee, is authorized to resolve a protest concerning a purchasing action through telephone discussions, mail, email or in person meetings with the protesting vendor.
- 10.4 After discussions or meetings, the Purchasing Officer or designee will issue a decision in writing, state the reasons for the action taken and inform the protesting vendor of the right to review by a panel made up of City staff.
- 10.5 A City protest review panel will consist of an Assistant City Attorney, a representative of the operating department, the Purchasing Officer and any other appropriate personnel or employees of the operating department.

- 10.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the vendor does not agree, the protesting vendor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and make known his/her concerns. The protesting vendor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the particular Mayor and Council Communication document (M&C) in question.
- 10.7 Vendors wishing to speak before the City Council should contact the City Secretary office for rules to appear before City Council.

11.0 Cooperative Purchasing

- 11.1 Should other governmental entities decide to participate in this contract, Offeror, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
- 11.2 If the successful Offeror agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Pearland shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Pearland shall be billed directly to that governmental entity and paid by that governmental entity. The City of Pearland shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

SECTION II

Purchasing Agreement Specifications

1.0 Scope

- 1.1 The City of Pearland (City) seeks proposals from qualified vendors to provide an integrated Website Redesign with Content Management System (CMS) and Customer Relationship Management (CRM) solution. The intent is to enhance both the public-facing digital experience and the internal management of customer interactions by procuring systems that are modern, accessible, secure, and capable of seamless integrations.
- 1.2 The City recognizes the interdependence of its website and a CRM platform. Citizens expect a unified experience when seeking information, submitting requests, and receiving updates, while staff require reliable tools for managing those interactions. The website and CRM must work together seamlessly to provide citizens with a unified experience and staff with efficient tools for communication, content management, and data tracking.
- 1.3 The selected vendor will be responsible for providing a turnkey solution, including licensed software and implementation, inclusive of any needed customization and interface development, training, ongoing maintenance and technical support as

listed in the requirements outlined in this RFP. Proposals may be submitted by a single vendor providing a complete solution, or by multiple vendors working in partnership to deliver an integrated system. If the proposed solution requires multiple vendors, the selected vendor will coordinate, and be responsible for, sub-contract partners during the implementation to ensure all requirements are met.

- 1.4 The term of this Agreement shall begin on the date stated in Purchase Order (“Effective Date”) and shall expire one year from the effective date, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed under the same terms and conditions for four (4) additional one (1) year periods unless City or Vendor provides the other party with notice of non-renewal at least 60 days before the expiration of the initial term or renewal period.
- 1.5 Following the award, additional services of the same general category that could have been encompassed in the award of this Agreement, and that are not already on the Agreement, may be added based on the discount bid and price sheet provided with the Proposal.
- 1.6 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.
- 1.7 All items supplied resulting from this Proposal shall be of recent production, unused, and suitable for their intended purpose.

2.0 Detailed Scope of Services/Specifications

2.1 Website Redesign Requirements: The proposed solution must include:

- 2.1.1 Modern, intuitive user experience, including adaptive mobile design or responsive approaches.
- 2.1.2 New website should meet ADA/WCAG 2.1 digital accessibility standards.
- 2.1.3 Website search capabilities should include indexing, filtering, and autocompletion.
- 2.1.4 The CMS should provide a user-friendly administrative interface with flexible design tools for non-developers, easy-to-use embed options for third-party content, user-friendly table building and editing tools, and advanced media management tools allowing for advanced image handling (e.g., drag-and-drop upload, adaptive scaling).
- 2.1.5 Platform must provide Single Sign-On and adhere to modern security protocols. Respondents should supply evidence of security practices including SOC2 reports (if available), breach notification practices, and cyber insurance coverage.

- 2.1.6 Platform must supply analytics capabilities through Google Analytics or other similar solutions.
- 2.1.7 Platform must reside within a highly available infrastructure, optimized for performance, residing within the continental United States. The solution should have an uptime Service Level Agreement (SLA) of greater than 99%.
- 2.1.8 Platform must include built-in language translation functionality.
- 2.1.9 Platform must include native or integrated video hosting and live-streaming capabilities.
- 2.1.10 Platform must offer clearly defined SLAs for technical support and paths to escalate if critical issues are identified.

2.2 Preferred options for the proposed solution would include:

- 2.2.1 Automated content lifecycle management and archival reporting.
- 2.2.2 Emergency alert functionality, including the ability to display prominent emergency calls-to-action on the homepage or any other page. Integration with Everbridge is ideal.
- 2.2.3 Departmental-level branding options allowing for the creation of unique themes for departments.
- 2.2.4 Interactive, searchable, and streamlined directories for City facilities and parks.
- 2.2.5 Integration capabilities with major social media platforms such as Facebook, X (Twitter), and Instagram.
- 2.2.6 API offerings allowing for integration with applications such as CRM solutions, work order systems, and other applications.

2.3 CRM Requirements: The proposed solution must include:

- 2.3.1 The platform must be capable of bi-directional integration with the Trimble Cityworks Asset Management and Work Order Systems. Integration must be maintained as the Cityworks platform changes.
- 2.3.2 The platform must be capable of integrating with Cisco Webex Contact Center to log and manage phone communications as part of customer interaction histories.
- 2.3.3 The platform must maintain comprehensive, searchable records of all customer communications, regardless of channel (e.g., phone, email, online form submission).

- 2.3.4 The platform must support dynamic connection with the City's website to update relevant CRM data (e.g., FAQs, alerts, service information) to provide 'Real-Time' updates.
- 2.3.5 The platform must allow the creation of Knowledge Base articles from platform submissions, queries, or manual creation and store them for internal and external use.
- 2.3.6 The platform must provide Single Sign-On and adhere to modern security protocols. Should the proposed platform be a Software as a Service (SaaS) solution, respondents should supply evidence of security practices including SOC2 reports (if available), breach notification practices, and cyber insurance coverage.
- 2.3.7 Should the proposed platform be a SaaS solution, the platform must reside within highly available infrastructure, optimized for performance, residing within the continental United States. The solution should have an uptime Service Level Agreement (SLA) of greater than 99%.
- 2.3.8 Platform must offer clearly defined SLAs for technical support and paths to escalate if critical issues are identified.
- 2.3.9 Integration with the City's Geographic Information Systems infrastructure (ESRI) to visually display service calls, customer addresses, or areas of service.

2.4 Preferred options for the proposed solution would include:

- 2.4.1 Provide intuitive and responsive search capabilities to past customer communications and histories for internal users. Search capabilities would include autocompletion and filtering options.
- 2.4.2 Allow internal users the ability to document customer interactions in detail at any time.
- 2.4.3 Allow for the ability to attach supporting documents or images within customer records or cases.
- 2.4.4 Ability to create customized dashboards and reports based upon any collected and stored data.
- 2.4.5 API offerings allowing for integration with external applications such as Microsoft SharePoint and other reporting tools.

3.0 Change in Company Name or Ownership

- 3.1 The vendor shall notify the City's Purchasing Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A

letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

4.0 Invoicing Requirements

- 4.1 Invoices may be submitted via email to accountspayable@pearlandtx.gov or may be mailed to the following address for payment:

City of Pearland
Accounts Payable
P.O. Box 2719
Pearland, TX 77588

- 4.2 The City shall then pay in accordance with the Prompt Payment Act in the total amount of the monthly statement.
- 4.3 Awarded Offerors shall submit an original invoice indicating the purchase order number and will be itemized in accordance with the components of the contract. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction.
- 4.4 Payment basis shall be net thirty days from receipt of invoice.
- 4.5 The successful Offeror shall bill in arrears. On or before the 15th day of each month, the successful Offeror shall submit an invoice for the service provided.
- 4.6 If invoices have not been paid by the due date, the successful Offeror will submit an overdue reminder notice. The City reserves the right to review all the invoices after payment and recover any overpayments discovered in such review.
- 4.7 Contractor shall not include Federal, State or City sales tax in its invoices. City shall furnish a tax exemption certificate upon Vendor's request.

5.0 Unit Price Adjustment

- 5.1 The unit prices may be adjusted for increases or decreases in Vendor's cost during the renewal period but before the effective date of the renewal upon written request from the Vendor.
- 5.2 The Vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Vendor shall provide written proof of cost increases with price adjustment request.
- 5.3 The Vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Vendor shall provide written proof of cost increases with price adjustment request.
- 5.4 Prices bid shall remain firm for each one-year term of the Agreement and shall include all associated freight and delivery costs.

- 5.5 Prices offered shall be used for Proposal analysis and for Agreement pricing. In cases of errors in extensions or totals, the unit prices offered will govern.
- 5.6 Upon expiration of the Agreement term the successful Offeror, agrees to hold over under the terms and conditions of this Agreement for a reasonable period of time to allow the city to re-solicit an agreement, not to exceed ninety (90) days. Vendor will be reimbursed for this service at the prior agreement rate(s). Vendor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extends beyond and survives the expiration or termination of this Agreement.
- 5.7 Goods and/or services shall not be suspended by the Vendor without a 30-day prior written notice to the City.
- 5.8 Contract term shall be one year from date of award. Upon completion of the term of the original contract, and upon the mutual agreement of both parties, the original contract may be renewed for two additional one-year periods. The unit prices of all items purchased under this annual contract are firm for the first annual period of this contract. However, if the option to renew for additional one-year period(s) is exercised by the City of Pearland, a price adjustment may be requested if done so no later than 120 days before the term expires and by the application of the formula set forth in the paragraph below. The price adjustment shall be based upon the Consumer Price Index (CPI) measure identified below.
- 5.9 Any request for price adjustment shall be based upon the following:
- Consumer Price Index
- Series: All items in Houston-The Woodlands-Sugar Land, TX, all urban consumers, not seasonally adjusted.

This information can be found by following these steps:

1. US Bureau of Labor Statistics: <https://www.bls.gov/>
2. Data Tools (top of page)
3. Top Picks, One Screen, Multi-Screen, and Maps:
<https://www.bls.gov/data/home.htm>
4. Look under Inflation and Prices, Prices – Consumer header.
5. Select All Urban Consumers (Current Series) (Consumer Price Index – CPI) / One Screen: <https://data.bls.gov/PDQWeb/cu>
 - 1) Select an Area = Houston-The Woodlands-Sugar Land, TX
 - 2) Select one or more Items = All Items
6. Make sure the “Not Seasonally Adjusted” box is checked and the “Seasonally Adjusted” box is unchecked.
7. Select ‘Get Data’

Methodology: The percentage change requested shall be calculated (and included in the request) by determining the index point change between the appropriate two periods; and then determining the percent change. The formula to be used is as follows:

(Most current CPI – CPI of the month and year contract executed)

X

CPI of the month and year contract executed

The following example illustrates the computation of a percent change:

This example assumes that the current contract period is from October 1, 2021, to September 30, 2022. The request is being made in May 2022, which is at least 120 days prior to the annual renewal date of October 1, 2022. The most recent CPI index would be April 2022 (i.e., the prevailing CPI at time of the adjustment request). The CPI for the prior year contract start date would be the index for October 2021, since that is when the current contract period started.

CPI at time of the adjustment request (Current)	256.668	(April 2022)
Less CPI for prior year contract start date (Original month and year of contract execution)	243.813	(October 2021)
Equals index point change	12.855	
Divided by previous period CPI	243.813	(October 2021)
Equals	0.0527	
Result multiplied by 100	0.0527 X 100	
Equals percent change	5.27%	

Adjusted price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.

6.0 Quantities

- 6.1 The quantities listed on the Bid solicitation are only estimates based on previous usage and do not indicate intent to purchase or a guarantee of future business. The City of Pearland is obligated to pay for only those materials and services actually ordered by an authorized City employee and then received as required and accepted by the City.

7.0 Insurance Requirements

- 7.1 The vendor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Vendor shall file with the City of Pearland Risk Manager and Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the following required insurance.
- 7.1.1 Failure to provide such information within five (5) calendar days may be grounds for Agreement termination.

7.2 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the Vendor to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

7.2.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

\$1,000,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

7.2.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent vendors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

7.2.3 Auto Liability Insurance shall be provided as follows:

\$1,000,000 Combined Single Limit Each Accident

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

7.2.4 The Vendor shall furnish the Purchasing Officer, with a certificate of insurance documenting the required insurance prior to the commencement of services.

7.2.5 Policies shall be endorsed to provide the City of Pearland a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage.

7.2.6 Applicable policies shall also be endorsed to name the City of Pearland as an additional insured, as its interests may appear (ATIMA).

8.0 Additional Insurance Requirements

- 8.1 The City, its officers, employees, and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Vendor's workers' compensation insurance policy.
- 8.2 Certificates of insurance satisfactory to the City and Worker's Compensation Affidavit must be received before Vendor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Vendor shall provide complete copies of all insurance policies required by this Agreement.
- 8.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the City a minimum 30-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.
- 8.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 8.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 8.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 8.7 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 8.8 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 8.9 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 8.10 While the purchase order is in effect, Vendor shall report, in a timely manner, to the Risk Management any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 8.11 Vendor's liability shall not be limited to the specified amounts of insurance required herein.

9.0 Performance

- 9.1 Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Vendor's obligation with respect to such performance shall continue in full force and effect.

10.0 Complaints

- 10.1 Complaints processed through the City Purchasing Division are to be corrected within fourteen (14) days of formal notice of complaint. Written response to the Purchasing Division is required. Failure to properly resolve complaints within the fourteen (14) calendar day/time period may result in the cancellation of the applicable line item(s) in the price agreement.

11.0 Subcontracting

- 11.1 No subcontracting of the work under this Agreement will be allowed without written permission from the City.

12.0 Delivery

- 12.1 Delivery shall be F.O.B. Destination and all other delivery charges shall be included in the unit price. The person placing the order will provide delivery and billing information. No additional charges for expenses, freight, mileage, time, or similar items will be accepted or paid by the City.
- 12.2 In the event the Vendor is unable to meet the original delivery date(s), the City must be contacted immediately, but prior to the due date, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for canceling an order(s), or the entire Agreement in accordance with the Termination Clause shown elsewhere in the solicitation.
- 12.3 Delivered items that are determined to be defective or not meeting Proposal specifications shall be picked up and replaced by the Vendor, or the Vendor's designee, at no cost to the City. If the item (s) are not picked up within one (1) week after notification, the item shall become a donation to the City for disposition.

13.0 Ownership

All work produced under the contract, all plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, software, hardware, and all other materials prepared and furnished, or obtained, by the successful bidder under or for the project shall be the property of the City of Pearland, whether or not the project is completed.

If the Contract is terminated prior to the completion of the project, then all finished and unfinished documents, including but not limited to all plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, software, hardware and all other materials prepared and furnished, or obtained, by the City of Pearland under or for the project shall immediately become the property of the City and the City may, at its own

discretion, provide all such documents to another party for their use in completing the project.

14.0 Contract

14.1 The contract, which may result from this solicitation, is subject to approval by Pearland City Council and may be neither executed nor binding, until so approved.

15.0 Debarment and Suspension

15.1 A contract will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs. In the event an awarded Offeror becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract may be cancelled without notice.

16.0 Hazardous Conditions

16.1 The vendor is required to notify the City immediately of any hazardous conditions and/or damage to City property.

17.0 Contract Administration

17.1 Contract administration will be performed by the City Department. In the event the Vendor fails to perform according to the terms of the agreement, The Department head or his/her designee will notify the Vendor, in writing, of its failures. A meeting may be arranged to discuss the Vendor's deficiencies. A written cure notice may be prepared giving the Vendor 14 calendar days to cure any deficiency.

17.2 In the event the Vendor continues with unsatisfactory performance, the department will promptly notify the Purchasing Officer who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Vendor may be held liable for excess cost and/or liquidated damages.

17.3 The vendor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

17.4 The city reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and sub-Vendors to cease work. Subject to the terms of this agreement, the Vendor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Vendor exceed the agreement price. The Vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

18.0 Method of Award

- 18.1 An evaluation committee may evaluate the responses to this Request for Proposal and may recommend one or more Offerors. The selection of a Offeror may be made without discussion with Offerors after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- 18.2 The City's evaluation panel will review all responsive submittals and select the lowest and most responsible Proposal.
- 18.3 The City anticipates selecting Offeror(s) that will be recommended for award of a contract to provide the requested services to the City of Pearland.

19.0 Evaluation Factors

Evaluation activity is based on overall compliance to the RFP and scoring of the evaluation criteria (see below). The top scoring vendors will be invited to demonstrate their solution, and if needed, to arrange site visits and/or conduct follow-up discovery sessions with the City. The City will determine the number of finalist for demonstrations based on initial screenings and scoring of proposals.

Selection Criteria	Scoring Weight
Vendor's qualifications, specialized experience and technical competence with the type of service required	25
Proposed Applications and Functionalities	30
Implementation and conversion methodologies	15
Support, training, warranty, upgrades/maintenance	10
Price	20

Vendors will be evaluated against the criteria as presented in this Request for Proposal. At the City's discretion, a vendor may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements.

20.0 Tentative Schedule of Events:

The following schedule will tentatively prevail for the selection process:

Event	Date
RFP Release Date	Wednesday, October 1, 2025
Non-Mandatory Proposal Meeting	October 9, 2025 @ 9:00 AM CST
Deadline for Questions	October 14, 2025 at 5:00 PM CST
Answers to Questions Released	October 17, 2025
Proposals Due	October 23, 2025 prior to 2:30 PM CST
Evaluations	Week of November 10, 2025
Demonstrations of Short Listed Vendors	Week of December 8, 2025
Contract Negotiations	Week of December 15, 2025
City Council Award Date	January 2026
Implementation Begins	January 2026

21.0 Proposals

- 21.1 Offeror shall submit all the items listed below (regardless if they are current or past City of Pearland vendors) and utilize the format below to submit their Proposal (see section III).
- 21.2 A completed and signed original Proposal Submission Signature page.
- 21.3 A completed and signed original Conflict of Interest Questionnaire.
- 21.4 A completed Consideration of Location of Offeror's Principal Place of Business, if applicable.
- 21.5 A completed and signed Vendor Contact Information.
- 21.6 A completed Offeror Response to Requirements, completed in Excel file and uploaded to a USB. (For Hard Copy Submittals).
- 21.7 Signed Addendum (s) acknowledging receipt.
- 21.8 Scanned copy of all documents listed in paragraph 21.0 on a USB. (Hard Copy Submittals).

22.0 Debarment and Suspension

- 22.1 Per Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23.0 No Boycott of Israel

- 23.1 If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

24.0 Prohibition on Boycotting Energy Companies

- 24.1 Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full- time employees unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor:

(1)does not boycott energy companies; and

(2) will not boycott energy companies during the term of this Agreement.

25.0 Prohibition on Discrimination Against Firearm and Ammunition Industries

25.1 Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more fulltime employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

26.0 Right to Audit

26.1 Vendors agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

SECTION III FORMS

(Also located in the Line Items tab, Attributes tab and the Attachments tab on IonWave)