

REQUEST FOR PROPOSAL

**CITY OF CONROE
RFP # 1009HR-2025**

Applicant Tracking System & Recruitment Services



**CITY OF CONROE
401 SGT. ED HOLCOMB BLVD., S
CONROE, TEXAS 77304**

RESPONSE DUE Thursday, October 9, 2025 BY 2:00 pm

CITY OF CONROE Human Resources DEPARTMENT

Table Of Contents

PROJECT OVERVIEW

SCOPE OF WORK

GENERAL SPECIFICATIONS

CONTRACT TERM

AWARD

PAYMENT/CONTRACT

TERMS, CONDITIONS AND CLAUSES

INSURANCE REQUIREMENTS

EVALUATION

VENDOR QUESTIONNAIRE

RESPONSE FORMAT

Attachments:

A - RFP 1009HR-2025 Applicant Tracking System

1. PROJECT OVERVIEW

The City of Conroe Human Resource department is seeking proposals from qualified vendors to provide an Applicant Tracking System (ATS) with Comprehensive Recruitment and Hiring Support Services. The City is committed to enhancing the applicant and staff experience by streamlining job postings, applications, applicant communications, and reporting.

2. SCOPE OF WORK

2.1. Objectives

The objective of this Request for Proposals (RFP) is to solicit qualified vendors to provide a modern, user-friendly, and fully integrated Applicant Tracking System (ATS) with comprehensive recruitment and hiring support services for the Municipality. The selected solution must streamline the end-to-end hiring process, improve efficiency and transparency, and ensure compliance with all applicable federal, state, and local employment regulations.

Features:

- Job postings to our city website and free posting to outside job boards
- Job posting templates (customizable)
- Job application process (including customized application & additional questions)
- Applicant database (maintain all current & prior applicant info in printable & searchable format, incomplete applicants, ability to sort)
- Applicant communications (text & email ability, applicant inbox, e-forms & custom templates)
- Dashboard & Statistical Reports (standard & customized)
- Job Ad Writing Resources (we do not use this, but some of this is free with our current plan including AI

generation)

- Help Center
- Dedicated representative

The overall goal is to implement an ATS that strengthens the Municipality's ability to attract, evaluate, and retain top talent while delivering a transparent, equitable, and efficient hiring experience for applicants, hiring managers, and HR professionals.

3. GENERAL SPECIFICATIONS

The City of Conroe will be accepting Proposals from respondents to The City of Conroe Human Resource department is seeking proposals from qualified vendors to provide an Applicant Tracking System (ATS) with Comprehensive Recruitment and Hiring Support Services. The City is committed to enhancing the applicant and staff experience by streamlining job postings, applications, applicant communications, and reporting..

- All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall provide all labor, materials and equipment necessary to provide the services required by this agreement. The Contractor shall have control over the execution of the work and shall have sole responsibility and obligation for the hiring and supervision of its employees. **THE CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**
- The Contractor is responsible for the behavior of their employees. The Contractor's employees will act and behave in a professional manner at all times while performing maintenance for the City. Any contact with the public must be courteous. The Contractor must have a supervisor on site at all times who can communicate in the English language.
- The Contractor and/or their employees shall have a clean and professional appearance. The Contractor and/or their employees shall be required to work in a clean uniformed shirt. Uniformed shirt shall indicate company's name in a manner that is clearly identifiable to the public. Cutoffs, torn or ripped clothing, or shirtless employees will not be acceptable.
- The Contractor shall be responsible for replacement or compensation for damage to any City property as a result of his/her work.
- The Contractor shall correspond via email, telephone or fax with the City representative(s) daily to report work completed each day that rehab is performed under this contract.
- The Contractor shall provide a valid telephone and/or cell phone number that will be answered at all times during normal working hours.
- The Contractor **MUST** submit **COMPLETED BID PACKET** to qualify as an acceptable bid.
- The Contractor shall provide three valid names, addresses, and telephone numbers of references in which the Contractor has performed similar services.

4. CONTRACT TERM

Contract term date to be determined with 4 (1) year optional renewals . Price increase will be considered based on Consumer Price Index, only at renewal date. The City of Conroe shall have the right to cancel this contract with 30 days written notice for unresolved problems. Otherwise, the contract shall be a Purchase Order.

5. AWARD

The award will be based on best value selection criteria. The City reserves the right to negotiate with the firm that submits the most qualified response per the Texas Professional Services Procurement Act, as amended and the Office of Management and Budget Circular No. A-102. Responding Proposers will be notified if an oral presentation is necessary.

6. PAYMENT/CONTRACT

A contract in the form of a **blanket purchase order** will be issued for services.

Name of Vendor: _____

Federal ID Number: _____

A Corporation of the State of: _____

Telephone Number: _____

Email: _____

Website: _____

Mailing Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

7. TERMS, CONDITIONS AND CLAUSES

7.1. OWNER

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder/s who provides the goods and services at the best value for the City.

7.2. QUESTIONS AND INQUIRES

Bidder's desiring further information or interpretation must request such information in the questions section of OpenGov.

7.3. SUBMISSION OF BIDS

Submit electronically through the OpenGov Procurement Portal.

Contact:

Stephanie Ramirez, Buyer II

Purchasing Department, Dean Tower Service Center

401 Sgt Ed Holcomb Blvd., S

Conroe, TX. 77304

Proposals not delivered by this time will be returned unopened.

7.4. INFORMATION CLARIFICATION

All questions shall be asked through OpenGov. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

7.5. SUBSTITUTIONS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

7.6. REFERENCES

The City of Conroe may request bidders to supply, with this Request for Proposal, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

7.7. MATERIALS AND SERVICES

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

7.8. PRICE OF MATERIALS AND SALES TAX

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

7.9. ANTITRUST AFFIRMATION

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

7.10. ASSIGNMENT

Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.

7.11. BUY TEXAS AFFIRMATION

In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

7.12. CHILD SUPPORT OBLIGATION AFFIRMATION

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

7.13. CONTRACTING INFORMATION RESPONSIBILITIES

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Agency for the duration of the contract, (2) promptly provide to the Agency any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Agency, and (3) on termination or expiration of the contract, either provide at no cost to the Agency all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Agency. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

7.14. COVID-19 VACCINE PASSPORT PROHIBITION

Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a city-funded contract.

7.15. DATA MANAGEMENT AND SECURITY CONTROLS

In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Contractor's compliance with the required controls.

7.16. DEALINGS WITH PUBLIC SERVANTS AFFIRMATION

Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

7.17. DEBTS AND DELINQUENCIES AFFIRMATION

Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.

7.18. DISASTER RECOVERY PLAN

In accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to Agency the descriptions of its business continuity and disaster recovery plans.

7.19. DISPUTE RESOLUTION (GENERAL)

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

7.20. ENERGY COMPANY BOYCOTTS

If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

7.21. ENTITIES THAT BOYCOTT ISRAEL

If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

7.22. EXCESS OBLIGATIONS PROHIBITED

The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.

7.23. EXCLUDED PARTIES

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

7.24. FALSE STATEMENTS

Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

7.25. FINANCIAL PARTICIPATION PROHIBITED

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

7.26. FOREIGN TERRORIST ORGANIZATIONS

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

7.27. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.

7.28. GOVERNING LAW AND VENUE

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

7.29. HUMAN TRAFFICKING PROHIBITION

Prohibition Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

7.30. INDEMNIFICATION

BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7.31. NO CONFLICT OF INTEREST

Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

7.32. PRIOR DISASTER RELIEF CONTRACT VIOLATION

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

7.33. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

7.34. SIGNATURE AUTHORITY

By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.

7.35. CITY'S RIGHT TO AUDIT

The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

7.36. SUSPENSION AND DEBARMENT

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

7.37. TERMS AND CONDITIONS ATTACHED TO RESPONSE

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

7.38. TEXAS BIDDER AFFIRMATION

Contractor certifies that if a Texas address is shown as the address of the Contractor on this Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

7.39. AMERICANS WITH DISABILITIES ACT

Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

7.40. CHANGE IN LAW AND COMPLIANCE WITH LAWS

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

7.41. DISCLOSURE OF INTERESTED PARTIES

Contractor represents and warrants that if selected for award of a contract as a result of the Solicitation, Contractor will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

7.42. DISCOUNTS

If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify City in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

7.43. EQUAL EMPLOYMENT OPPORTUNITY

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

7.44. FORCE MAJEURE

Neither Contractor nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

7.45. IMMIGRATION

Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.

7.46. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor and its personnel are not employees of the City.

7.47. LEGAL AND REGULATORY ACTIONS

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Contractor represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.

7.48. LIMITATION ON AUTHORITY

Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.

7.49. LOBBYING PROHIBITION

Contractor represents and warrants that City's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

7.50. NO IMPLIED WAIVER

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

7.51. NO QUANTITY GUARANTEES

Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.

7.52. NO THIRD-PARTY BENEFICIARIES

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

7.53. RECORD RETENTION

Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

7.54. REFUND

Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.

7.55. SEVERABILITY

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

7.56. SOVEREIGN IMMUNITY

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.

7.57. SUBCONTRACTORS

Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

7.58. SURVIVAL

Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

7.59. TERMINATION FOR CONVENIENCE

Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Contractor shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

7.60. CONDITIONS OF WORK

Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

7.61. CONDITIONS OF CONDUCT

At all times any agent, officer, or employee of Bidder shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Bidder.

7.62. ALTERNATE ITEMS

No alternate bids or bid items will be considered unless they are specifically requested by the proposal.

7.63. UNIT PRICES

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

7.64. CORRECTIONS

Erasures or other corrections in the bid must be noted over the signature of the bidder.

7.65. WITHDRAWAL OF BIDS

Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

7.66. AWARD OF/REJECTION OF BIDS

The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.

7.67. CHANGE ORDERS

The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - Actual field cost of the work, plus fifteen (15) percent.

7.68. PAYMENT

City staff shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

7.69. DEFAULT

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and sent to each person having a bid package.

8. INSURANCE REQUIREMENTS

NO BID WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
Worker's Compensation	As required by Texas Law
Employer's Liability	\$500,000 each occurrence
Public Liability (Bodily injury)	\$1,000,000 combined single limit
Public Liability (Property damage)	\$1,000,000 combined single limit
Automobile Liability (Bodily injury)	\$200,000 each person
Automobile Liability (Property damage)	\$50,000 each occurrence

The Bidder agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

9. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	System functionality and features.	0-100 Points	30 (30% of Total)
2.	Implementation and support service.	0-100 Points	20 (20% of Total)
3.	Compliance and Security.	0-100 Points	15 (15% of Total)
4.	Vendor Qualifications & Experience.	0-100 Points	15 (15% of Total)
5.	Cost Proposal.	0-100 Points	20 (20% of Total)

10. **VENDOR QUESTIONNAIRE**

1. **Pricing Proposal***

*Response required

2. **Certificate of Insurance***

Please upload insurance documents here.

*Response required

3. **Form 1295***

Please upload documents here.

*Response required

4. **Agreement and Certification*** **The Undersigned Agrees That:**

- A. No Federal, State, County or Municipal taxes have been included in the RFP prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

☐ Please confirm

*Response required

5. **Acknowledgement of Terms & Conditions***

Please download the below document, complete, and upload.

- [Acknowledgement of Terms an...](#)

*Response required

6. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

11. RESPONSE FORMAT

- Tab I – Cover Letter

Provide a cover letter indicating Proposer's understanding of the requirements relating to this proposal. The letter must be brief and formal from the Proposer that provides information regarding the interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City will sign the letter. Please include all contact information.

- Tab 2 – Acceptance of Conditions/ Scope of Work

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services. Include a statement of your understanding of the scope of work with detailed timeline for implementation and configuration.

- Tab 3 – Company Background

1. Years in business under present name.
2. Name and address of each office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of staff in the company.
5. Company trade organizations / associations / affiliations
6. A brief resume of staff that will be assigned to the project and their related experience in the requested services.

- Tab 4 – Qualifications

1. Describe your company's experience. Highlight any special qualifications, licenses, or certifications that demonstrate your ability to perform the work. Provide examples or brief case studies of successful projects or contracts that show your expertise in this area.

- Tab 5 – Project Manager

1. Identify the project manager who will lead this contract. Provide their name and title.
2. Summarize the project manager's experience and qualifications.
3. Describe the team structure under the project manager, including key team members and their role on the project.

- Tab 6 – Complete Proposal, meeting the Scope of Work

Including the following:

1. Include your complete response including:
 - Complete breakdown of pricing
 - Proof of insurance and licensing
 - Proposed project schedule
 - Earliest start date

- Tab 7 – References

1. Provide three (3) references of similar instances for which your company has, in whole or in part, provided services.
- Tab 8 – Work Plan
 1. A summary of a work plan, approach, methodology, and tasks necessary for completing the services. Include a brief outline and/or list of information that will be required by the City’s staff. Also include a work plan and approach for a potential presentation to the City Council.
 2. Provide a detailed breakdown of features provided in the pricing for each year.
 - Tab 9 - List of Ongoing and Previous Clients
 1. Provide a list of similar services in which your company is currently involved or has been involved.
 2. Please list service description, client contact information, and current status.
 - Tab 10 – Required Documents
 1. 1295 Form
 2. Certificate of Insurance with EMR Score
 3. Lobbying Certification
 4. HUB Certificate / Vendors that are not HUB-certified must provide a written statement indicating non-HUB status.
 5. Financial Statement
 6. Sam.gov Status