



REQUEST FOR PROPOSAL RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

Issue Date: **December 18, 2025**
Closing Date & Time: **February 6, 2026, 3:00 P.M. CST**

For Information Contact: Randy Pritchard, Director of Information Technology Services
RFP@marshalltexas.net

Pre-Proposal Meeting to be held **January 7, 2025, 10:00 AM** via Zoom
All Vendor Meetings will be held via Zoom
Registration Zoom Link: <https://us06web.zoom.us/meeting/register/pxvxlv9yS2aT-Yjim-smww>

SUBMIT RFP RESPONSES TO:

City of Marshall City Hall
401 S. Alamo Blvd.
Marshall, Texas 75670
Attention: Jay McCrary
mccrary.jay@marshalltexas.net

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 - Drug Free Workplace Policy
 - Disclosure of Relations with City Council or City of Marshall Employee
 - Protest Procedure
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IMPORTANT NOTE: Vendors must complete Attachment A and return it with their proposals. Vendors must also acknowledge review of Attachment B in their proposal response and address how their solution resolves the issues described.



RFP No. 2025-IT1201

New Financial Management System (FMS) /Enterprise Resource Planning (ERP)

Please Register for Notification

REGISTER INTEREST

You have received a copy of the above-described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and email this page to RFP@marshalltexas.net

Company/Firm:	
Name of Contact Person(s):	
Email(s):	
Telephone:	
Address:	

It is your responsibility to complete and return this form to the City of Marshall. Failure to do so will result in your not receiving notices and addenda related to this project from the City. Notices and addenda are posted on the City's website and can be accessed at:

<https://www.marshalltexas.net/Bids.aspx>

1. INTRODUCTION

1.1. DEFINITIONS AND ACRONYMS

The following definitions and acronyms/abbreviations apply to this document and the transaction between the City and the selected submittor unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

DEFINITIONS

- 1) **Addendum (Addenda)** means a written modification, clarification, or revision to this RFP issued by the City of Marshall.
- 2) **Business Day** means any day other than a Saturday, Sunday, or City of Marshall-observed holiday on which the City's administrative offices are open for normal business.
- 3) **City or Client** means and refers to the City of Marshall, Texas.
- 4) **City's Advisor or Bid Consultant** means and refers to any external advisor or consultant engaged by the City of Marshall to assist with this procurement and implementation. The City's Advisor and/or bid consultant is not a party to the contract between the City and the Selected Firm but may act as the City's agent for coordination, review, and advisory activities.
- 5) **Company, Firm, Vendor, Contractor or Proposers** means and refers to any submittor, whether such submittor be a sole proprietor, corporation, partnership, or any other entity legally defined or recognized under the laws of the State of Texas.
- 6) **Proposal, Submission or Submittal** refers to a response submitted to an RFP.
- 7) **Project Review Committee** means a committee established by the City to review and score the submitted Proposals. The Committee may be composed of City of Marshall staff, City Council members, or their designees, or other individuals selected to serve on the committee by the City.
- 8) **Respondent** means and refers to any Company, Firm, Vendor, Contractor, or Proposer that submits a Proposal in response to this RFP.
- 9) **RFP** means and refers to this Request for Proposals.
- 10) **Selected submission** means and refers to the submission sent to the City of Marshall by the Selected Firm.
- 11) **Selected Firm** means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- 12) **Solicitation** means an RFP issued by the City Marshall seeking products or/services described in the document.
- 13) **Contract documents** include the RFP and all of the Attachments and/or Appendices attached to the RFP.

- 14) **System, Solution, or ERP** means the proposed Financial Management System/Enterprise Resource Planning software, associated modules, and required third-party products and services.
- 15) **Implementation Services** means all professional services required to configure, implement, migrate data, integrate, test, train, and go live with the solution.
- 16) **Requirements Workbook** means the City of Marshall's detailed functional, technical, security, integration, and service-level requirements, provided as Attachment A to this RFP in Excel format.
- 17) **Financial Management System (FMS)** A comprehensive, integrated enterprise software solution used by the City to manage its financial and related business processes, including but not limited to general ledger, budgeting, accounts payable, accounts receivable, purchasing, payroll, human resources, utility billing, cash receipting, fixed assets, grants, and reporting.
- 18) **Total Cost of Ownership (TCO)** The combined cost of acquiring, implementing, operating, and maintaining a solution over a defined evaluation period, including all one-time and recurring costs such as software subscription or license fees, support and maintenance, hosting or infrastructure, implementation and data conversion services, third-party components, and any optional modules or services selected by the City.

ACRONYMS: For clarity, the following acronyms and abbreviations are used throughout this RFP:

Acronym	Description
ACFR	Annual Comprehensive Financial Report
ACH	Automated Clearing House
API	Application Programming Interface
BI	Business Intelligence
CST / CT	Central Standard Time / Central Time
DR	Disaster Recovery
EAM	Enterprise Asset Management
ERP	Enterprise Resource Planning
FMS	Financial Management System
GL	General Ledger
HR	Human Resources
IT	Information Technology
MFA	Multi-Factor Authentication
NIST	National Institute of Standards and Technology
POS	Point of Sale
RFP	Request for Proposals
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SaaS	Software-as-a-Service
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
SSO	Single Sign-On
UB	Utility Billing

1.2. CITY OF MARSHALL OVERVIEW

The City of Marshall, Texas is ideally situated in the heart of East Texas, just 2 hours east of Dallas, three hours north of Houston, and 45 minutes west of CITY OF Marshall is part of the tristate region — a socio-economic area comprised of 39 counties and parishes in Arkansas, Louisiana, Texas (Ark-La-Tex).

The City of Marshall, Texas with a population of 23,676, is a full-service city operated by 267+ employees in 9 primary public serving departments and 5+

additional internal supporting departments. All of which serve to ensure external and internal operations meet the growing needs of Marshall residents and its industries. The Mission of Marshall Texas dedicates itself to providing high quality services and preserving Marshall as a superior place in which to live, work, and thrive. The Vision of Marshall is to provide a safe, well- maintained, responsive, innovative, and financially sound community that celebrates families, business, and an exceptional quality of life.

Marshall Core Values: **Customer Service**
Excellence
Honesty
Innovation
Efficiency

It is the City's belief that the new ERP system will facilitate the achievement of not only the core values, but the mission and vision of the city as a whole. To put it plainly, the new ERP system and the growth of Marshall's information technology program will affect virtually every aspect of City operations.

1.3. PROJECT BACKGROUND AND CURRENT SYSTEM

The City's current financial system of record is STW (now part of OpenGov). The City currently owns and utilizes the following STW modules:

General Ledger	Cash Receipts
Budget Preparation	Purchase Cards
Accounts Payable	Report Distribution
Payroll	Payroll Timesheets
Utility Billing	System Functions
Fixed Assets	Security

STW is approaching end-of-life and no longer meets the City's operational, reporting, user experience, or integration needs. Core limitations include:

- Limited modern reporting and analytics.
- Heavy reliance on manual processes and spreadsheets.
- Fragmented processes across Finance, Utility Billing, HR/Payroll, and other departments.
- Insufficient integration with systems such as NeoGov, ClearGov, READY Manager (meter reading), banking systems, and other line-of-business applications.
- Limited flexibility for modern payment methods and online self-service.
- Growing cybersecurity and support risks over time.

Through extensive interviews, workshops, and process reviews (**summarized in Attachment B**), the City has defined its desired future state and key project drivers:

- Replace STW with a modern, integrated Financial Management System (FMS) / ERP system.
- Standardize and streamline business processes across departments.
- Improve internal controls and compliance with accounting and audit standards.
- Lost revenue, especially in Utility Billing and cashing.
- Improve transparency and reporting for leadership, Council, and the public.
- Enhance cybersecurity, logging, and access control.
- Provide a better experience for staff and residents (online services, clear bills, portals).

2. PURPOSE OF THE RFP

The City of Marshall is soliciting proposals from qualified vendors to provide:

- A modern Financial Management System (FMS) / ERP system that replaces STW and related legacy tools.
- Implementation, data migration, integration, training, and ongoing support services required to successfully implement the solution.
- The City's preference is for a cloud/SaaS solution, but you will consider other models

The City intends to select a single primary vendor (which may propose subcontractors) responsible for:

- Provision of the software solution and licenses/subscriptions.
- End-to-end implementation services.
- Data migration from STW and related systems.
- Integration with key systems (e.g., NeoGov, ClearGov, READY Manager, banking partners, other line-of-business systems).
- Post-go-live support, maintenance, and upgrades.

The City will evaluate proposals and make an award based on best value in accordance with Texas Local Government Code Chapter 252, including but not limited to factors such as functionality, technical fit, implementation approach, vendor experience, and total cost of ownership.

3. PROJECT SCOPE AND SERVICE REQUIREMENTS

3.1. REQUIRED MODULES

At a minimum, the proposed solution must provide integrated capabilities for:

1. General Ledger / Fund Accounting
2. Budget Preparation Management

3. Accounts Payable
4. Accounts Receivable/Cash Receipts/Treasury
5. Procurement / Purchasing / Requisitions / Purchase Cards
6. Payroll
7. Human Resources (via native module or integration with NeoGov)
8. Utility Billing/Financial Management System (FMS)
9. Fixed Assets
10. Reporting and Analytics
11. Security / System Administration

The solution must operate as an integrated suite, with consistent security, workflow, and master data structures across modules. Pricing should include optional budget scenarios for each module.

Detailed requirements for each area are defined in **Attachment A – Requirements** Workbook. Vendors must respond to every requirement in Attachment A and return the completed workbook with their proposal.

3.2. FUNCTIONAL REQUIREMENTS (SUMMARY)

This section provides a narrative overview. The authoritative, line-by-line requirements are in Attachment A.

3.2.1. BUDGETING AND FINANCIAL MANAGEMENT

The solution should support:

- Multi-fund, multi-segment chart of accounts with robust reporting.
- Operating and capital budgeting with multi-year planning, scenario modeling, and departmental workflows.
- Budget amendments with approval workflows and audit trails.
- Encumbrance controls and configurable budget checks (soft and hard stops).
- Automated and assisted month-end and year-end close processes.
- Standard public-sector financial reports (including ACFR-related reports) with drill- down capabilities.

3.2.2. PROCUREMENT, PURCHASING, AND ASSET MANAGEMENT

The solution should support:

- Requisition-to-purchase-order-to-invoice-to-payment workflows with configurable approvals.
- Vendor onboarding and lifecycle management,
- Requisition-to-purchase-order-to-invoice-to-payment workflows with configurable approvals.
- Vendor onboarding and lifecycle management, including W-9 collection, insurance and compliance tracking, and support for vendor deactivation/reactivation.

- A secure vendor self-service portal where vendors can submit required forms, update profile information (address, tax ID, contacts, payment method), upload insurance certificates, and respond to bid or contract-related tasks.
- Enforcement of City purchasing thresholds and policies (e.g., quote requirements, Council approval thresholds).
- Contract lifecycle management with alerts for expirations, renewals, and spending against contracts. Purchase card processing integrated with the General Ledger and budget controls. Fixed asset tracking, depreciation, and inventory controls, including barcode or scanning support where appropriate.

3.2.3. HUMAN RESOURCES AND PAYROLL

The solution should support:

- Provide an integrated HR/payroll data model or robust integration with NeoGov and time and attendance systems.
- Support complex pay rules (e.g., stipends, special duty, grant-funded positions, overtime, holiday rules).
- Support electronic time entry (web, mobile, kiosk) with configurable approval workflows.
- Provide an employee self-service portal where staff can: view pay stubs and W-2s; update personal information.
- Manage direct deposit accounts (including support for multiple accounts and split deposits).
- Provide manager self-service for approvals, position and personnel changes, and leave management.
- Provide reporting that ties payroll expenses to funds, departments, projects, and grants.

3.2.4. UTILITY BILLING AND CUSTOMER SERVICES

Utility Billing / FMS is a critical component. The solution must address the operational and revenue-assurance needs documented by City Utility Billing staff (summarized in Attachment B). Key capabilities include:

- Meter Reading & READY Manager Integration
 - Robust integration with READY Manager for meter reading, including large meters and special reads.
 - Support for service order workflows, including explicit disconnection and reconnection of service, with status tracking and audit trails.
 - Support for hydrant usage, DSF-type fees, and other non-standard billing scenarios.
- Billing Cycle, Rates, Penalties, and Fees
 - Support for weekly billing cycles and multiple billing schedules.

- Configurable rate structures, penalties, tampering fees, and other charges.
- Clear handling of regular vs. past-due payments and balances.
- Cashiering and Payments
 - Tight integration between Utility Billing and cashiering, with support for centralized and satellite cashiering locations.
 - Reliable batch posting processes that minimize lost revenue and manual corrections.
 - Support for cash, check, credit/debit cards, ACH, online payments, and modern payment methods (e.g., digital wallets), with proper GL posting and reconciliation.
 - Point-of-sale (POS) capabilities including multiple tender types, change calculation, over/short tracking, end-of-day balancing, drawer/shift reconciliation, and support for separate cash drawers by user or workstation.
 - Positive pay and ACH file generation with reconciliation to the City's banks.
- Customer Communication, Notices, and Extensions
 - Automated customer notifications (email/SMS/letters) for bills, late notices, shutoff warnings, and service status.
 - Configurable payment extension workflows and the ability to lock/unlock accounts with clear audit trails,
 - Enforcement of policy rules (e.g., three returned checks in a year → no checks for a year).
- Customer Portal and Self-Service
 - Password-protected customer portal for viewing bills, usage, payment history, and making payments.

3.2.5. USER INTERFACE AND USER EXPERIENCE

The solution should provide:

- A modern, web-based user interface accessible via standard browsers.
- Role-based dashboards and “to-do” lists,
- Consistent navigation patterns across modules.
- Support role-appropriate portals for employees, managers, vendors, and customers, with consistent navigation and security.
- Responsive pages where appropriate and consideration for accessibility/ADA needs.

3.2.6. REPORTING, ANALYTICS, AND BUSINESS INTELLIGENCE

The solution should provide:

- Standard public-sector financial reports and templates.
- Ad hoc reporting tools (preferably with drag-and-drop field selection).
- Dashboards and analytics for leadership and departments.

- Ability to export or connect to external BI tools (e.g., via OData/API).
- Scheduling and distribution of reports to designated users.

3.2.7. TECHNOLOGY ARCHITECTURE AND SECURITY

The proposed solution must be delivered as a modern, vendor-hosted cloud/SaaS platform. The City's strong preference is for a multi-tenant, vendor-managed environment; any alternative hosting or deployment model must be explicitly described, including responsibilities for infrastructure, patching, security operations, and disaster recovery.

At a minimum, the hosting and application architecture must:

- Be deployed in commercially managed, U.S.-based data centers with appropriate physical and logical security controls.
- Utilize enterprise-class technologies and databases that are actively supported and widely adopted.
- Provide a scalable architecture that can support growth in transaction volumes, users, and new modules without disruptive re-platforming.

The solution must align with industry-standard cybersecurity practices suitable for a Texas local government. At a minimum, the vendor shall:

- Align its security program with the NIST Cybersecurity Framework and applicable NIST guidance (e.g., NIST SP 800-53/800-171) across identify, protect, detect, respond, and recover functions.
- Provide single sign-on (SSO) integration with Microsoft Entra ID (Azure AD) using SAML, OIDC, or a similar standard, and support multi-factor authentication (MFA) for privileged and remote access.
- Provide granular, role-based access control and configuration options that support appropriate segregation of duties across Finance, Utility Billing, HR/Payroll, IT, and other departments.
- Maintain comprehensive audit logging for key activities (e.g., authentication events, configuration changes, data changes, workflow approvals, security administration) and provide query and report capabilities for audit and investigative purposes.
- Encrypt all sensitive data in transit (TLS 1.2 or higher) and at rest, including document images and attachments.
- Maintain a documented vulnerability management program, including routine scanning, risk-based patching, and expedited remediation of high-severity vulnerabilities.

The solution must provide well-documented APIs and integration patterns (e.g., REST APIs, web services, secure file transfer) to support integration with

third-party systems such as NeoGov, ClearGov, READY Manager, banking systems, payment providers, and other line-of-business applications. The vendor shall describe rate limits, authentication mechanisms, monitoring, and error-handling for these integrations.

The vendor shall describe its backup, data protection, and disaster recovery capabilities, including:

- Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) by major module or functional area.
- Use of secondary regions/data centers and replication strategy.
- Backup retention schedules and availability of immutable or air-gapped backups for both structured data and documents.
- Frequency and scope of DR tests and how test results and corrective actions are communicated to clients.

The proposed approach must support the City's obligations related to cybersecurity, public information requests, and records management, including configurable retention rules and export capabilities for both data and documents.

3.2.8. DOCUMENT MANAGEMENT, WORKFLOW, TRAINING, AND SUPPORT

The solution should:

- Support electronic document management for key transactions (e.g., AP invoices, contracts, HR documents).
- Provide configurable workflows for approvals and routing; include a training and knowledge base environment, including sandbox/test/training environments.
- Provide vendor support options
- (e.g., helpdesk SLAs, user groups, customer forums).

3.3. OPTIONAL/ ENHANCED MODULES

Vendors may propose optional modules or features that provide additional value, such as:

- Advanced grant and project accounting.
- Capital project management and job costing.
- Time and attendance and/or scheduling solution (if not provided as core HR/Payroll), with robust integration to the ERP.
- Citywide work order and asset-maintenance management module, or robust integration to an existing work order/EAM system, including support for Utility, Public Works, and other City departments. Vendors must provide optional pricing for this module and/or integration services.
- Advanced analytics and open-data capabilities.

Vendors must clearly identify any optional modules and provide separate pricing for each optional component.

3.4. TECHNICAL REQUIREMENTS

Technical requirements are defined in detail in Attachment A. At a high level, the solution must:

- Utilize widely supported, enterprise-class technologies and databases.
- Support integration with Microsoft Office tools.
- Provide secure integration options (e.g., API, SFTP, web services) for third-party systems.
- Provide documented backup, recovery, and disaster recovery capabilities, including
- defined Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO), secondary data center/region locations, and frequency of DR testing.
- Describe the vendor's overall data protection strategy, including backup retention, immutable or air-gapped backups where available, protection of document images and attachments, and processes for restoring data after an incident.
- Meet or exceed industry best practices for cybersecurity and data protection, aligning with the NIST Cybersecurity Framework and applicable NIST guidance for local government environments.

Vendors must provide a narrative in their proposal describing how their hosting, operations, and support model meets these data protection and disaster recovery expectations.

4. VENDOR QUALIFICATIONS AND EXPERIENCE

Proposers must:

- Have demonstrable experience implementing modern Financial Management System/ERP solutions for municipalities of similar size and complexity.
- Provide at least three (3) municipal government references from public-sector clients, preferably cities or counties, where similar modules were implemented (including Utility Billing if proposed).
- Describe the experience and qualifications of the proposed project team, including project manager, functional leads, technical leads, and trainers.
- Describe familiarity with Texas public-sector requirements and practices, if applicable.

5. IMPLEMENTATION AND TRAINING SERVICES

Proposers must provide:

- A detailed implementation methodology and project plan, including phases, milestones, and major deliverables.
- A project governance model including steering committee participation, escalation paths, status reporting, and change-control processes.
- A data migration approach for STW and any related systems, including data cleansing, mapping, test conversions, and final cutover.
- An integration strategy for all in-scope third-party systems.
- A training plan for different user groups (finance, UB, HR/payroll, department staff, IT).
- Post-go-live support arrangements, including hours, SLAs, and escalation procedures.

In addition to structured data migration, the selected vendor will be expected to migrate relevant electronic documents and images into the new ERP and/or associated document management solution. This includes, but is not limited to, scanned invoices, purchase orders, contracts, HR documents, Utility Billing account documentation, and supporting attachments from STW and other legacy repositories.

The vendor's implementation plan must identify:

- In-scope document repositories and content types.
- Mapping of documents to appropriate records and meta data in the new system.
- Tools and methods used to extract, transform, and load documents.
- Quality checks to ensure documents are complete, readable, and correctly linked; and
- Any licensing, storage, or performance considerations associated with document migration and long-term retention.

The City may be supported by an external advisor/consultant as the City's agent for this project. Vendors must be prepared to work collaboratively with the City's advisor.

6. PROPOSAL SUBMISSION AND CONTRACT REQUIREMENTS

6.1. CONTRACT TERMS

The initial term of the contract is anticipated to be three (3) years following Final Acceptance of the System, with up to two (2) additional one (1) year renewal options, for a maximum potential term of five (5) years (3+1+1). Renewal options

may be exercised at the City's sole discretion, subject to satisfactory contractor performance and annual appropriation of funds.

6.2. PREPARING A RESPONSE

When preparing a response, a Respondent must adhere to the following instructions:

- Each Response item, as referenced in Section 6 must be addressed in the order presented in this RFP.
- Responses for Section 6 must be in Portable Document Format (PDF), searchable, and answered in sufficient detail for evaluation. Responses shall be submitted as a bound document and printed single-sided on standard 8½" x 11" paper, using 1-inch margins from all sides, using type font size not less than 11 points. Graphics, charts, photographs, and/or exhibits may be on 11" x 17" paper but must be folded to the standard size.

COPIES - "HARD COPY" AND ELECTRONIC COPIES REQUIRED

Each Respondent must provide the following number of copies of its complete response:

- Three (3) hard copies, one of which is marked "Original" with original signatures.
- One (1) electronic copy emailed to: RFP@marshalltexas.net. The files must be labeled as follows:

2025-IT1201 MARSHALL ERP RFP_Respondent Firm Name.pdf

2025-IT1201 MARSHALL ERP RFP_Pricing_Respondent Firm Name.xlsx.

In the event of a discrepancy and/or conflict between a hard copy and the electronic version, the electronic version will govern.

Each hard copy response submission must be placed in a binder, with pages numbered and a header containing the Respondent's name on each page. Each section of the Response must be clearly identified in the same numbering and header format as the RFP.

The electronic submission must be clearly identified in the same numbering and header format as the RFP. Each Respondent is urged to use caution in creating the electronic file. If the City is unable to open an electronic file due to a virus or file corruption, the submittal may be considered incomplete and disqualified.

Each Respondent must use a searchable PDF file. NO OTHER FORMAT IS ACCEPTABLE. If the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Respondent, the Respondent's Proposal may be considered incomplete and disqualified from further consideration. Documents required in Section 6.3.10 Price Proposal must be uploaded as an Excel file, separate from the PDF.

SUBMITTING THE HARD COPY RESPONSE

Label the outside of the shipping package as follows:

Name of Company	Mail or Deliver to:
Point of Contact for Company	Attention: Jay McCrary
Address for Company	City of Marshall – City Hall
Email Address and Phone Number	401 South Alamo Blvd.
Date Submitted	Marshall, Texas 75670

Responses will not be accepted by fax. Responses must be provided in a sealed envelope or package with the package label and the Respondent's name and address clearly visible on the outside of the envelope or package. Submittals received after the deadline will not be considered.

The responsibility for submitting a Response to Marshall on or before the stated time and date will be solely and strictly the Respondent's responsibility. The City will in no way be responsible for delays caused by mail delivery, common carrier, weather, or any other occurrence. The City of Marshall recommends using a major Carrier to deliver all proposals (i.e., FedEx or UPS). The City reserves the right to request additional information or clarifications from any Respondent or to allow corrections of minor errors or omissions.

6.3. PROPOSAL FORMAT

Proposals should be organized in the following order, and all electronic documents must be identified by the naming convention below (minus the section number) specified by The City of Marshall. Please see the parenthesis identified section next to the proposal section title for clarification of requirements:

1. Cover Letter (Section 6.3.1)
2. Executive Summary (Section 6.3.2)
3. Company Background and Qualifications (Section 6.3.3)
4. Proposed Solution Overview (Section 6.3.4)
5. Completed Attachment A – Requirements Workbook (Section 6.3.5)
6. Implementation Approach and Project Plan (Section 6.3.6)

7. Data Migration and Integration Approach (Section 6.3.7)
8. Training and Change Management (Section 6.3.8)
9. Support and Maintenance (Section 6.3.9)
10. Pricing / Cost Proposal (Section 6.3.10)
11. Exceptions to RFP / Contract Terms (Section 6.3.11)
12. Required Forms and Certifications (Section 6.3.12)

6.3.1. COVER LETTER

Submit a cover letter signed by an officer of the Proposer with signature authority to enter into a contract with The City of Marshall and referencing the RFP.

This letter should indicate:

1. Corporate acceptance of the terms of the RFP
2. Understanding of the submittal requirements.
3. Provide corporate commitment to meet the scope and budget for the RFP.
4. Include name, phone number, and email address of the ERP Project Manager

6.3.2. EXECUTIVE SUMMARY

To demonstrate comprehension of the project, the Respondent should provide a high-level overview summarizing an understanding of what the work is and what the work will entail. This should include, but not be limited to, the Respondent's understanding of the purpose and scope of the project in a public-sector framework, critical success factors and potential problems related to the project, and the Respondent's understanding of the deliverables. The City of Marshall wants to know why the respondent is the right choice which should include addressing relevant experience and previous successful implementations, lessons learned, capabilities, technical competence, value, and overall fit for The City of Marshall.

Provide a complete narrative detailing the assessment of the work to be performed, project management techniques, specialized services, availability to the project locale, familiarity with the project locale and a description of any options or alternatives proposed. This section should demonstrate that the Respondent understands the desired overall performance expectations and should include information that will describe the Respondent's understanding of the project, the City's challenges, and the benefits of selecting the Respondent.

6.3.3. COMPANY BACKGROUND AND QUALIFICATIONS

Please prepare a comprehensive response that clearly demonstrates the Respondent's organizational capacity, experience, and credibility to

successfully delivering the ERP solution. Your response should include but not limited to:

1. The response shall include a concise overview of the company, including legal name, year founded, corporate structure, headquarters location, regional offices, mission, core business focus, and organizational size.
2. Respondents shall also describe the company's financial and organizational stability, including high-level indicators of financial health, long-term viability, and any mergers, acquisitions, or strategic partnerships that strengthen their position in the ERP market.
3. The response shall detail the respondent's relevant ERP experience, particularly with public-sector entities, and shall outline the number and types of ERP implementations completed, areas of expertise, and experience deploying financials, HR/payroll, procurement, and other applicable modules. Respondents should summarize each client, project scope, modules implemented, timeline, and outcomes, as well as key successes or lessons learned.
4. Must provide a detailed description of at least three (3) projects in which similar project management services were provided within the past five (5) years. These projects should be comparable in size and scope to this procurement and be deemed by the Respondent as the most relevant for the City of Marshall to review in its consideration of the Respondent's qualifications regarding this procurement opportunity.
5. The response shall also include relevant certifications, credentials, and industry recognitions held by the organization or its staff, such as certifications, audits, ERP platform certifications, or industry awards.
6. If the Respondent had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or inferior performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the Respondent to be in default.
7. If no such terminations for default have been experienced by the Respondent in the past five (5) years, declare so.
8. If the Respondent has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reasons for which

termination occurred before completion of the contract during the past five (5) years, describe fully all such terminations.

9. A response stating that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not an acceptable response.

6.3.4. PROPOSED SOLUTION OVERVIEW

Respondents shall provide a comprehensive Proposed Solution Overview that clearly describes the ERP system being offered and demonstrates how the solution aligns with the City's business needs, objectives, and functional requirements. The overview shall identify the proposed ERP product and version, summarize its core architecture, and describe the system's user interface, usability, and accessibility.

Respondents shall explain how the solution addresses the City's current challenges and supports key functional areas such as financials, human resources, payroll, procurement, budgeting, asset management, and other applicable modules. The response shall highlight major system features and capabilities, including workflow automation, reporting and analytics, dashboards, self-service functionality, mobile access, and integrated security controls such as role-based permissions and audit trails.

Respondents shall outline the technical approach and architecture of the solution, including hosting model, system performance, scalability, data storage, uptime expectations, and disaster recovery capabilities. The response shall also provide a high-level summary of the proposed implementation methodology, describing major phases such as planning, configuration, data migration, testing, training, and go-live support, as well as the approach to risk mitigation, change management, and user adoption. The description of the technical architecture should also explain how the solution's hosting and operations model aligns with the City's cybersecurity expectations and the NIST Cybersecurity Framework.

Respondents shall describe the solution's integration strategy, including how the ERP system will interface with existing systems, use of APIs or middleware, and management of data exchanges and third-party integrations.

Finally, respondents shall identify the expected benefits and outcomes of the proposed solution and explain how the solution will improve efficiency, transparency, reporting accuracy, compliance, and service delivery for the City of Marshall. The response shall clearly articulate any unique advantages or differentiators of the proposed solution, including innovative capabilities,

public-sector focus, long-term product roadmap, and value-added services that contribute to the overall effectiveness and sustainability of the implementation.

6.3.5. COMPLETED ATTACHMENT A- REQUIREMENTS WORKBOOK

- Proposers must complete all rows in Attachment A, indicating how their solution meets each requirement.
- Where the requirement is partially met, met via third-party solution, or requires customization, proposers must clearly indicate this and provide explanatory notes.
- Failure to complete Attachment A may render a proposal non-responsive.

6.3.6. IMPLEMENTATION APPROACH AND PROJECT PLAN

The Respondent must provide a detailed project plan and timeline describing how the firm would meet the objectives set forth by the RFP. The project plan should include a detailed response describing the methodology for providing each deliverable and completing each task and activity. The Respondent should include other information that will describe how the Respondent will complete the project and meet the goals set by the City.

6.3.7. DATA MIGRATION AND INTEGRATION APPROACH

Respondents shall provide a detailed Data Migration and Integration Approach that clearly describes the strategy and methodology for transitioning legacy data into the proposed ERP system and establishing reliable integrations with existing applications.

The response shall:

1. Scope and Strategy

- Identify all in-scope data domains, including at a minimum: chart of accounts, vendors, customers/accounts, UB accounts and service locations, meter inventory and readings, payroll and HR data, projects/grants, fixed assets, open AR/AP items, historical transactions, and any other relevant master or transactional data from STW and related systems.
- Propose recommended history retention (e.g., number of years of detailed vs. summarized history) and provide pricing or level-of-effort implications for alternative retention scenarios.
- Describe the overall migration strategy, including data extraction, cleansing, transformation, loading, and validation activities.

2. Tools, Roles, and Responsibilities
 - Identify the tools, scripts, templates, and automation utilities that will be used to support data migration.
 - Clearly define the roles and responsibilities of the vendor and the City for data profiling, cleansing, mapping, test loads, validations, and sign-off.
3. Validation, Testing, and Reconciliation
 - Describe the approach to data validation and testing, including:
 - Test conversions and mock cutovers.
 - Parallel testing where appropriate (especially for Utility Billing, Payroll, and key financial processes).
 - Reconciliation procedures to ensure that balances, open items, and historical data in the new system agree with the legacy system and/or authoritative reports.
 - Identify specific reconciliation deliverables, such as:
 - Trial balance and subledger reconciliations.
 - UB account and AR reconciliations (by customer/route/rate).
 - Payroll and benefits reconciliations.
4. Documents, Images, and Attachments
 - Explicitly address migration of scanned documents and electronic attachments (e.g., invoices, purchase orders, contracts, HR documents, UB account documentation, and supporting images) as required by Section 5.3.
 - Describe in-scope repositories, document types, mapping to new records/metadata, tools used to extract and load documents, and quality checks to ensure documents are complete, readable, and correctly linked.
5. Integration Architecture
 - Provide a comprehensive integration strategy describing how the ERP will interface with existing and planned systems (e.g., NeoGov, ClearGov, READY Manager, banking partners, payment providers, work order/EAM, and other line-of-business systems).
 - Specify the use of APIs, middleware, batch or real-time integrations, message formats, monitoring, logging, and error-handling.
 - Describe the approach for managing integration changes over time (e.g., versioning, regression testing, and coordination with third parties).

6. Security, Risk, and Stabilization

- Explain how data will be secured at all stages (extraction, transfer, staging, and loading), including encryption, secure file transfer, access controls, and compliance with applicable regulatory and audit requirements.
- Identify key risks related to data migration and integrations (e.g., data quality gaps, incomplete documentation, interface failures) and present mitigation strategies and contingency plans.
- Describe post-go-live stabilization activities related to data and integrations, including monitoring, performance tuning, error correction, and support for any issues that emerge in the first billing cycles, payroll runs, and financial closes.

6.3.8. TRAINING AND CHANGE MANAGEMENT

Respondents shall provide a comprehensive Training and Change Management approach that demonstrates their ability to prepare the City of Marshall workforce for successful adoption of the new ERP system. The response shall describe the overall training strategy and methodology, including the types of training to be offered—such as instructor-led sessions, virtual training, hands-on labs, e-learning modules, recorded demonstrations, job aids, and other instructional formats.

Respondents shall explain how training will be tailored to different user groups, including end users, power users, managers, and technical staff, and describe the process for developing, updating, and delivering training materials. The response shall include an overview of the training plan and timeline, outlining major activities such as preparation, pilot training, role-based sessions, pre-go-live training, and post-go-live refreshers.

The response shall identify all documentation and learning resources that will be provided, such as user guides, quick-reference materials, video tutorials, and standard operating procedures, and explain how these materials will be customized to reflect the Agency's business processes. Respondents shall outline their formal change management framework and describe their approach to stakeholder engagement, communication planning, and organizational alignment. This shall include activities such as change impact assessments, stakeholder mapping, and development of communication plans and messaging.

The response shall clearly define the roles and responsibilities of both the vendor and the City of Marshall related to training and change management, including expectations for Citywide participation through project sponsors, change champions, and subject matter experts. Respondents shall also describe how training and support will continue after go-live, including

refresher courses, advanced training modules, and onboarding support for new employees, as well as the availability of help desk resources, super users, or knowledge bases.

Finally, respondents shall explain how the effectiveness of training will be measured through assessments, surveys, competency checks, or usage analytics, and describe how results will be used to refine and improve training throughout the project lifecycle.

6.3.9. SUPPORT AND MAINTENANCE

Respondents shall provide a comprehensive Support and Maintenance plan that demonstrates the organization's ability to deliver reliable, long-term assistance following implementation of the ERP system. The response shall describe the overall support model, including help desk structure, support tiers, escalation paths, and the processes used to track, manage, and resolve support requests.

Respondents shall specify hours of operation, including standard and extended support hours, holiday coverage, weekend availability, and options for emergency or after-hours support. The response shall provide detailed Service Level Agreements (SLAs), including response and resolution times for varying issue severities, uptime guarantees, performance benchmarks, and the monitoring tools or processes used to ensure compliance with SLA commitments.

Respondents shall outline how software updates, patches, enhancements, and new releases are deployed, including the frequency of updates, release management processes, customer notifications, and any agency responsibilities or involvement required. The response shall also describe all ongoing maintenance services such as system monitoring, performance tuning, routine backups, and security updates, and shall explain how preventive maintenance activities will be used to minimize disruptions and ensure system stability. Respondents shall detail the processes for issue reporting and resolution, including available communication channels (e.g., phone, portal, email), escalation procedures for critical incidents, and methods for communicating progress and resolutions to The City of Marshall.

The response shall identify support resources that will be made available, such as knowledge bases, documentation libraries, customer portals, training materials, and user communities. Respondents shall describe the support provided during the post-go-live stabilization period, including onsite or remote assistance, dedicated hypercare teams, and processes for identifying and resolving early adoption issues. The response shall also

identify any optional or value-added support services available, such as extended support packages, dedicated account managers, periodic system health checks, or ongoing optimization services.

Respondents shall clearly define the respective roles and responsibilities of both the vendor and Marshall for ongoing support and system maintenance, including expectations for ticket logging, user-level support, and administrative tasks.

Respondent should provide the following information regarding the resources to be committed to the project:

1. Project Organization Chart relevant project experience
 - a. List names, job titles, and the city and state in which an individual will work on this project.
2. Staff Resumes and References
 - a. Resumes and references of key personnel. For the purposes of this RFP, key personnel are those who are accountable for the completion of one or more major deliverables, have responsibility for any or all the total project management, or are responsible for the completion of the project.

Provide resume details for all key personnel by listing the following in the order in which it appears.

- I. Name
- II. Title
- III. Contact information (telephone, email)
- IV. Work address
- V. Project responsibilities (as they pertain to this project)
- VI. Percentage of time designated for this project.
- VII. Brief listing of work experience in reverse chronological order for past five years (only provide company name, job title(s)/position(s) held, date started, and date left each position, brief description of job duties, responsibilities, and significant accomplishments)
- IX. ERP project experience
- X. Technical background relative to this project
- XI. Experience in similar projects, including name of project and role individual played.
- XII. Project management experience
- XIII. Technical knowledge
- XIV. Education
- XV. Relevant certifications
- XVI. Three professional references (name, telephone number, company name, relationship to individual)

6.3.10.PRICE PROPOSAL

Respondent shall complete Attachment E – Pricing Forms (Summary & Detailed) using the Excel template provided by the City. The file name for the Respondent's submission shall be:

2025-IT1201 MARSHALL ERP RFP_Pricing_[Respondent Firm Name].xlsx

The Pricing Forms workbook includes, at a minimum, the following tabs: Read Me, Vendor Summary, One-Time Costs, Software Fees, Support & Services, Options, and TCO Summary. Respondent shall not modify column headings, remove columns, or alter any City-provided formulas. Additional rows may be added as needed.

All pricing shall be provided in U.S. Dollars (USD) and shall include all costs necessary to implement and operate the proposed Financial Management System (FMS), including but not limited to: one-time implementation services, data conversion, integrations, training, software subscription or license fees, support and maintenance, hosting or infrastructure (if not fully SaaS), third-party components, and any required hardware or middleware.

Respondent shall clearly identify each line item as Required or Optional and flag any Third-Party items, using the fields provided in the workbook. Costs associated with optional modules or services (such as time and attendance, citywide work orders/EAM, or other optional components identified in this RFP) shall be clearly identified as Optional.

The anticipated contract term is an initial term of three (3) years with up to two (2) additional one-year renewal options (3+1+1), at the City's sole discretion. Notwithstanding this contract structure, the City will evaluate Proposals using a ten (10) year Total Cost of Ownership (TCO) planning horizon, based on the pricing entered in Attachment E. Respondent shall therefore provide year-by-year pricing sufficient to calculate a ten (10) year TCO, as reflected on the TCO Summary tab. Provision of 10-year pricing does not obligate the City to contract for that duration.

Attachment E – Pricing Forms Instructions are provided as a separate document and are hereby incorporated by reference. Respondent shall follow those instructions when completing the Pricing Forms.

Pricing shall be submitted as a separate Excel file distinct from the main Proposal PDF, in accordance with the submission instructions in this RFP. Failure to submit a completed Attachment E in the required format may render the Proposal non-responsive.

6.3.11. EXCEPTIONS TO RFP/ CONTRACT TERMS

Respondents shall clearly identify any Exceptions to the RFP or Contract Terms and provide a complete description of all requirements, provisions, or conditions the respondent is unable or unwilling to meet.

The response shall begin with a statement confirming whether the respondent accepts all terms as written or is submitting exceptions. If no exceptions exist, the respondent shall clearly state “No exceptions” or “Respondent accepts all terms.” If exceptions are being submitted, respondents shall provide an itemized list referencing the specific RFP section, clause, or page number associated with each exception. For every exception, respondents shall include a clear explanation of the reason for non-compliance, whether due to legal constraints, product limitations, company policy, cost impacts, or other factors.

Respondents shall provide proposed alternative language or an alternative approach for each exception, ensuring that suggested revisions are clear, specific, and designed to minimize risk to the City of Marshall. The response shall also identify any impact the proposed exception may have on project scope, pricing, timelines, deliverables, or responsibilities, and shall specify whether the exception is considered minor or substantive. Respondents shall outline any associated risk considerations and describe how the proposed alternative mitigates those risks. When applicable, respondents shall distinguish between critical exceptions that are mandatory for their participation and non-critical exceptions that remain negotiable. Respondents shall acknowledge that all exceptions are fully disclosed in this section and understand that undisclosed exceptions may not be considered during contract negotiations.

6.3.12. REQUIRED FORMS

Respondents shall submit all Required Forms included in the RFP package for the proposal to be considered complete and compliant. All forms must be fully completed, signed by an authorized representative, and submitted in the formats specified by the City of Marshall. For a complete list of Forms, see Table of Contents and Attachments. Attachments needing to be attached not otherwise specified are herein as:

- Attachment F
- Attachment J
- Attachment K

7. EVALUATION CRITERIA

The City will use a best-value evaluation in accordance with Texas Local Government Code Chapter 252. Award will not be based solely on lowest cost. Proposals will be evaluated using the weighted criteria below.

1. Functional and Technical Fit – 35%

- Degree to which the proposed solution meets the City's functional requirements as documented in Attachment A and the narrative sections of this RFP, including Utility Billing, financials, HR/Payroll, procurement, budgeting, reporting, and security.
- Quality and completeness of the completed Attachment A, including clarity of responses, use of standard/configuration vs. customization, and dependencies on third-party products.
- Overall usability, configurability, and alignment with the City's desired future-state processes summarized in Attachment B.

2. Implementation Approach, Data Migration, and Integrations – 25%

- Quality, realism, and completeness of the proposed implementation methodology, project plan, staffing approach, and governance model.
- Strength and clarity of the Data Migration and Integration Approach, including handling of STW data, document images, and interfaces to systems such as NeoGov, ClearGov, READY Manager, banking systems, and other line-of-business applications.
- Identification and mitigation of risks, including schedule, resource, and change-management risks.

3. Vendor Experience, References, and Team – 15%

- Demonstrated experience implementing similar solutions for municipalities or public-sector entities of comparable size and complexity, including successful Utility Billing implementations where applicable.
- Quality and relevance of references and case studies, including outcomes delivered (e.g., improved controls, reduced manual work, revenue improvements).
- Qualifications, public-sector experience, and stability of the proposed project team.

4. Total Cost of Ownership – 15%

- Overall, 10-year total cost of ownership (TCO) based on Attachment E, including subscription/licensing, implementation services, data migration, integrations, training, ongoing support and maintenance, hosting, and optional modules. The City's use of a ten (10) year TCO for evaluation and planning purposes does not obligate the City to contract for that duration; the anticipated contract term is three (3) years with two (2) one-year renewal options (3+1+1).

- Clarity, transparency, and completeness of the pricing forms, including identification of all assumptions and any one-time or recurring fees.

5. Technology Architecture, Security, and Support Model – 10%

- Strength of the proposed technical architecture and hosting model, including scalability, performance, availability, and disaster recovery.
- Alignment of security practices with the NIST Cybersecurity Framework and the City's expectations for access control, logging, encryption, and incident response.
- Quality and maturity of the support and maintenance model, including SLAs, roadmap, and release management.

The City may establish minimum pass/fail thresholds for certain requirements (e.g., completion of Attachment A, ability to support required Utility Billing capabilities, or minimum-security expectations). Proposals that fail to meet these non-negotiable requirements may be deemed non-responsive and may not be further evaluated.

The City may, at its sole discretion, invite short-listed vendors to participate in scripted demonstrations, reference checks, site visits, and best-and-final negotiations. Demonstrations may be scored as part of the functional/technical evaluation using scenarios based on the City's actual processes and pain points.

8. PROCUREMENT RULES AND CONDITIONS

- This procurement is governed by Texas Local Government Code Chapter 252 and applicable City policies.
- The City may, in its sole discretion, waive any irregularities or non-material defects in a Response. The City reserves the right to seek clarification of a Response from the Proposer or verify information in a Response from any other source. The City may, in its sole discretion, reject a Respondent's response should The City be unable to (1) verify information within the Response, or (2) verify a Respondent's prior experience in relation to the criteria set forth herein.
- The City may issue addenda to clarify or modify the RFP. Vendors are responsible for monitoring for addenda. Each clarification, supplement, or addenda to this RFP, if any, will be emailed based on the information provided by the proposers on page iii of this RFP.
- Proposals shall be valid for at least 180 days from the submission deadline.

9. RFP TIMELINE OF PROJECT MILESTONES

The deadline for receipt of questions is Wednesday, January 21, 2026, 5:00 p.m. CT. Absent any change to deadlines evidenced through a subsequently issued addendum to this RFP, no questions will be accepted after this deadline.

Informal verbal inquiries are not allowed. Written questions concerning this RFP must be submitted via email to Randy Pritchard, Director of Information Technology at RFP@marshalltexas.net. All questions about this RFP must be submitted as follows:

Citation of the relevant section of the RFP:

Question Example:

RFP Section 9 states “The deadline for receipt of questions is Wednesday, January 21, 2026, 5:00 p.m. CT.”: Will questions submitted after this deadline be addressed?

The City anticipates that it will post responses to all questions received before the deadline no later than Wednesday, January 28, 2026. Responses will be posted for the benefit of all potential respondents via the City of Marshall website. The City of Marshall reserves the right to contact the person submitting a question to clarify the question received, if necessary. The City further reserves the right to modify, summarize, or otherwise alter the content of a question to protect the requestor's identity and provide responses that the City believes will best inform interested parties of potentially relevant information. Marshall further reserves the right to decline to answer questions.

Milestone	Date / Time (CST)
RFP Issued	December 18, 2025
Optional Pre-Proposal Conference	January 7, 2026 – 10:00 AM
Deadline for Vendor Questions	January 21, 2026 – 5:00 PM
Responses to Questions / Addenda Issued	January 28, 2026
Proposal Submission Deadline	February 6, 2026 – 3:00 PM
Evaluation of Proposals	February 6 – February 26, 2026
Vendor Demonstration / Interviews	March 3 – March 13, 2026
Recommendation to City Council	March 2026
Contract negotiation / Award	March 2026
Implementation Kickoff (Target)	April 2026

10. RESERVED RIGHTS AND GENERAL CONDITIONS

The City reserves the rights concerning this RFP to:

- Modify, withdraw, or cancel this RFP in whole or in part at any time prior to the execution of the contract by The City of Marshall, without incurring any costs, obligations, or liabilities.
- Issue a new RFP after the withdrawal of this RFP
- Accept, or Reject all submittals, responses, received at any time,
- Modify dates set or projected in this RFP
- Terminate evaluations of Responses received at any time.
- Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning a Response, and require additional evidence of qualifications to perform the work described in this RFP.
- Seek or obtain data from any source that can improve the understanding and evaluation of the responses to this RFP.
- Waive any weaknesses, informalities, irregularities, or omissions in a Response, permit corrections, and seek and receive clarifications to a Response.
- Request clarification or additional information from proposers.
- Conduct reference checks and site visits.
- Accept other than the lowest-priced Price Response.
- Issue addenda, supplements, and modifications to this RFP.
- Negotiate with one or more proposers.
- Disqualify any Respondent that changes its Response without Marshall approval.
- Modify the RFP Process (with appropriate notice to Submitters)
- Retain ownership of all materials submitted in hard-copy and/or electronic format, with the exception of any financial statements provided.
- Select the best value, which may not be the lowest cost response.
- Suspend and/or terminate negotiations at any time, elect not to commence negotiations with any responding Respondent, and engage in negotiations with other than the highest ranked Respondent.
- Approve or disapprove changes to the Respondent teams.
- Hold meetings, conduct discussions, and communicate with one or more of the Respondents responding to this RFP to seek an improved understanding and evaluation of the Responses.
- Add or delete work to/from the Scope of Work.



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) (FMS) / Enterprise Resource Planning (ERP)

ATTACHMENT A REQUIREMENTS WORKBOOK EXCEL

COMPLETED ATTACHMENT A – REQUIREMENTS WORKBOOK (MANDATORY)

As part of this RFP, the City will provide an Excel workbook titled “Attachment A – Functional & Technical Requirements Workbook.xlsx” (referred to herein as Attachment A). This workbook contains the detailed functional, technical, security, integration, and reporting requirements for the proposed Financial Management System (FMS) / ERP System.

Each Respondent must fully complete Attachment A and submit the completed Excel file with its Proposal. For every requirement listed in Attachment A, the Respondent shall:

- Select the appropriate response code indicating how the proposed solution will meet the requirement (e.g., Standard / Configuration / Customization / Third-Party / Not Available); and
- Provide any requested comments, clarifications, and references in the designated fields.

Respondents shall not modify the structure of Attachment A (tabs, requirement IDs, or row order), except to enter responses and comments in the designated columns.

Submission of a fully completed “Attachment A – Functional & Technical Requirements Workbook.xlsx” is mandatory. Failure to submit a completed Attachment A may result in the Proposal being deemed non-responsive and may disqualify the Respondent from further consideration.

Vendors must complete Attachment A and return it with their proposals. Vendors must also acknowledge review of Attachment B in their proposal response and address how their solution resolves the issues described.



INSTRUCTIONS ON ATTACHMENT A

Attachment A

Functional and Technical Requirements

INSTRUCTIONS FOR VENDORS – COMPLETION OF ATTACHMENT A (MANDATORY)

This Excel workbook, “Attachment A – Functional & Technical Requirements Workbook.xlsx”, is a mandatory component of the City of Marshall’s RFP for a new Financial Management System / ERP System. All Respondents must fully complete and return this workbook with their Proposal submission.

1. Mandatory Completion
 - a. Review every requirement listed in Attachment A.
 - b. For each requirement, complete all required columns in the row.
 - c. Do not leave any requirement unaddressed. If a requirement is not available, select the appropriate response code (e.g., Not Available) and explain as needed.
2. Do Not Modify Workbook Structure
 - a. Do not add, delete, or reorder requirement rows.
 - b. Do not add, delete, or rename worksheets/tabs.
 - c. Do not change requirement IDs, headings, or column titles.
 - d. You may adjust column widths or use filters for your internal review, but the structure of the workbook must remain intact.
3. Response Codes
 - a. In the “Vendor Response / How Delivered” column, indicate how your solution meets each requirement using the required response codes (for example):
 - i. S – Standard (delivered out-of-the-box)
 - ii. C – Configuration (delivered via setup/parameters only)

- iii. Z – Customization (requires custom development)
- iv. T – Third-Party (delivered by a separate, integrated product)
- v. N – Not Available



INSTRUCTIONS ON ATTACHMENT A

Attachment A

Functional and Technical Requirements

4. Comments and Clarifications

- a. Use the “Vendor Comments / Explanation” column to provide clarifying detail, including:
 - i. Any configuration required.
 - ii. Any dependencies or third-party products.
 - iii. Any limitations or assumptions; and
 - iv. Any roadmap/future release items, with estimated general availability dates.

5. Consistency with Proposal and Pricing

- a. Ensure that your responses in Attachment A are consistent with your narrative Proposal, Attachment E – Pricing Forms, and any other submitted materials.
- b. Any assumptions used in Attachment A must also be documented in your Proposal and, where applicable, in the pricing assumptions.

6. Submission of the Excel File

- a. Submit the completed Excel file as “Attachment A – Functional & Technical Requirements Workbook – [Vendor Name].xlsx” with your Proposal, in accordance with the RFP submission instructions.
- b. Failure to submit a fully completed Excel workbook may result in the Proposal being deemed non-responsive.



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

ATTACHMENT B - BUSINESS PROCESS, PAIN POINTS, AND TECHNICAL NEEDS SUMMARY

The City of Marshall is providing Attachment B as a mandatory reference document for all firms responding to this RFP for a new Financial Management System / ERP system. This attachment summarizes the City's current business processes, system usage, key pain points, and desired future-state capabilities, based on stakeholder interviews, workshops, and operational documentation.

Proposers must review Attachment B in its entirety and use it, together with Attachment A – Requirements Workbook and the main RFP document, to inform their proposed solution, implementation approach, and demonstration scenarios. Responses that do not clearly address the issues, needs, and improvement opportunities described in Attachment B may be considered non-responsive or may receive a lower evaluation score.

Attachment B will be provided as part of the RFP package, and it is the proposer's responsibility to ensure that their narrative responses, requirements workbook, and pricing fully align with the business context and technical needs outlined in this attachment.

ATTACHMENT B

Business Process, Pain Points, and Technical Needs Summary
City of Marshall – Financial Management System / ERP Replacement Project

1. Purpose of This Attachment

This attachment provides a narrative summary of the City of Marshall's current business processes, system usage, pain points, and desired future-state capabilities related to the Financial Management System / ERP replacement project.

The content in this attachment is derived from:

- Stakeholder interviews with Finance, Utility Billing, Payroll, HR, and department staff.
- Group workshops and process reviews.
- Existing documentation and notes from day-to-day operations.

The City is providing this information to help vendors:

- Understand how the current STW system and related tools are used today.
- Understand where the current environment falls short (process, system, and reporting gaps).
- Align proposed solutions, implementation approaches, and demonstrations with real City needs.

This attachment does not replace the detailed requirements in Attachment A – Requirements Workbook, which remains the authoritative list of requirements for proposal purposes.

2. How Vendors Should Use This Attachment

Vendors are expected to:

- Review Attachment B in detail to understand the context behind the City's requirements.
- Address key pain points and improvement opportunities in the narrative sections of their proposals (e.g., "Project Approach," "Solution Overview," and "Utility Billing / Cashiering Strategy").
- Ensure that responses in Attachment A (Requirements Workbook) align with and support the needs described here.
- Use Attachment B to shape system demonstrations, particularly in areas such as budgeting and financial reporting, procure-to-pay processes and vendor management, HR/Payroll workflows and timekeeping, Utility Billing, deposits, penalties and cashiering, and integrations with systems like NeoGov, ClearGov, READY Manager, and banking systems.

When describing your solution, please reference how specific features, configuration options, or best practices will resolve the issues documented in this attachment (e.g., reducing revenue leakage in Utility Billing, improving deposit refund processing, standardizing purchase workflows, etc.).

3. Relationship to Other RFP Documents

This attachment should be read in conjunction with the following documents:

- Attachment A – Requirements Workbook, which provides line-by-line functional, technical, integration, security, and service-level requirements.
- The RFP Main Document, which establishes the overall scope, evaluation criteria, procurement rules, and general terms and conditions.
- Any additional appendices or exhibits issued by the City related to business processes, technical environments, or project governance.

Attachment B is informational but important. Proposals will be evaluated, in part, on how well they address the needs and pain points described here and demonstrate an understanding of the City's current and future-state objectives.

ATTACHMENT B

Pain Points and Improvement Opportunities City of Marshall – Financial Management System / ERP Replacement Project

1. Overview

This document summarizes key current-state pain points and improvement opportunities identified by City of Marshall staff during interviews and workshops related to the replacement of the STW financial system. These items are intended to provide vendors with context for the detailed requirements in Attachment A and to guide solution design, implementation approach, and demonstration scenarios.

2. Finance & General Ledger

Key finance and general ledger pain points include:

- Heavy reliance on spreadsheets and manual workarounds to produce management and Council-facing reports.
- Limited drill-down capabilities from financial statements to underlying transactions, making research and issue resolution time-consuming.
- Chart of accounts structure that is difficult to change and not well-aligned with current reporting needs for programs, projects, and grants.
- Month-end and year-end close processes require significant manual coordination and checklists outside the system.
- Difficulty reconciling subledgers (e.g., Utility Billing, AP, Payroll) to the general ledger quickly and consistently.

3. Budgeting & Planning

Key budgeting and planning pain points include:

- Budget development is fragmented across multiple spreadsheets and emailed files, creating version control risks.
- Scenario modeling (what-if analysis) is limited, making it hard to evaluate options for rates, staffing, and projects.

- Budget amendments and transfers are tracked in separate tools or on paper, leading to inconsistent audit trails.
- Departmental engagement in the budget process is constrained by limited self-service tools and visibility into real-time budget-to-actuals.

4. Procurement & Accounts Payable

Key procurement and AP pain points include:

- Requisition, purchase order, and invoice workflows are not fully automated, resulting in paper-based or email-based approvals.
- Limited visibility into encumbrances and remaining budget at the time of purchase request submission.
- Vendor onboarding and maintenance processes are manual, with limited tracking of compliance items (e.g., W-9s, insurance).
- Purchase card (P-Card) transactions require manual reconciliation and coding to the general ledger.
- Reporting on open purchase orders, contract balances, and spend by vendor requires manual data pulls and manipulation.

5. Payroll & Human Resources

Key payroll and HR-related pain points include:

- Multiple handoffs between HR, timekeeping, and payroll systems increase the risk of data entry errors and delays.
- Complex pay rules (overtime, holiday, stipends, grant-funded positions) are difficult to administer consistently in the current system.
- Employees and supervisors have limited self-service capabilities for viewing pay information and managing leave requests.
- Reporting on labor costs by fund, department, project, and grant requires significant manual effort.

6. Utility Billing & Cashiering

Utility Billing and cashiering represent a major focus area for improvement. Pain points identified by Utility Billing staff (including Dee's notes) include:

- Integration with READY Manager meter reading is limited and requires manual intervention to handle exceptions, large meters, hydrant usage, and special reads.
- Deposit management is difficult, with limited tools to track customer and construction deposits, apply or refund deposits, and regularly identify accounts eligible for refund. Staff report that the City is likely losing money due to deposits and batch processes that are not fully controlled.
- Batch payment processing and cashiering workflows are complex and prone to errors, increasing the risk of misapplied payments and revenue leakage.

- Current processes for penalties, tampering fees, and special charges (e.g., DSF-type fees) are cumbersome, and related reporting is limited.
- Policies such as handling of returned checks (e.g., three returned checks in a year) are not fully enforced by the system and require manual tracking.
- Support for payment extensions and related account locks/unlocks is not well-automated, creating inconsistencies in how extensions are granted and monitored.
- Customer notifications (bills, late notices, shutoff warnings) are not as timely, flexible, or multi-channel as desired. Staff would like better use of email and text messaging in addition to printed notices.
- Customer self-service capabilities are limited; customers have minimal ability to view usage, see account history, or manage payments online through a modern portal.
- Reporting for Utility Billing (e.g., accounts by status, aging, penalties assessed, deposits on file, leak indicators) is fragmented and often requires manual compilation from multiple sources.

7. Reporting & Transparency

Key reporting and transparency pain points include:

- Difficulty producing timely, consistent, and reconciled reports for department heads, executive leadership, and City Council.
- Limited ability for non-IT, non-finance users to run their own ad hoc reports or dashboards without extensive training.
- Manual effort required to support transparency initiatives and tools (e.g., public-facing budget or financial dashboards).
- Reports across modules (Finance, HR/Payroll, Utility Billing) are not easily combined to provide a holistic view of operations.

8. Technology, Integrations & Data

Key technology and integration pain points include:

- The current STW platform is approaching end-of-life, creating long-term support and cybersecurity concerns.
- Integrations with systems such as NeoGov, ClearGov, READY Manager, banking platforms, and other line-of-business applications are limited, fragile, or dependent on manual file exchanges.
- Audit trails, logs, and system monitoring are not as robust or accessible as desired for troubleshooting and compliance.
- Data migration concerns exist due to historical data quality issues, inconsistent coding, and the need for crosswalks to new account structures.

9. Security & Controls

Key security and internal control pain points include:

- Role-based access and segregation of duties are not consistently enforced within the current system.

- Logging and alerting for unusual or high-risk activity are limited, making it harder to detect and investigate incidents.
- Change management and configuration control for the financial system are not as mature as desired.

10. Cross-Cutting Improvement Themes

Across all areas, several themes repeat and should be addressed by the new Financial Management System / ERP solution:

- Reduce manual work, spreadsheets, and duplicate data entry through integrated workflows and automation.
- Provide better tools for reconciliation and revenue assurance, especially in Utility Billing and cashiering.
- Improve usability and self-service for both staff and residents through modern interfaces and portals.
- Strengthen security, auditability, and internal controls while simplifying user access management.
- Deliver flexible, user-friendly reporting and analytics that support both day-to-day operations and strategic decision-making.



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

ATTACHMENT C

PROPOSAL SUBMITTAL CHECKLIST

This Proposal Submittal Checklist is provided to help Respondents ensure that all required components of their proposal have been prepared, properly labeled, and included in the submission package in accordance with the RFP instructions.

Respondents are strongly encouraged to use this checklist as a final quality-control tool before submitting their proposals. The checklist is not a substitute for reading and complying with the full RFP; however, failure to submit required items may result in the proposal being deemed non-responsive and not considered for award.

The City of Marshall may also use this checklist during intake and initial compliance review to verify that all required documents and forms have been received.

Respondents should:

- Review each item below.
- Confirm that the requested document or form has been completed in full, signed where required, and included in the submission.
- Check each box in the “Completed” column and return this checklist (Attachment C) with the proposal package.

SECTION 1 – CORE PROPOSAL DOCUMENTS

Cover Letter (Section 6.3.1)

- Signed by an authorized officer with authority to bind the company.
- Confirms acceptance of RFP terms (or notes that exceptions are listed separately).
- Identifies the proposed ERP Project Manager and key contact information.

Executive Summary (Section 6.3.2)

- Provides a high-level overview of the proposed solution and why it is the right fit for the City of Marshall.
- Summarizes understanding of the City's objectives, critical success factors, and key project risks.

Company Background and Qualifications (Section 6.3.3)

- Includes organizational overview, financial and organizational stability, and relevant public-sector ERP experience.
- Describes at least three (3) comparable projects in the last five years.

Proposed Solution Overview (Section 6.3.4)

- Describes the proposed ERP product, core architecture, user experience, and key capabilities.
- Explains how the solution addresses the City's current challenges and supports all required modules (financials, HR/payroll, UB, procurement, budgeting, etc.).

SECTION 2 – MANDATORY ATTACHMENTS & TECHNICAL CONTENT

Completed Attachment A – Functional & Technical Requirements Workbook (Excel) (Section 6.3.5)

- Excel file titled “Attachment A – Functional & Technical Requirements Workbook – [Vendor Name].xlsx” has been fully completed.
- Every requirement has a Vendor Response / How Delivered code and appropriate comments where needed.
- File structure (tabs, requirement IDs, row order) has not been altered.

Acknowledgment and Use of Attachment B – Business Process, Pain Points, and Technical Needs Summary

- Proposal narrative clearly acknowledges review of Attachment B.

- Proposal explains how the solution addresses the business process pain points and desired future-state capabilities summarized in Attachment B.

Implementation Approach and Project Plan (Section 6.3.6)

- Includes implementation methodology, phases, timeline, major milestones, governance model, staffing plan, and risk management approach.

Data Migration and Integration Approach (Section 6.3.7)

- Addresses scope, tools, roles, responsibilities, validation, reconciliation, document/image migration, integration architecture, and post-go-live stabilization.

Training and Change Management Approach (Section 6.3.8)

- Describes training strategy by user group, materials, change management framework, and approach to measuring training effectiveness.

Support and Maintenance Plan (Section 6.3.9)

- Describes support tiers, help desk model, escalation paths, SLAs, release management, and post-go-live hypercare.

SECTION 3 – PRICING AND COMMERCIAL DOCUMENTS

Attachment E – Pricing Forms (Summary & Detailed) (Section 6.3.10)

Completed Excel file named 2025-IT1201 MARSHALL ERP RFP_Pricing_[Respondent Firm Name].xlsx, including year-by-year pricing sufficient to calculate a ten (10) year Total Cost of Ownership (TCO). All one-time, recurring, required, optional, and third-party costs are clearly identified in accordance with the Attachment E – Pricing Forms Instructions.

Exceptions to RFP / Contract Terms (Section 6.3.11)

- If applicable, all exceptions are clearly listed with RFP section references and proposed alternative language.
- If there are no exceptions, the proposal explicitly states, “No exceptions” or “Respondent accepts all terms.”

SECTION 4 – REQUIRED FORMS AND QUESTIONNAIRES

Attachment D – Vendor Proposal & Signature Form

- Completed and signed by an authorized representative.

Attachment F – Technical & Hosting Questionnaire

- Fully completed with responses describing the technical architecture and hosting approach.

Attachment G – Information Security & Privacy Questionnaire

- Fully completed with responses describing security controls, privacy practices, and compliance posture.

Attachment H – Reference Forms

- Completed reference forms for at least three (3) relevant public-sector clients.

Attachment I – Exceptions / Deviations Form

- Completed to match the Exceptions section of the proposal (or marked “None”).

Attachment J – Subcontractor Disclosure Form

- Completed and submitted, including all proposed subcontractors and their roles (if any).

Attachment K – Statutory & Compliance Forms Packet

- All required statutory and compliance forms completed and signed, including (as applicable):
 - Conflict of Interest Questionnaire (CIQ)
 - HB 89 Israel Boycott Certification
 - SB 252 / 2252.152–154 Terrorist/Sanctioned Countries Certification
 - 2274 Fossil Fuel & Firearms Boycott Certifications (if applicable)
 - Debarment / Suspension Certification
 - Non-Collusion Affidavit
 - Tax/Franchise Good Standing Statement
 - Insurance & Indemnification Acknowledgment
 - Notices regarding HB 1295 (with acknowledgment that Form 1295 will be filed upon award).

SECTION 5 – FORMAT, COPIES, AND DELIVERY

Proposal Format Compliance

- Main proposal organized in the order specified in Section 6.3 – Proposal Format.
- Pages numbered, with Respondent name in header/footer, and using required font and margin standards.

Hard Copies Prepared

- Three (3) hard copies provided, with one clearly marked “Original” and bearing original signatures.

Electronic Copies Prepared

- One (1) electronic copy of the proposal in searchable PDF format, labeled as:
 - `2025-IT1201 MARSHALL ERP RFP_Respondent Firm Name.pdf`
- One (1) electronic copy of the pricing in Excel format, labeled as:
 - `2025-IT1201 MARSHALL ERP RFP_Pricing_Respondent Firm Name.xlsx`

Package Labeling and Delivery

- Outer package labeled per RFP instructions (company name, contact, “Attention: Jay McCrary”, RFP number, and address).
- Proposal submitted to the correct location by the deadline, with no fax submissions.

RESPONDENT CERTIFICATION

By signing below, the Respondent certifies that this checklist has been reviewed and that all required items have been completed and included in the proposal submission.

Respondent Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

Attachment D – Vendor Proposal & Signature Form

CITY OF MARSHALL, TEXAS

RFP No. 2025-IT1201

New Financial Management System / Enterprise Resource Planning (ERP) System

VENDOR PROPOSAL & SIGNATURE FORM

1. Vendor Information

Legal Company Name: _____

DBA (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Website: _____

Primary Contact for this Proposal:

Name: _____

Title: _____

Phone: _____

Email: _____

Remittance / Billing Contact (if different):

Name: _____

Title: _____

Phone: _____

Email: _____

2. Proposal Certification

By signing below, Vendor hereby certifies and acknowledges the RFP terms, non-collusion, authorization, and accuracy of the proposal.

3. Addenda Acknowledgement

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. Signature

Authorized Representative (print name): _____

Title: _____

Signature: _____ Date: _____



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

ATTACHMENT E PRICING FORMS (SUMMARY & DETAILED)

PRICE PROPOSAL

Respondent must submit a Price Proposal. The submitted price response must include all costs of performing pursuant to the final posted contract. The awarded respondent must hold the accepted prices and/or costs for the entire contract period. Costs or difference in prices not agreed to will not be paid unless The City of Marshall and the Respondent sign an addendum to the contract before any work is completed or a new contract is awarded. Price Proposal forms must be sealed, marked, and included separately from the technical qualification response. Electronic submission must include the price response in a separate document from the response. This information does not count toward any page limit.



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

Attachment H – Reference Form

CITY OF MARSHALL, TEXAS

RFP No. 2025-IT1201

New Financial Management System / Enterprise Resource Planning (ERP) System

REFERENCE FORM – PUBLIC SECTOR ERP IMPLEMENTATION

Vendor shall provide at least three (3) municipal government references.

Client Name (Agency / Jurisdiction): _____

Address: _____

Type of Organization: _____

Population / Service Size: _____

Project Name: _____

Primary Client Contact (Name/Title/Phone/Email): _____

Project Scope (check modules implemented), Dates, Contract Type, Value, Description of Project and Outcomes, Unique Aspects Comparable to City of Marshall.

Client Name (Agency / Jurisdiction): _____

Address: _____

Type of Organization: _____

Population / Service Size: _____

Project Name: _____

Primary Client Contact (Name/Title/Phone/Email): _____

Project Scope (check modules implemented), Dates, Contract Type, Value, Description of Project and Outcomes, Unique Aspects Comparable to City of Marshall.

Client Name (Agency / Jurisdiction): _____

Address: _____

Type of Organization: _____

Population / Service Size: _____

Project Name: _____

Primary Client Contact (Name/Title/Phone/Email): _____

Project Scope (check modules implemented), Dates, Contract Type, Value, Description of Project and Outcomes, Unique Aspects Comparable to City of Marshall.



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

Attachment I – Exceptions / Deviations Form

CITY OF MARSHALL, TEXAS

RFP No. 2025-IT1201

New Financial Management System / Enterprise Resource Planning (ERP) System

EXCEPTIONS / DEVIATIONS FORM

Vendor Name: _____

Vendor takes NO exceptions or deviations to the RFP requirements and will fully comply with all terms and conditions as stated.

Signature: _____ Date: _____

If the Vendor does take exceptions, list them in a table with columns: #, RFP Section / Attachment Reference, Description of Exception / Deviation, Vendor's Proposed Alternative Language or Approach.



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

Attachment J – Subcontractor Disclosure

CITY OF MARSHALL, TEXAS

RFP No. 2025-IT1201

New Financial Management System / Enterprise Resource Planning (ERP) System

SUBCONTRACTOR DISCLOSURE AND DEVIATIONS FORM

Vendor Name: _____

Vendor does not anticipate using any subcontractors for this engagement.

Vendor does anticipate using subcontractors and discloses them in a table with columns: #, Subcontractor Company Name, Address / Location, Services to be Provided, Estimated % of Total Contract, Key Staff Names & Roles, Is Subcontractor proposed for Critical Services? (Y/N).

Authorized Representative Signature: _____

Name / Title: _____

Date: _____



REQUEST FOR PROPOSAL

RFP No. 2025-IT1201

New Financial Management System (FMS) / Enterprise Resource Planning (ERP)

ATTACHMENT K

STATUTORY & COMPLIANCE FORMS PACKET
MUST BE COMPLETED AND RETURNED AS PART OF SUBMISSION

CONTRACT REQUIREMENTS TABLE OF CONTENTS

- K1. Conflict of Interest Questionnaire (CIQ)
- K2. HB 89
 - A. Energy Form
 - B. Firearms Form
 - C. Israel Boycott Certification
- K3. SB 252 / Gov. Code 2252.152–154 Certification
- K4. Debarment/ Suspension Certification
- K5. Non-Collusion Affidavit
- K6. Texas Sales Tax Exemption Information
- K7. Insurance & Indemnification Acknowledgement
- K8. Texas Public Information Act
- K9. Drug Free Workplace Policy
- K10. Disclosure of Relations with City Council or City of Marshall Employee
- K11. Protest Procedure
- K12. Minority / Women owed Business Certification

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and file CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the City or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Marshall.

When does a conflict requiring disclosure exist? What has to be revealed?

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Marshall and the vendor:

- (1) has an employment or other business relationship with an officer of the City of Marshall, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
- (2) has given an officer of the City of Marshall, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
- (3) has a family relationship with an officer of the City of Marshall.

What family relationships create a conflict?

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Marshall?

Officers are the members of the Marshall City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Marshall or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Marshall officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at:

<https://statutes.capitol.texas.gov/docs/lg/htm/lg.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Marshall

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Identify and describe the relationship, if applicable

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2276.001-002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

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

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

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

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2276.001-002

By signing below, Contractor hereby verifies that Section 2276.001-002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

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

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

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

by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

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

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

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

INFORMATION ABOUT FORM 1295 DISCLOSURE

A business entity entering into a contract which is approved by the Marshall City Council for services, goods or other property to be used by the City of Marshall is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. A Form 1295 may also be required if a contract with the City is changed, amended, extended, or renewed.

House Bill 1295 found in Texas Government Code Chapter 2252 requires a “business entity” that:

- (1) enters into a contract which must be approved by the Marshall City Council
- (2) for services, goods or other property
- (3) to be used by the City of Marshall

to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **“Business entity” means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. It includes for-profit and non-profit entities. A contract with an individual is not a contract with a business entity.** A Form 1295 is not required for contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

The Texas Ethics Commission has adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295 (approved in 2015).

Form 1295 requires disclosure of interested parties (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: <https://prd.tecprd.ethicsefile.com/File/>

A business entity entering into a contract for services, goods or other property with the City of Marshall must use that website application to enter the required information on Form 1295 and then print or download a copy of the form. The printed Form 1295 will have unique certification number assigned by the Commission in the upper right part of the Form. An authorized agent of the business entity must sign a printed copy of the Form. The executed Form 1295 must be filed with the City of Marshall. The form can be scanned and emailed to the City, faxed to the City, mailed to the City, or delivered to the City. The City is then required to notify the Commission using the Commission’s website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission’s website.

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Contractor acknowledges that effective September 1, 2017, the City is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85th Texas Legislature). The Code requires the Texas Comptroller to prepare and maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Further, the law prevents a governmental entity from entering into a contract with a company that is identified on the list prepared and maintained by the Texas Comptroller. By executing this Agreement, Contractor certifies that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or foreign terrorist organization, and notwithstanding anything contained herein, the representations and covenants contained in Texas Government Code Section 2252.152 shall survive termination of this agreement until the statute of limitations has run.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

INSTRUCTIONS FOR CERTIFICATION REGARDING

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Project Name: _____

Location: _____

RFB/RFP #: _____

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Marshall Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company

Name and Title of Authorized Representative

Signature

Date

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name:

Title:

Company:

Date:

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

(the person who signed above), known to me to be the persons whose names are
subscribed to the foregoing instruments, and acknowledged to me that they executed same for the
purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____ A.D., 20____.

(Seal)

Notary Public Signature

TEXAS SALES TAX EXEMPTION INFORMATION

Under section 151.309 of the Texas Tax Code, the City of Marshall is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property are also exempt from sales tax. In other words, materials and supplies that are entirely consumed or used up on a construction job for the City of Marshall can be purchased without paying state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Marshall.

To claim this exemption, a contractor purchasing materials and supplies (as the buyer of the materials and supplies) will have to complete a Texas Sales and Use Tax Exemption Certification form to submit to the seller at the time of the purchase. The exemption form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-I-forms.html>
<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

(The City of Marshall will provide an executed exemption certification to the contractor awarded a construction contract to assist in making claim for the sales tax exemption for materials to be used under that contract.)

In completing the exemption form, a contractor will:

- (1) list itself as the purchaser, not the City of Marshall;
- (2) fill in the name and required information about the seller;
- (3) describe the item being purchased or attached order or invoice - the only items included must be items that will be entirely consumed or used in the project for the City of Marshall;
- (4) state reason for claiming the exemption (suggested wording - "Taxable item purchased for use under contract to improve realty for exempt organization, namely the City of Marshall, Texas, for Project or Job No. __" or "Materials/supplies will be used entirely in an exempt contract for the City of Marshall, Texas, for Project or Job No. __").

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website:
<http://www.window.state.tx.us/taxinfo/sales/>

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:
<http://statutes.capitol.texas.gov/Docs/TX/htm/tx.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=291](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=291)

34 TAC Section 3.291 in Subchapter O deals specifically with Contractors.

The above information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.

PLEASE SIGN AND RETURN WITH BID

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico (<i>Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.</i>)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, _____ State, _____ ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
-----------	-------	------

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P. O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, _____ State, _____ ZIP _____ code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here	Title	Date
-------------------------------	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do W21, send the completed certificate to the Comptroller of Public Accounts.

City of Marshall Insurance & Indemnification Requirements
Professional Services – Technology

Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Comprehensive General Liability Including: <ul style="list-style-type: none">• Premises/Operations• Products Liability/Completed Operations• Personal & Advertising Injury• Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none">a. Owned/leased vehiclesb. Non-owned vehiclesc. Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Cyber Liability <ul style="list-style-type: none">a. Business Interruptionb. Data loss/destructionc. Computer fraudd. Cyber Extortione. Incident Response and Privacy Notification	\$1,000,000
Tech E&O Liability	\$1,000,000

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Modification of Insurance Requirement: The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Marshall and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Finance Office by U.S. Postal Service to City of Marshall, ATTN: Finance, 401 S. Alamo Blvd. Marshall, Texas 75670. To send by email, please contact the Finance Office at 9039354421 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may

occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

TEXAS PUBLIC INFORMATION ACT
Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Marshall are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
 - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) Contractor's policy of maintaining a drug-free workplace;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
 - (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
 - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.
2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____ Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

**DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY
OF MARSHALL**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: _____

Is the above entity: **(Check one)**

A corporation A partnership A sole proprietorship or an individual
 Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Marshall?

NO -- there is no such relationship between Entity/Business/Person and the City of Marshall.

YES, a person who is a/an owner, principal, or manager of this entity/business/person

is: **(Check all applicable boxes below)**

related to by blood or marriage* and/or a member of the same household as

and/or financially dependent upon** and/or financially supporting**

to a City of Marshall City Council member, officer or employee.

* As used here, “related to” means a spouse, child or child’s spouse, and parent or parent’s spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, “financially dependent upon” and “financially supporting” refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Marshall, or that Council member, officer or employee of City of Marshall provides to owner, principal or manger of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).

YES, a person is **(Check all applicable boxes)**

(a) a current City of Marshall City Council member, officer or employee,

(b) and is an owner, a principal, or a manager of the entity/business/person listed in #1,

or an employee or an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: _____ Phone #: _____ Date: _____

Print Name: _____ Print Title: _____

PROCEDURE TO PROTEST AWARD RECOMMENDATION

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.**
- B. The written protest may be hand delivered to the City's Purchasing Services in the Finance Department ("Purchasing") in person to the department offices located at 401 S. Alamo, **Marshall, Texas, 75670**, or by certified mail, return receipt requested, to the following address:**

**C/O Purchasing
Finance Department
City of Marshall
Marshall, Texas 75670**
- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.**
- D. The written protest must include the following information before it may be considered:**
 - 1. Name, mailing address, and business phone number of the protesting party;**
 - 2. Identification of the RFB being protested;**
 - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and**
 - 4. Any documentation or other evidence supporting the protest.**
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.**
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.**
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.**
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.**
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.**

CITY OF MARSHALL

MINORITY / WOMEN OWNED BUSINESS CERTIFICATION

The City of Marshall is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

YES NO

If yes, check one of the blocks (indicate male or female):

Black M/F ; Hispanic M/F ; Woman ; Asian M/F ;

Native American M/F ; Service-Disabled Veteran of 20% or more M/F

HUB certified YES NO

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____