Center for Life Resources

PO Box 250
Brownwood, Texas 76804
Phone 325-646-9574
Fax 325-646-7590

Request for Proposal for
Financial / Human Resources / Payroll
Software

PROPOSALS WILL BE RECEIVED UNTIL 5:00 PM ON
APRIL 10, 2017

PURPOSE

The Center for Life Resources (Center), requests for proposals (RFPs) for the provision of a software package(s) to provide and manage Accounting/General Ledger, Financial Information, Accounts Receivable, Purchasing/Purchase Orders, Fixed Assets, Human Resources functions/data and Payroll functions.

BACKGROUND

The Center is a local mental health and mental retardation authority serving as such in seven (7) counties in Central Texas. Primary office is located in Brownwood, Texas. The Center receives federal and state financial assistance through performance contracts with Texas Department of Health and Human Services (HHSC) which oversees the state financial contracts for HHSC and other related state and federal grant programs. The Center has approximately 190 employees and multiple contractors.

Process

Vendor Proposals due	April 10, 2017
Evaluation of Vendors	April 11, 2017 – April 20, 2017
Vendor Selection	April 28, 2017

Receipt of Vendor Proposals

Five copies of the RFP must be submitted to Center for Life Resources, ATTENTION: James Barnes, PO Box 250, Brownwood, TX 76804-0250, or via Fed-ex or UPS to Center for Life Resources, ATTENTION: James Barnes, 408 Mulberry Street, Brownwood, TX 76801. Proposals must be received by 5:00 pm Central Daylight Time, Monday, April 10, 2017. No fax proposals will be accepted. Questions concerning the proposal process may be submitted to j.barnes@cflr.us.

Specify "Software Proposal" and your company name in the subject line. Separate proposals are required for each software function unless two or more functions are combined in one software package. Each proposal should specifically address each requirement described in the proposal requirements.

Proposal Requirements

Proposals are required to address the following:

a. A brief profile of the company and a description of its financial management software.

b. A certified statement that the vendor is not disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

c. A minimum of two (2) business references to include business name, address, contact name, email address and telephone number.

d. Any additional information considered essential to the proposal.

General Information

a. Right to Accept or Reject Any Or All Proposals. The Center reserves the right to accept or reject any or all proposals submitted and to waive any informality in proposals received. Center reserves the right to request additional information from proposers. Award will be made to the provider which, in the opinion of Center, is the best qualified and is in the best interest of Center.

b. Late Proposals. Proposals received after the submission deadline shall be unopened and will be considered void and unacceptable.

c. Altering Proposal. Proposals cannot be altered after the submission deadline. Any interlineations, alteration, or erasure made before the opening must be initialed by the signer of the proposal.

d. Addenda. Any interpretations, corrections, or changes to this Request for Proposal will be made by addenda. Addenda will be posted on the Center website, www.cflr.us, and mailed, faxed, or emailed to all parties that are known to have received a copy of the Request for Proposal.

e. Oral Interviews. Oral interviews may be required.

f. Proposals Retained. All proposals submitted become the exclusive property of the Center.

g. Changes. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/requirements.

h. Ethics. The proposer shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the Center (see attached Key Persons List). Proposer must attest to this by completing the attached Conflict of Interest Questionnaire and submitting with this RFP.

i. Minimum Standards for Responsible Proposer. A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;

2. Be able to comply with the required or proposed delivery schedule;

3. Have a satisfactory record of performance; and

4. Be otherwise qualified and eligible to receive an award.

j. <u>Rights to Request Additional Information</u>. Center may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

k. <u>References</u>. Center requires proposer to furnish, with this proposal, a list of at least two (2) references where like services have been supplied by the provider. Include the name of the business, address, contact name, email, and telephone number.

l. <u>Documentation</u>. Proposer shall provide, with this proposal response, all documentation required by the proposal. Failure to provide this information may result in rejection of the proposal.

m. <u>Silence of Specifications</u>. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

n. <u>Legibility</u>. Proposals <u>must be</u> legible and of a quality that can be reproduced.

o. <u>Vendor Proposal and Demonstration Costs</u>. All costs incurred by the proposer associated with preparing proposal responses shall not be charged to the Center.

p. <u>Sales Tax</u>. Center is, by statute, exempt from State sales tax and Federal excise tax.

q. <u>Time of Award</u>. Award may be made during a Center Board of Trustees meeting (planned for April). Center reserves the right to schedule a Special Called Meeting on another date for the purpose of making the award.

r. <u>Contract Award</u>. Awarding of the contract will be made by Center's Board of Trustees or designated appointee. The term of this agreement will begin upon final execution of the contract by both parties and will extend until final acceptance of the completed project by the Center.

The following provisions may apply to the contract with the selected provider:

a. <u>Contract</u>. Center reserves the right to negotiate a contract with the selected provider. This proposal, when properly accepted by the Center, shall constitute a contract equally binding between the successful proposer and Center. No different or additional terms will become part of this contract. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for the contract, Center may restrict, reduce, or terminate funding for the contract.

No contract shall be deemed to exist between Center and provider until a mutually acceptable, comprehensive and binding agreement has been executed by Center and provider. A countersigned copy of the proposal or any other preliminary written agreements shall not suffice to bind Center to any legal obligation of any kind whatsoever with regard to the work considered hereby.

b. <u>Indemnification</u>. The provider will indemnify Center against any claims, demands, and judgments of sums of money to any party accruing against Center for the loss of life or injury or damage to persons or property growing out of or resulting from this agreement.

c. Termination for Default. Center reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Center. Non-performance of the provider in terms of specifications shall be a basis for the termination of the contract by Center. The Center shall not pay for services which are unsatisfactory. Provider will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination. This contract may be terminated for any reason with or without cause by Center with the submission of 60 days written notice.

d. Independent Contractor. Provider will be considered an independent contractor and not an employee of Center for any purpose. Center will not withhold or pay on behalf of Provider any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to Provider any of the benefits, including workers' compensation insurance coverage, afforded to employees of Center. All such benefits, if any, are the sole responsibility of the Provider.

e. Insurance. Provider agrees to maintain at its sole cost and expense policies of general and liability insurance coverage in order to insure Provider and Center against any claim for damages arising in connection with Provider's responsibilities under the contract. The provider shall furnish copies of general and liability insurance policies and a certificate of insurance to Center prior to execution of the contract.

f. Certification of Child Support Payment Obligor. Under Section 231.006 (Texas Family Code related to child support), a contractor is considered ineligible to receive payments from Center in the event contractor is past due on child support payments.

g. Contractual Abeyance or Bar. Prior to the execution of a contract, Provider must notify Center if it is, or becomes held, in abeyance or barred from the award of a federal or state contract during the term of the contract.

Confidentiality of Information

In accordance with Texas Health and Safety Code, Chapter 611, and the Texas Administrative Code, Chapter 414, subchapter A "Protected Health Information," Vendor may not disclose confidential communications or records except as provided by Section 611.004 or 611.0045.

Preparation Costs

Any and all preparation costs incurred by a vendor in developing proposals, presentations, demonstrations, or any other activity in responding to this RFP are the sole responsibility of the vendor and will not be reimbursed.

REQUIRED FORMAT FOR RESPONSES

Executive Summary

Include an executive summary with your understanding of the project and an overview of your solution.

Vendor Questionnaire

Supply a brief statement of your company's background, organizational structure, size, evolution of product line, and scope of services.

Supply any comments concerning features which you feel distinguish your system from that of other vendors.

Define in detail, the availability and cost of on-going support for your system, once installed.

- How many technical support employees does the vendor have?

- What are the hours of support (spanning all time zones)?

- Is telephone support provided?

- Is on-line support provided?

- Is a website available?

- Define pricing structure for customer support.

How frequently are enhancements and fixes distributed?

Is there a user group for this package?

Technical Questionnaire

Describe the hardware requirements for your software package.

What the bandwidth requirements?

Is there a limit to the number of users at one time?

Is your system compatible with Windows 10 and Microsoft Office?

Is your system web, cloud, or local server based?

If web or cloud-based, is the storage server in the United States?

Describe the solution software platform (Oracle, SQL, other…).

Can data be exported (CSV, Text Comma-Delimited, etc.)?

Describe your system integration capabilities.

Does the system come with a report writer?

Describe system controls used to ensure data integrity.

Describe the type of audit trails used by the system.

Describe the system access security.

What is the backup process, and is it in the United States?

What is your average downtime for the system? What is your time for resolution to a problem?

Software Questionnaire

Complete the software questionnaires provided in Sections 4, 5, and 6.

Implementation Approach

Provide a description of your implementation approach.

Training

Provide a description of your training offerings, including class listing and description, course schedules, on-site, and locations.

Is there a "Test or Non-live" environment for staff to use?

Maintenance and Support

Describe your maintenance and support plans.

Cost Questionnaire

Identify duration of cost, e.g. one-time, monthly or annual. Complete cost itemizations, and subtotals and totals for each category must be provided for all hardware, software, and ancillary services, including but not limited to:

- Software
- Implementation
- Conversion
- Documentation
- Training
- Annual Operating Expense
- Additional Support Services

4. **Software Questionnaire – Financial Management Questionnaire**

Requirement	Available	Available with Modification	Not Available
General			
Provide custom user-specific startup screens based on user rights / preferences, including ability to store user-specific tasks on startup screen			
Ability to integrate with Microsoft Office Suite for copying, pasting and export functionality			
Online Lookups / Screens			
Provide an easy to use and navigate client (e.g., uses features found in web browsers such as hyperlinks, favorites/ bookmarks, forward/backward).			
Allow the standard search to be customized by our institution (customization of fields one can search by).			
Provide a drill-down system with summarized information at the highest level and detail available at lower levels.			

Requirement	Available	Available with Modification	Not Available
Provide view-only capabilities to department managers without the ability to write to the database.			
Allow user-specific dashboards with drill-down capability.			
Data Entry			
Provide a document management system that allows the attachment of images, text and/or documents (e.g. word processing documents, email messages) to each account.			
Provide standard import/export capabilities.			
Security			
Provide a robust security system that allows groups of users to be established and specific permissions to be assigned to each group. Permissions must allow or deny access to view, insert, update or delete data by screen, table, field and value within a field.			
Allow for segregation of duties based on security settings, i.e., tasks assigned to individuals.			
General Ledger/Reporting			
Provide a flexible user-definable chart of accounts structure that allows easy clustering of GL segments (fund, cost center, account, and subaccount).			
Ability to have multiple general ledgers.			
Provide a chart of accounts and trial balance reports based on user request.			
Provide a way to attach additional data (i.e. attributes) to account/project code that changes periodically (unit, department, purpose of account).			
Keep unlimited years of transaction data easily accessible.			
Prevent out-of-balance transactions from being assigned a transaction number or being posted to the general ledger.			
Be able to key in large journal entries into excel or comma delineated format and import into the general ledger.			
Allocation Management to allocate costs by reporting units			

Requirement	Available	Available with Modification	Not Available
Allow posting (primarily journal entries) to future periods.			
Allow for subsidiary companies and should automatically record consolidating entries.			
Allow the user to run a journal entry report and view on screen prior to posting with the ability to edit the entry.			
Not allow editing of transactions already posted.			
Create an audit trail of all activities indicating the name of the user and the change being made.			
Have the ability to correct transactions without compromising the resulting audit trail.			
Adjustments should link/tie back to the original transaction.			
Have the ability to drill down from transactional detail to original source documents in subsidiary ledgers.			
When drilling down into detail, must be able to quickly see posting date, reference, source of transaction and other pertinent information.			
Be able to view activity and balances online (vs. running/printing reports).			
Be able to filter information for reports using both account segments and/or attributes information.			
Generates internal financial statements that provide monthly financial status (budget to actual comparison for the month), year-to-date budget to actual analysis with comparative data for same period in the prior year.			
Generate financial statements without manual involvement that are in full compliance with the standards set forth by the Governmental Accounting Standards Board (GASB), generally accepted accounting principles (GAAP) for government organizations and other authoritative guidance/bodies.			
Allow for the preparation of periodic trend analysis comparing financial results for a number of years.			
Allow cross fiscal year reporting with online queries and reports.			

Requirement	Available	Available with Modification	Not Available
Allow for the customization of "canned" financial reports to quickly and easily satisfy ad hoc requests for information.			
Produce a statement of revenues and expenditures and a balance sheet for each fund, even though only 1 checking account is maintained for multiple funds.			
Maintain separate principal and income balances for each of the foundation's endowment projects.			
Have the capability of some audit reporting such as subsequent receipts and disbursements reports.			
Have a simplified monthly close process. Once a month is closed there must be a way to reopen to post-audit or other entries to that period. Adequate system controls over this process must exist.			
Be able to keep multiple years open at the same time.			
Allow end users to run any reports provided by the system as long as they have the proper security credentials.			
Allow forward posting and automatic reversal.			
Allow for flexible fiscal year processing.			
Report writers for custom reports, including graph and charts.			
Flexible account structure.			
Drill down from Cost Center/Account to A/P distribution or payroll for detail.			
Allow for recurring journal entry batches.			
Allow copying of prior batches for journal entry creation.			
Project/Grant Tracking			
Allow project/grant revenue and expense tracking across multiple years.			
Provide monitoring reports to show project/grant to-date expenditures by month against budgets by defined category.			
Report project activity on a detailed or summary level.			
Budgeting			
Allow for the entering of budget data and reporting of that data.			
Perform payroll budgeting on a per-employee basis			

Requirement	Available	Available with Modification	Not Available
Execute driver-based planning by using parameters and costs that drive our organization			
Provide real-time budget to actual query capabilities for budget managers.			
Be able to maintain multiple versions of budgets for the same period to be used for what-if analysis.			
Allow a 'budget copy feature' which would allow budget to be build based on prior periods actual expenditures.			
Accounts Receivable			
Generate invoices and record AR to accounts			
Provide revenue reports, aging reports, and individual client statements			
Accounts Payable			
Be fully integrated with general ledger and other system modules.			
Provide automated writing of checks.			
Provide adequate controls to prevent unauthorized check writing.			
Be able to edit invoices prior to posting.			
Not be able to change posted invoices.			
Have the ability to issue one check for multiple invoices to the same vendor, or separate checks for the same vendor in the same batch (i.e. we can select which option we want).			
Generate a register of checks written.			
Provide check renumbering capability in case checks are spoiled in printing.			
Allow selection of invoice to approve or pay based on criteria we define.			
Provide an option for manually issuing checks.			
Provide the capability to record and report on manual checks written. The system should accept payment information, generate required journal entries with a different source code than regular checks, and enter check on check register and outstanding check file.			
Be able to make partial payments on open invoices.			
Ability to create ACH transaction files			
Allow vendor payments from various bank accounts			

Requirement	Available	Available with Modification	Not Available
Permit payment distribution to multiple accounts, including distribution to different cost centers, funds, programs, projects, and grants.			
Allow distribution tables to be established and reused for invoice distribution.			
Flag and prevent duplicate payments based on vendor and voucher amount and/or invoice number.			
Prevent AP coding to invalid or inactive GL accounts.			
Notify accounts payable clerk if invoice is creating a negative balance for a project account.			
Provide for the encumbrance of monies in individual projects through the use of basic purchase orders. The encumbered amount must be considered when allowing invoices to be paid by a certain project.			
Maintain open accounts payable records. Summary reporting of accounts payable by fund and account number, due date, vendor address or any other user-defined attribute is required.			
Allow for date-to-date check registers. In addition, invoice registers must be able to be run based both on due date and on entry date.			
Provide for easy management of vendor data including vendors with multiple addresses, EIN's numbers, etc.			
Have ability to generate reports on vendor data and vendors by account.			
Provide user with a simple method of handling 'one-time' vendors.			
Maintain vendor records for multiple fiscal years with the ability to compress or backup and purge old records by invoice numbers or fiscal years.			
Notify accounts payable clerk of similar vendors already in system when a new vendor is being created to minimize risk of duplicate vendors in the system.			
Accept bank file for cash account to automate reconciliation.			

Requirement	Available	Available with Modification	Not Available
Provide capability to clear checks paid by the bank on a daily basis and generate an outstanding check register.			
Provide a status report on checks written (paid, outstanding, reconciled, voided).			
Provide reports (in addition to reports discussed above), including vendor activity reports, vendor year-to-date reports, aged accounts payable reports, cash disbursement journals and transaction registers.			
Compile and produce 1099s for each vendor			
Provide 1099 reporting capabilities, including the ability to change coding after the check is run.			
Maintain general information on each vendor, such as:			
Vendor name and address			
Federal Tax Identification or Social Security number			
Telephone, fax, usual default general ledger posting numbers, normal terms			
1099 information			
Insurance required tracking (expiration dates and reporting)			
Produce accounts payable vendor payments and supporting reports.			
Allow payments by check and debit entries.			
Specify bank account on invoice data entry. (Default to operating account)			
Print different checks based on specified bank account			
Allow term codes for discount percent or override discount amount at time of invoice data entry.			
Distribute each vendor payment over general ledger account(s).			
Track payment and invoice history for each vendor or check.			
Allow manual checks.			
Reporting by vendor, check history, aged invoice, open invoice, trial balance, etc.			
Drill down from invoice or check to see detail and general ledger distribution.			

Requirement	Available	Available with Modification	Not Available
Automatically check for duplicate payments (i.e. invoice number, amount, and payee number).			
Interface with General Ledger, Bank Reconciliation, Fixed Assets, and Project Tracking.			
Miscellaneous Cash Receipts			
Be fully integrated with general ledger and other system modules, allowing easy distribution of cash receipts across multiple accounts/projects.			
Allow for the identification of where the cash receipts originate.			
Have the ability to correct transactions (coding, amounts, etc.) prior to final posting of the batch.			
Allow for the printing of a deposit slip.			
Assign a session number to each receivable batch and a receipt number to each entry.			
Be able to produce reports which detail miscellaneous cash receipts activity.			
Track all receipts by bank deposit, in order to allow easy reconciliation and a strong audit trail.			
Cash Receipts			
Account for cash receipts based on a cash and/or check deposit.			
Distribute an individual cash receipt across multiple projects and general ledger numbers.			
Allow deposits to various bank accounts.			
Track cash receipts by name, date, amount, and general ledger number.			
Allow for processing of bank adjustments and electronic transactions.			
Produce cash receipt reports for each deposit that show the amount and distribution of each cash receipt.			
Produce cash receipt reports for specified criteria (date ranges, YTD, monthly, etc.)			
Bank Reconciliation			
Allow processing of multiple bank accounts.			
Accept paid check data from bank download.			
Reconcile various checking accounts with bank statements.			
Interface with Cash Receipts, Accounts Payable, and General Ledger.			

Requirement	Available	Available with Modification	Not Available
Fixed Assets			
Maintain general information on assets:			
Description			
Location			
Original date of purchase and price			
Asset general ledger account			
General ledger depreciation expense account			
Accumulated depreciation account			
Life of asset			
Status			
Disposal information			
Ability to tie multiple assets to a project.			
Print reports by department, project, in-service date, type of asset, etc.			
Allow multiple methods of depreciation for each asset.			
Interface with General Ledger and Accounts Payable.			
Purchase Orders			
Create asset record directly from the PO receipt			
Check General Ledger account or project budget before generating a purchase order			
Ability to enter unlimited items per purchase order			
Create recurring or blanket purchase orders			
Print POs, receipts, duplicate orders and cancellation notices			
Post encumbrances directly to the General Ledger			
Receive full or partial shipments and record merchandise as it arrives			
Process shipments of items not ordered or received at a different unit cost			
Create invoices directly from POs			
Create asset record directly from the PO receipt			
Access payment detail for unlimited fiscal years			
View detailed check registers for an unlimited number of bank accounts			
Web Purchase Orders			
Online requisition and approval process, giving users and reviewers a central place to request items and approve purchases			

Requirement	Available	Available with Modification	Not Available
Ability for users to upload attachments			
Requesters and approvers can receive automated notifications for needed approvals			
Automatically route requisition to someone else for out-of-office situations			
Automatically forward requisition requests to the appropriate person when multiple approvals are required			
Budget-checking technology so users are warned or prevented from going over budget			
Ability to configure the system to match Center spending policy			
Contract Management to interface with purchasing/AP			
Projects for Maintenance department			
Work Flow for Purchase orders			
Data Map with table relationships			
Cloud Based			
Contract/Grant/Project Management to Interface Purchasing/AP			
Track Contracts/Grants/Projects on a level separate from chart of accounts to ensure data integrity			
Access an up-to-the-minute fund balance for each contract/ grant/project with cost/income data			
View a year-by-year summary of budgeted and actual income and expenses			
For each year of a contracts/grants/projects existence, drill down to see activity for each associated account			
Drill down to see detailed information on the individual transactions that were distributed to each account in a given year			
For each Contract/Grant/Project, track budgets that are associated with, but separate from, account budgets			
Always know where Contract/Grant/Project money is coming from and going to			
Ability to enter the total amount budgeted and distribute it across fiscal periods as needed			
Ability to choose from unlimited pre-set budget distributions that you have defined			

Requirement	Available	Available with Modification	Not Available
Produce Contract/Grant/Project-specific cost/incomes statements that are required by funder			
Report Contract/Grant/Project activity on a detailed or summary level			
Ability to create invoices for reimbursable Contracts			
Hosted Web Based System			
Provide 24/7/365 access to software and data			
Provide users ability to access software remotely via the web			
Selected vendor's technical team will deploy, maintain, update, and optimize Financial Management application, as well as provide the infrastructure required to run them while allowing Center complete control over Financial Management application and data			
Ability to leverage various data centers to deliver site disaster recovery and business continuity			
100% redundant power to provide continuous runtime on full load			
Off-site storage and data backups to ensure constant data security			

5. **Software Questionnaire – Human Resources (HR)**

Requirement	Available	Available with Modification	Not Available
General			
Provide integrated system that maintains employee data to include the following:			
Applicant Tracking, Testing, Hiring,			
Salary/Position history, Position Control, Training, Job Descriptions,			
Performance Evaluations, Credentialing, FMLA tracking, Document Management System.			
Has and/or integrates with employee benefits administration.			
System reports for Federal compliance including ACA reporting requirements with flexible reporting capability and easily exports to Excel spreadsheets.			

Requirement	Available	Available with Modification	Not Available
Tracking and calculation of individual performance and mass pay raise calculations.			
Employee "self-service" for information lookups and updates to include pay receipts, employee expense management, personal records status review and updates, W-2s, benefits management, training status, leave accruals and requests.			
Supervisor look up for information on employees.			
Security			
Provide a robust security system that allows groups of users to be established and specific permissions to be assigned to each group. Permissions must allow or deny access to view, insert, update or delete data by screen, table, field and value within a field.			

6. **Software Questionnaire – Payroll**

Requirement	Available	Available with Modification	Not Available
General			
Payroll system must integrate with Human Resources to generate pay for employees.			
Payroll system must integrate with General Ledger for posting of payroll data and transactions with drill-down capability.			
System must provide for multiple cost center allocations and shift pay calculations.			
System provides for multiple benefit and deduction calculations including start/stop dates and limits and leave calculations.			
Electronic recording of time is preferred or import of time from other systems should be available.			
System provides electronic reporting to include preparation of tax payments and direct deposit bank notifications.			

Requirement	Available	Available with Modification	Not Available
Provide Federal and/or State tax updates and how the updates will be implemented – by program software update or field(s) change by Center personnel.			
Data Entry			
Reporting capabilities of each payroll or several time periods with drill down capability within the system. Reports should also be available by cost center/reporting units for all pay, benefits, and deductions by pay period or several periods.			
Custom user-specific startup screens Based on user rights/preferences, including ability to store user-specific tasks on startup screen.			
Payroll system must integrate with Human Resources to generate pay for employees.			

7. **Pricing**

   a. Describe product pricing, both vendor hosted, and customer hosted version (if available).

   b. Describe implementation and professional service fees.

   c. Describe costs for customizations and/or new development.

   d. Describe ongoing maintenance and support costs, and/or subscription fees.

   e. Include/attach copies of master service agreements, service level agreements, and other necessary addenda/attachments/exhibits.

Key Persons List

Board Members:
- Danny Howard Armstrong
- Keri Roberts
- David Alan Smith,
- Virginia I. Napper
- Manual Salazar, Jr.
- Doyle Russell
- David Williams
- Draco Miller
- Alan Shane Britton

Executive Director:
- Dion White

Chief Financial Officer:
- James Barnes

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.

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

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.