



**Purchasing Division  
200 W. Willis Street  
Leander, Texas 78641  
[www.leandertx.gov](http://www.leandertx.gov)**

Solicitation #13-015

## **ALARM PERMIT AND FALSE ALARM BILLING**

Responses Due: December 10, 2013

CITY OF LEANDER  
REQUEST FOR PROPOSAL  
ALARM PERMIT BILLING

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to provide turnkey Alarm System Permit, Renewal and False Alarm billing administration and collection services, herein “Services”.

Pursuant to City Ordinance Sec. A4.001 Alarm System Fees, herein Attachment B, the City collects a fee for each new security alarm installed within the City limits. The City also collects a fee for subsequent permit renewal, reinstatement and late fees. An additional fee structure is in place for false alarms.

Said ordinance can be viewed at:

<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of respondents to stay apprised of changes. The City’s Definitions, Terms and Conditions can be obtained from the City’s <http://www.leandertx.gov/finance/page/purchasing>.

- 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

3. **ATTACHMENTS:** Attachments A through B are herein made a part of this solicitation:

- 3.1. Attachment A: Reference Sheet

- 3.2. Attachment B: City Ordinance Sec. A4.001 Alarm System Fees

4. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Simonton**  
**Purchasing Department**  
**City of Leander**  
**Telephone: 512-528-2730**  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

5. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City’s acceptance of such as qualified and responsive.

- 5.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity specified herein.

5.2. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors Respondent shall be located within the United States.

6. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 6.1. Purchase price and terms;
- 6.2. Reputation of Respondent and of Respondent's goods and services;
- 6.3. Quality of the Respondent's goods and services;
- 6.4. The extent to which the goods and services meet the City's needs;
- 6.5. Respondent's past relationship with the City;
- 6.6. The total long-term cost to the City to acquire the Respondent's goods or services;
- 6.7. Any relevant criteria specifically listed in the solicitation.

7. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 7.1. The initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 7.2. The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
- 7.3. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
- 7.4. If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.

8. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted.

9. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.

10. **ACCEPTANCE:** Acceptance of services and system should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods or services provided are not in full compliance with the specifications or any type of operational modifications need to be made. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 11.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 11.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 11.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 11.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
13. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## PART II

### SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	<b>November 14, 2013</b>
1.2. Deadline for questions	<b>December 3, 2013</b>
1.3. City responses to all questions or addendums	<b>December 5, 2013</b>
1.4. Responses for solicitation due by <b>3:00 PM</b>	<b>December 10, 2013</b>
1.5. Oral Presentation (if necessary)	<b>TBD</b>

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

**All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**UPS, FEDEX Hand Deliver to:**

**City of Leander  
Purchasing Department  
200 W. Willis Street  
Leander, Texas 78641**

- 3.1. Responses received after this time and date shall not be considered.
  - 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.
  - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
  - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
  - 3.5. Responses cannot be altered or amended after opening.
  - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
    - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
    - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
    - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
    - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
    - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:

- 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
  - 4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
  - 5.1. Provide City contact(s) information for implementation of agreement.
  - 5.2. Identify specific milestones, goals and strategies to meet objectives.

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE OF WORK:** The City's primary objective in outsourcing Services is to maintain the highest standard of service and professionalism in communications with Leander citizens and businesses while maximizing revenue to the City. The City's Alarm Permit Fees are billed through the Leander Police Department. Successful respondent shall provide turnkey billing and collection services for said fees to individuals and business that apply for and utilize alarm systems.

Respondent shall have ability to utilize City's existing digital database to capture and migrate customer and permit information. Alarm permit holders shall be billed annually two months prior to their permit expiration date.

Successful respondent shall provide link on City website directly to respondent interface to manage on-line registration and secure billing. A sample of the type of web interface that the City seeks for this purpose can be viewed at:  
[https://www.houstonburglaralarmpermits.org/Citizen/City/Houston/ATB\\_RegistrationSCitizenNew.aspx](https://www.houstonburglaralarmpermits.org/Citizen/City/Houston/ATB_RegistrationSCitizenNew.aspx).

This link is provided to illustrate the City's minimum critical requirements, compatibility and performance standards.

Citizens shall be directed to register and pay for their permits through the respondent's system.
2. **FEE STRUCTURE:** City prefers successful respondent to retain a percentage of fee revenue collected as compensation for Services provided. Percentage shall apply to total of all actual revenue generated for the City during the life of the agreement. City shall be paid monthly for revenue collected by successful respondent. Fees shall include:
  - 2.1 Alarm permit fees – new;
  - 2.2 Alarm permit fees – renewal;
  - 2.3 Late fees;
  - 2.4 False alarms.
3. **QUANTITY:** Currently the City maintains approximately 1,000 alarm permits. New permit applications are anticipated to remain steady at 50-100 new permits per year.
4. **RATES:** Respondents are encouraged to read the City's Alarm System Ordinance for an outline of fees.

City is also considering an increase to the renewal fee from \$15 per year to \$30 per year. City seeks cost proposals on both fee structures.

Said ordinance can be viewed at:

<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>.

5. **PRIVACY AND SECURITY**: Successful respondent shall assure the highest standard of customer privacy and security of billing records and payment information. Billing system shall provide audit trail with date, time and user within the system for each transaction.
6. **HOURS OF OPERATION**: Respondent shall be able to provide a single point of toll-free telephone and e-mail contact for City, citizens and businesses during the hours of 8:00 am and 5:00 pm, CST.
7. **DATABASE MAINTENANCE**: Successful respondent shall maintain customer database. Database reports shall be available to City upon request and provided within two (2) business days of request or available for the City to access within the respondent's system. Maintenance and reporting shall include but not be limited to:
  - 7.1 Current alarm permit holders;
  - 7.2 New alarm permits;
  - 7.3 False alarms;
  - 7.4 Past due accounts;
  - 7.5 Account balances;
  - 7.6 Permit owner names;
  - 7.7 Permit owner addresses;
  - 7.8 Permit owner contact information to include telephone and e-mail.
8. **FINANCIAL REPORTING**: Successful respondent shall provide monthly and year to date (YTD) reports each month and aging of accounts. The successful Contractor must have the ability to track check number, check date, receipt number, and deposit date when posting payments and credits. Customer records shall contain "notes" field for the purpose of containing any specialized notes about the account.
9. **BILLING AND COLLECTION ADMINISTRATION**: Services shall be conducted in accordance with City Ordinance Sec. A4.001 Alarm System Fees, herein Attachment B, and associated rates. Successful respondent shall immediately correct and refund any billing errors. Successful respondent shall assume complete responsibility for billing system. System features shall include but not be limited to:
  - 9.1 Initial migration and import of account data from City to respondent;
  - 9.2 Ability to accept check, debit card or credit card account payments;
  - 9.3 Successful respondent shall utilize e-mail or the US Postal service for sending invoices.
  - 9.4 Invoices shall be sent sixty days in advance of the customer renewal date.
  - 9.5 Reminder notice shall be sent prior to issuing a late fee.
  - 9.6 Late fee notice shall be sent five (5) business days after permit expiration.
10. **TRANSMISSION OF FUNDS AND MONTHLY STATEMENT**: Successful respondent shall provide a monthly statement showing all revenue collected and payments to City. Funds shall be transmitted to City by check referencing the month and contract number to:

**City of Leander  
Accounts Receivable  
PO Box 319  
Leander, TX 78646**

## PART IV

### RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title page, index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies**, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."  
**Failure to provide a CD may result in disqualification for award.**

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
  - 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
  - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
  - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Previous Performance/Experience – Provide detailed information on firm and team experience with providing consultant services as described in the Scope of Work.
  - 1.4.1. Respondent shall provide a representative client list of services of a scale and complexity similar to the services being considered by the City. The list shall include the location, client, services provided by your firm, term of services and an owner contact name. Include a brief overview of each project with, at a minimum, a short description of the services provided, including costs and methodology used for projects. Attachment A shall accompany this tab.
- 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm.
- 1.6. Billing System Features – Respondent shall provide information describing in detail the functionality of billing system. Overview shall provide link(s) to existing client systems, and screens shots of functionality.

TAB #1

TAB #2

TAB #3

TAB #4

TAB #5

TAB #6

- 1.7. Cost Proposal – Respondent shall include percentage of revenue cost proposal to provide services as described herein. City is also considering an increase to the renewal fee from \$15 per year to \$30 per year. **City seeks cost proposals on both the existing and potential fee structures.**

## PART V

### CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



## ATTACHMENT B

### ARTICLE A4.000 BUSINESS RELATED FEES

#### Sec. A4.001 Alarm system fees

(a) False alarm service fees.

(1) The holder of an alarm permit shall pay a service fee of \$75.00 if the permitted alarm site has had in excess of five but fewer than eight false alarms within the preceding 12-month period or \$100.00 if the site has had in excess of seven false alarms within the preceding 12-month period.

(2) For any alarm notification for which a service fee is assessed, the chief of police has the authority to investigate the circumstances of the alarm, and may waive the payment of the fee. Police responses to alarm calls for service in excess of 30 minutes response time shall not result in a false alarm incident for the purposes of assessing service fees.

(b) Permit fees.

(1) Permit application.

(A) An application for a permit shall be made by a person who owns, leases, resides at, or manages the alarm site.

(B) The application and the required fee of \$30.00 shall be submitted to the police department on a form provided by the department. Any false statement made by an applicant shall be investigated as a violation of Texas Penal Code section 37.10, "Tampering with Governmental Record," a third degree felony.

(C) An alarm permit is issued to an individual or corporate entity and is nontransferable and nonrefundable.

(D) The date of issuance will be the date the application is processed.

(E) A permit shall issue for a one-year period.

(2) Permit renewal and term; late fee. An application to renew a permit must be submitted one month prior to the end of the term of the permit. The application must include the completed application for renewal and appropriate fees as described in the original application process in subsection (a)(2) above except that the renewal fee shall be \$15.00 per year after the year of the initial application. A late fee of \$5.00 will be assessed for untimely renewal applications. Permit holders not applying for renewal will be provided 30 days' notice of nonrenewal of such permit prior to termination of the permit. The term of the renewal is one year.

(2003 Code, app. A, secs. 4.900, 4.1000)