

CITY OF SAN ANTONIO  
DEVELOPMENT SERVICES DEPARTMENT  
AND  
INFORMATION TECHNOLOGY SERVICES DEPARTMENT



**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
("RFCSP")**

for

LAND DEVELOPMENT, PERMIT, INSPECTION & COMPLIANCE MANAGEMENT SOFTWARE

RFCSP 6100004961  
LOG 2014-039

Release Date: SEPTEMBER 16, 2014  
Proposals Due: DECEMBER 5, 2014

**This solicitation has been identified as High-Profile.**

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- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

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## 003 BACKGROUND

### 3.1 Introduction

The City of San Antonio Development Services Department (DSD) is responsible for protecting the health, safety, and quality of life of the citizens of San Antonio through regulation of land and building development and through enforcement of property maintenance and quality of life related codes. DSD is responsible for assisting customers in the development process and granting authority to develop land and occupy buildings within the City and limited permitting in the Extraterritorial Jurisdiction (ETJ). More specifically, the department's responsibilities include but are not limited to the following:

**Table 1. DSD Department Responsibilities**

Responsibility	Additional Information
Permitting	
Inspections	
Land Development:	Rights Determination, Platting, Addressing, Master Development Plans, Zoning and Sub-Division Administration
Plan Reviews & Coordination with Internal Agencies	Transportation & Capital Improvements (TCI), Office of Historic Preservation, Parks and Streets, etc. and External Agencies [San Antonio Water System (SAWS), CPS Energy, Bexar County, etc.]
Building Code Administration	
Contractor Licensing and Registration	
Landscaping, Tree Preservation and Sign Regulation	
Boards and Commissions	Providing administrative and technical support to boards and commissions that direct and review issues on land development, construction regulations and property maintenance
Code Enforcement	

DSD's mission is to partner with the community to build and maintain a safer San Antonio, and the department's goals and objectives include the following:

- Protect the health, safety, and quality of life of the citizens of San Antonio
- Improve cycle time
- Ensure consistency and quality of services provided
- Promote customer service philosophy to facilitate development and maintenance of property
- Enhance use of online services
- Enhance employee development

#### 3.1.1 Glossary of Terms

Below is an identification of common terms or acronyms used throughout the document.

**Table 2. Glossary of Terms**

Term/Acronym	Definition
The City or COSA	The City of San Antonio, Texas
DSD	Development Services Department
New System	The new Land Development, Permit, Inspection, Licensing & Compliance Management Software System, referred to in this document as "the New

Term/Acronym	Definition
	System” or “solution” shall be understood to encapsulate all Land Development, Permit, Inspection, License and Violation Management functionality.
Hansen	Existing Permitting, Licensing, and Inspection system
ECCO	Existing Enhanced Code Compliance Operations – Code Enforcement System
LDS	Existing Land Development System
TPLT	Existing Plat Management System
Internal System	System owned and maintained by DSD
External System	System owned and maintained by a department outside DSD
High Impact Stakeholder	Those entities which will be affected the most by this initiative. These are departments who use the most functionality within the existing systems and will require a significant organizational and operational change management plan at the initial deployment phase of the future solution.
Low Impact Stakeholder	Those entities that use a small component the existing system (i.e. a department which has a single review step within a series of reviews for a given permit). This committee also includes Potential Users; these are city departments which provide permitting, inspections and violations services for the City yet are not current users of the system.
Boards and Commissions	Includes governing authorities such as “Board of Adjustments”, “Planning Commission”, “Zoning Commission”, “Building Standards Board” and “Building Related and Fire Code Appeal and Advisory Board”

### 3.2 Project Overview & Background

#### 3.2.1 Overview of City of San Antonio Permitting, Licensing, Land Management, and Code Enforcement

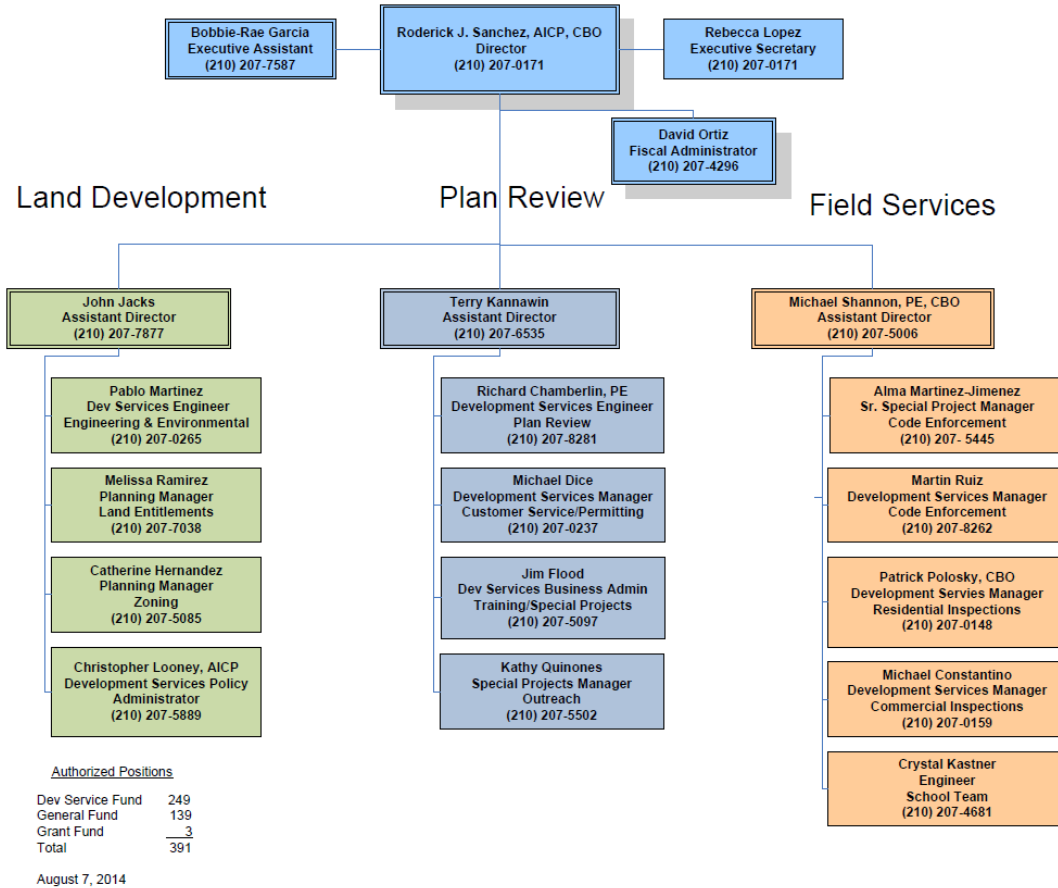
Development Services is composed of various divisions who provide permitting, platting, zoning, inspections and other services in order to achieve the goals of the department. These include the following divisions:

- Land Development Division
  - Land Entitlements Section
  - Development Engineering & Environmental Section
  - Zoning Section
- Plan Review Division
  - Plan Review Section
  - Customer Advocate Section
  - Training and Special Projects
- Field Services Division
  - Building Inspections Section
  - Code Enforcement – Field Operations Units Sections
  - Code Enforcement – Special Operations Units Sections

The organization chart for DSD is provided below:

**Figure 1. DSD Org Chart**

# Development Services Department



### 3.2.2 Project Vision/Mission

The current Land Development, Permit, Inspection, License and Violation Management systems supporting the City of San Antonio’s Development Services (DSD) departments are based on legacy technologies and are unable to easily adapt to changing business needs.

Current challenges include:

- Limited Electronic Plan Review capabilities
- Insufficient mobile capabilities
- Process inefficiencies and data quality issues
- Technological limitations (e.g., lack of information sharing across internal and external departments)
- Reporting deficiencies

DSD has targeted the existing Hansen System, Enhanced CBO Code Compliance Operations (ECCO) Code Enforcement System, the Plat Management System (TPLT), and the Land Development System (LDS) systems for replacement, as well as adjacent systems supporting those applications, which are outlined later in this document. The City’s vision for this project is:

“To enhance the customer experience with land management, development and code enforcement services as well as other permitting and licensing functions of the City.”

The mission of the project is to:

- Improve online services and increase information transparency
- Streamline business processes to improve consistency and reduce cycle times
- Provide a single point of information for all land management, permitting, inspections, licensing, and violation enforcement information related to a City location thereby maximizing communication between reviewing authorities and Agencies
- Adopt a modular, scalable and configurable solution that can easily adapt to changing business and technology needs
- Improve operating efficiencies by consolidating or integrating multiple systems to support development and code enforcement processes
- Provide a scalable solution which can be leveraged across the City to realize potential synergies across City business services

The Land Development, Permit, Inspection, Licensing & Compliance Management Software System, referred to in this document as “the New System”, shall be understood to encapsulate all Land Development, Permit, Inspection, License, Electronic Plan Review and Code Enforcement Management functionality.

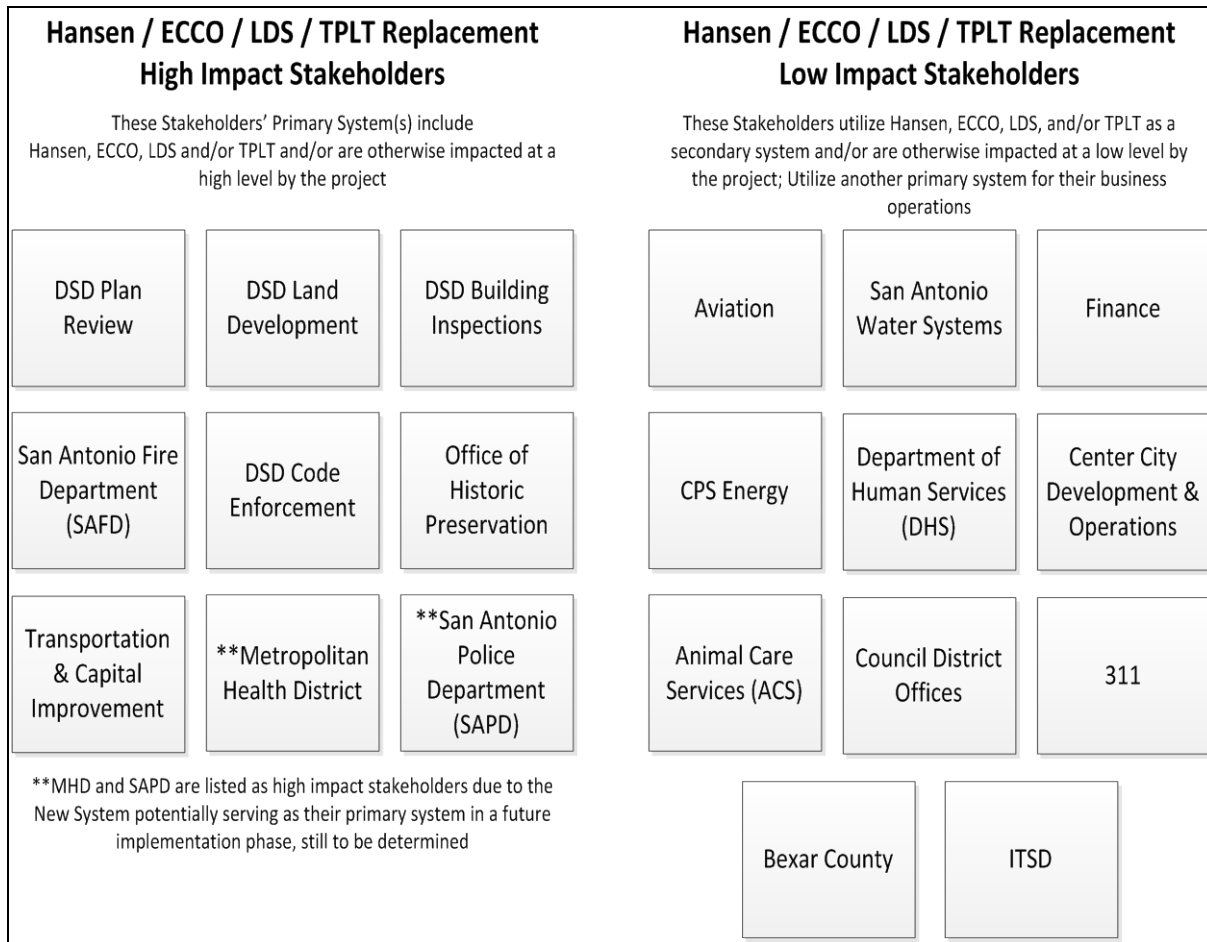
### **3.2.3 Stakeholders**

Stakeholders for the New System include both existing Hansen, ECCO, LDS and TPLT users, as well as other interested City departments/divisions. The primary stakeholder for the New System is DSD, including the Plan Review, Field Services (includes Code Enforcement and Building Inspections), and Land Development divisions.

This initiative will also have an impact on peripheral departments that currently rely on DSD’s current system(s) as their own primary system(s) to conduct their business operations, as well as departments who use Hansen, ECCO, LDS, and/or TPLT as a secondary system. The stakeholders that will be impacted by this initiative and its current scope of impact are identified in the figure below.



**Figure 2. Project Stakeholders**



These divisions and their responsibilities are described in more detail below.

**Table 3. DSD Division Stakeholders**

COSA Stakeholder Group	Overview of Responsibilities
<b>Development Services Department (DSD) Plan Review</b>	The Plan Review section is responsible for assisting customers in understanding and complying with the City's current building codes applicable Unified Development Code, and Zoning. The section reviews building plans and coordinates reviews with external entities. Has a large customer service function, and also manages licensing for contractors and variances and appeals to boards.
<b>DSD Field Services (Code Enforcement &amp; Building Inspections)</b>	<ul style="list-style-type: none"> <li>■ The <i>Building Code Inspections Section</i> of the Building Development Division is the primary field enforcement agency for the DSD for all permitted construction activity on private and public property where the construction is outside of the public right of way.</li> <li>■ <i>Code Enforcement Units</i> provide inspection and enforcement services, respond to complaints received from citizens, the City's 311 system, and on a proactive basis. They also oversee escalation of cases to boards, work orders, and towing. Code Enforcement also supports the Building Standards Board and Building Code Inspections, as well as the Building and Fire-Related Codes of Appeals and Advisory</li> </ul>

COSA Stakeholder Group	Overview of Responsibilities
	Board.
<b>DSD Land Development</b>	<p>Responsible for facilitating the development process, including the following:</p> <ul style="list-style-type: none"> <li>■ Review and approval process of Master Development Plans (MDPs), Planned Unit Development (PUD), Plats, tree preservation, infrastructure, traffic impact analysis, street renaming and zoning</li> <li>■ Processing and coordinating the review and approval process of variances, appeals, Certificate of Determinations, street name changes, rights determination, Non-conforming Use Rights registrations and addressing.</li> <li>■ Supports the Planning Commission, Zoning Commission, and Board of Adjustment</li> <li>■ Approved land development applications also have an impact on the building permit reviews and Certificate of Occupancy's.</li> </ul>
<b>Office of Historic Preservation</b>	Protects the historical, cultural, architectural, and archaeological resources that make San Antonio unique; Coordinates with other City departments to enforce required review and inspection processes to protect historic resources through a MDP, PUD, Plat, and building permit; Supports the coordination of cases for review with the Historic and Design Review Commission.
<b>San Antonio Fire Department (SAFD)</b>	Perform fire and life safety inspections to ensure compliance with 2012 IFC and adopted codes. Respond to complaints, perform investigations, and issue violations/citations. Perform application intake for various inspection types. Perform plan review for some permit types.
<b>Finance</b>	Fiduciary responsibilities for all City departments; Finance is the Central Office and each City department has a Finance employee – Department Fiscal Administrator (DFA). Hansen interfaces with the Municipal Accounts Receivable Receipt (MARR) System, which then interfaces with SAP, the finance system.
<b>CPS Energy</b>	CPS provides natural gas and electric service to San Antonio residents. Works with DSD as a courtesy reviewer to review MDP and, PUD. CPS is a reviewing authority for plats reviews to ensure compliance with CPS Energy standards and regulations for utility connections. Performs courtesy reviews for plats for compliance with CPS Energy standards and participates in the utility release process.
<b>SAWS</b>	Provide water services to the City of San Antonio and ETJ. Coordinate with DSD for plan review for MDP, PUD, and platting and some permit types, and participates in the utility release process.
<b>Metropolitan Health District</b>	Supervises the food and environmental health program; Conducts inspections, investigations, and issues permits; Performs building permit plan reviews.
<b>Aviation</b>	Responsible for overseeing construction at the airport and all groups associated with those efforts (architects, engineers, planners, appraisers, budgeting, scheduling) Performs building permit plan reviews for projects around the airport (flight path requirements); Facilities Maintenance Group pulls permits.
<b>Transportation &amp; Capital Improvement (TCI)</b>	Build and maintain San Antonio's infrastructure for all City Buildings, Streets, Traffic and Storm Water. Provide every day maintenance services, as well as prepare for and execute major infrastructure

COSA Stakeholder Group	Overview of Responsibilities
	improvement projects (municipal buildings, roads, alleys, drainage, sidewalks, etc.). These reviews are conducted through MDP, PUD, Plats, and Building Permits. Additionally, TCI protects the Right of Way/Street system integrity through permitting and inspection of street cuts. These permits are coordinated through the ROW Permit System which is expected to be replaced by the new solution through this RFCSP.
<b>San Antonio Police Department (SAPD)</b>	<p>SAPD performs a number of business functions related to licensing and permitting, outlined below:</p> <ul style="list-style-type: none"> <li>■ Traffic - Responsible for issuing licenses and permits for addressing activity that occurs in the public Right of Way such as processions, marches, etc.</li> <li>■ Towing - Responsible for the licensing and permitting of towing companies, including contract management (billing/payments), badge issuance, and managing related violations, complaints, and investigations.</li> <li>■ Alarms - Responsible for the permitting and collections for commercial and private burglar alarm systems within the City of San Antonio. Also performs revocations (e.g., multiple false alarms).</li> <li>■ Vehicle for Hire - Responsible for the permitting and licensing of vehicles for hire (e.g., taxi cabs), including the vehicles, drivers, and companies.</li> <li>■ Patrols - Responsible for responding to calls for services; Need access to permitting, code enforcement, and licensing information for investigations.</li> <li>■ Permitting – Responsible for application intake, review and issuance of permits that require fingerprinting and background checks</li> </ul>
<b>Department of Human Services</b>	Provides Children's Services, Community and Family Services, and Senior Services to the City of San Antonio. Receive complaints from 311. Inspections for boarding homes are done by the Boarding Home team by several city departments overseen by DSD Code Enforcement.
<b>Animal Care Services (ACS)</b>	ACS works with DSD through the DART (Dangerous Assessment Response Team) that is headed by the City's attorney's office when animals are involved. Also perform pet licensing (requires rabies vaccination), and permitting (litter permit, residential and commercial animal permits, horse and carriage permits).
<b>Center City Development and Operations (CCDO)</b>	Support downtown facilities and events, including parking garages; Responsible for facility improvements and landscaping. They pull permits from DSD for various projects.
<b>311</b>	The 311 City Call Center connects citizens with specially trained customer services representatives. Assists with requests for City services and other issues.
<b>City Council District Offices</b>	There are 10 City Council members that make up the Council Office, from ten districts. The City Council acts as the policy making and legislative body within the City's government.
<b>Bexar County</b>	Bexar County is a reviewing authority for Plats, MDP and PUD's
<b>ITSD</b>	The City of San Antonio Information Technology Services Department

COSA Stakeholder Group	Overview of Responsibilities
	(ITSD); ITSD's GIS division performs technical reviews and records plats.

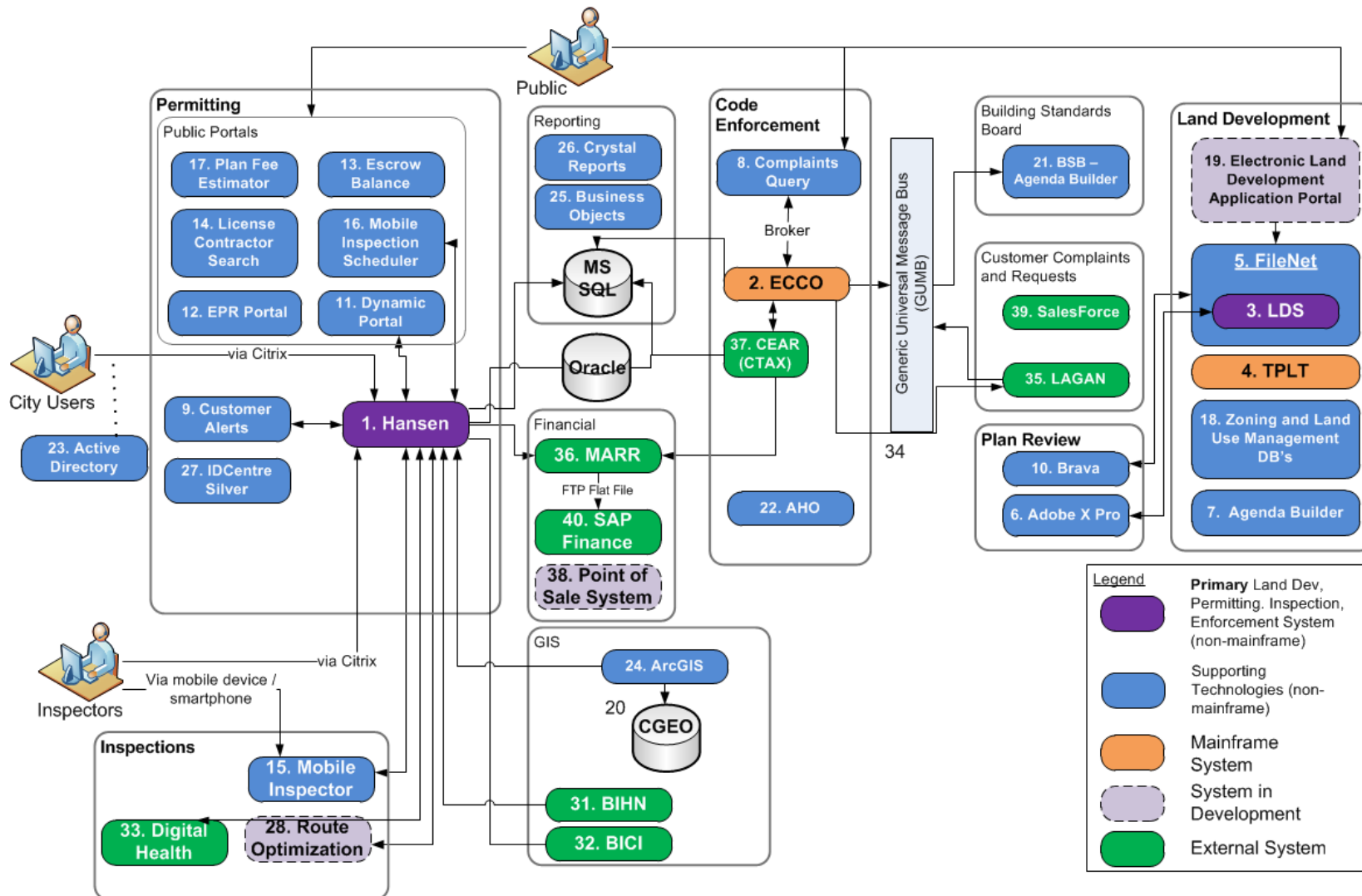
### 3.2.4 Current State Environment

COSA land development, permitting, licensing, and code enforcement business operations are currently supported by core systems which include Hansen for permitting and inspections, Enhanced Code Compliance Operations (ECCO) for enforcement, Land Development System (LDS) for some of the land development processes, Plat Tracking System (TPLT) for plat management, and several ancillary systems.

These legacy systems are difficult to enhance/upgrade, have limited ability to support management and operational needs, and are siloed making it difficult to obtain a single view of information. More details about these systems are provided below and in the following figures and tables within this section.

Figure 3 below depicts COSA's current state environment as related to this RFCSP effort. The diagram groups systems by their business purpose and shows high-level interactions between systems. Additional current state environment details can be found in RFCSP Exhibit 8.

**Figure 3. High-level As-Is Business Systems Relationship Diagram**



System ID Numbers correspond to tables in Sections 3.2.4, 3.2.5, and 3.2.6 where systems are described in further detail

The primary systems targeted for replacement include the following:

**Table 4. Primary Systems Targeted for Replacement**

ID #	Application	Description	Details
1	Hansen version 7.7	Plan, Permit, Inspections & License Management Hansen supports the management of permit applications, permit issuance, inspections, registration of contractor licenses. Plan review and inspection results from DSD and other reviewing agencies are also captured in Hansen. Some of the code enforcement processes are also supported by Hansen.	<ul style="list-style-type: none"> <li>■ <b>Application Vendor:</b> Infor</li> <li>■ <b>Platform:</b> Solaris/Unix, Oracle</li> </ul>
2	ECCO	Code Enforcement Tracking & Management ECCO is used to manage code compliance activities. It is used to record violations and generate correspondences. It tracks property cases and actions until the case is resolved. It also captures complaints (via LAGAN interface) and captures actions taken. Cases are automatically assigned to investigators based on category and location.	<ul style="list-style-type: none"> <li>■ <b>Application Vendor:</b> In-house developed application</li> <li>■ <b>Platform:</b> Mainframe, NATURAL/ADABAS, MS-SQL (for reporting only)</li> </ul>
3	LDS	LDS provides workflow automation for processing Master Development Plans (MDP), Planned Unit Development (PUD), Rights Determination, and Fair Notice. It includes forms for clerk entry, workflows for review, due date notifications, document attachment, fee calculation, and correspondence generation.	<ul style="list-style-type: none"> <li>■ <b>Application Vendor:</b> In-House Developed Application</li> <li>■ <b>Platform:</b> WEB Server, MS SQL, FileNet P8 (Content Storage)</li> </ul> <p><b>Notes:</b> Functionality of external spreadsheet(s) &amp; Access database supporting this operation is targeted to be included in this implementation.</p>
4	TPLT	Plat Tracking System (TPLT) is used to track and manage the plat application submittals, reviews, approvals, and recordation processes.	<ul style="list-style-type: none"> <li>■ <b>Application Vendor:</b> In-house developed application</li> <li>■ <b>Platform:</b> Mainframe, NATURAL/ ADABAS, MS-SQL (for reporting only)</li> </ul>

### 3.2.5 Supporting Technologies

Additionally, there are a number of adjacent applications utilized to support the land development, permitting, licensing, inspection and code enforcement management processes. COSA expects the following supporting applications to be replaced as part of the New System, with the exception of FileNet as detailed below.

**Table 5. Adjacent Legacy Applications/Systems**

ID	System Name	Description
5	FileNet	<p>FileNet is primarily used for DSD Plan Review and LDS document management; it is the core component of LDS. It is also used by the City Clerk for archiving files and tracking vital statistics. There is currently no integration with Hansen, but files between FileNet and Hansen are linked by matching AP number. The plan review functionality supported by FileNet will be replaced, but the new solution will be expected to integrate with FileNet for the other business functions it supports. Users access FileNet directories through a URL to browse and import files.</p> <p>Imaging functions are not currently used. Record management functionality is currently in-progress. Land Development records are kept for as long as 20 years. Building records must be kept for 7 years after destruction of the building.</p>
6	Adobe X Pro	LDS users use this tool to conduct electronic plan review.
7	Agenda Builder	Land Development uses the Agenda Builder to automate the creation of agenda's for public hearings. This is a Word document used to create the agenda that is eventually turned into a PDF and distributed as needed.
8	Complaints Query	Web application that allows the public to query complaint information that is in ECCO by date and location parameters.
9	Customer Alerts	Custom application integrated with Hansen that provides notifications emails to Customers when certain workflow steps have been completed.
10	Brava	DSD Plan Review uses Brava to mark-up electronic plans.
11	Dynamic Portal	<p>The Hansen public portal which allows the public to submit and pay for applications online, schedule inspection requests, and track application progress.</p> <p>DSD also has a separate website that allows the public to search for permit information by permit number, permit type, address, or contractor.</p>
12	Electronic Plan Review (EPR) Portal	This public portal allows online submission of plans for building permits.
13	Escrow Balance	This public web page allows contractors to track their escrow accounts. Currently only available for Permitting, Inspections and Licensing.
14	License Contractor Search	This website allows public users to search for licensed contractors. This also provides a reporting function that allows the public to search and retrieve permit information by various criteria.

ID	System Name	Description
15	Mobile Inspector	Mobile Inspector is an application that allows inspectors to submit pass/fail inspection results. This is primarily a back-up tool in case Hansen is not accessible. The objective is to allow inspectors to enter in results as soon as possible because it triggers customer alerts and downstream workflow.
16	Mobile Inspection Scheduler	Mobile Inspection Scheduler allows contractors to pick a permit and select inspection type and request date. The goal is to make it easier for contractors to schedule inspection requests out in the field.
17	Plan Fee Estimator	This public website that allows user to estimate plan fees.
18	Zoning and Land Use Management Databases	Variety of Excel spreadsheets and Access databases used to track Zoning and Land Use work.
19	Electronic Land Development Application Portal	In-Development - The system allows public users to submit applications and electronic plans online for LDS applications (i.e. MDP, PUD, and Rights Determination). Also has plan base fees calculation and online payment functionality.
20	CGEO	This is the ECCO system's version of GIS data. It is a separate repository from ArcGIS.
21	BSB-Agenda Builder	Building Standards Board (BSB) uses a web application to automate creation of agenda's for public hearings and track enforcement cases.
22	Administrative Hearing Officer (AHO)	Code Enforcement has a SharePoint based web application for the tracking of citations forwarded to the Municipal Court's AHO.

**Summary of Permitting, Licensing and Inspections Environment**

The Hansen system is the core system used for managing permits, contractor licenses, inspections, investigations, boarding home license, licensing and some of the code enforcement activities. It has been enhanced with database triggers to notify contractors (i.e., Contractor Notification) and customers (i.e. Customer Alerts) upon certain workflow events. The public can apply, pay, and manage their accounts online through a Dynamic Portal. They can also find certain information through a variety of other public portals. City users access Hansen through Citrix (remote desktop access application), as Hansen is a fat client and is installed on a limited number of machines. Payments collected through Hansen are reported to the Municipal Accounts Receivable Receipt (MARR) System, which aggregates and summarizes all transactions and FTP's a daily flat file to the City's financial management system, SAP Finance. The



majority plan reviews are performed using paper copies of the plans. However, recently the permitting plan review group has begun using Brava integrated with FileNet. DSD has several custom mobile tools integrated with Hansen that provide field access. The Mobile Inspector allows inspectors to pass/fail inspections. This is primarily a back-up system when Hansen is not available. There is also the Mobile Inspection scheduler that allows contractors to request an inspection. Hansen is currently integrated with Digital Health, the Metropolitan Health Department's primary system, where Hansen sends permit information, and Digital Health sends health inspection results back. DSD is also working on incorporating a Route Optimization system that will be integrated with Hansen.

### ***Summary of Code Enforcement Environment***

Code Enforcement is handled mostly in the ECCO mainframe system and some processes are handled in Hansen. It allows users to track violations and generate correspondences, but lacks workflow. It currently receives complaint information from the City's 311 LAGAN system via the City's custom Generic Universal Message Bus (GUMB). ECCO then sends back complaint resolutions directly to the LAGAN database. Public users may access complaint information via the Complaints Query application. For some enforcement cases, the City may bill the public for work performed. These cases are sent to MARR via CEAR (Code Enforcement Accounts Receivable) system for creating of billing statements.

### ***Summary of Land Development Environment***

Land Development activities are managed through a variety of systems. Most recently, the Land Development System (LDS) was developed on FileNet to manage workflow for Master Development Plans, Planned Unit Developments, and Rights Determination. Land Entitlements use Adobe X Pro for plan review redlining, and the City is also working on a customer portal to allow applicants to submit their plans online (EPR Portal). Public Board hearing agendas are created with the Agenda Builder. Platting is currently managed in the TPLT mainframe. Additionally, there are a variety of Access databases used for tracking zoning, Board of Adjustments, and land development activities.

### ***Summary of GIS***

ArcGIS is the City's enterprise GIS solution. It currently replicates GIS information to CGEO data store for use by the ECCO mainframe. And it currently provides address, parcel, and zoning information to Hansen.

### ***Summary of Reporting***

Enterprise reporting is accomplished using Business Objects and Crystal Reports to access an MS SQL data store that receives information from Hansen, ECCO, LDS, and CEAR. DSD also has an SQL Subject Matter Expert (SME) that queries/extracts data in Hansen for various department reporting needs

## **3.2.6 System Integration**

Respondents must consider integration with other Departmental Line-Of-Business (LOB) Systems and Enterprise Systems as part of their proposed solution. Respondents should carefully consider the list of candidate systems identified in this section for potential integration, and understand the importance of an open and flexible system architecture that supports a variety of possible integration methods. The detailed Systems integration and replacement requirements for the new system can be found in Section 4.3.2.

Hansen, ECCO, and/or LDS are currently integrated with the LOB systems identified below, and the New System is required to maintain these integration points.

**Table 6. Internal System Integration**

ID	System Name	Description
23	Active Directory	The lightweight directory access protocol (LDAP) system centrally manages user accounts and permissions for internal COSA users.
24	ArcGIS	ArcGIS is DSD's system of record for GIS data.
25	Business Objects	Reporting tool.
26	Crystal Reports	Reporting tool.
27	IDCentre Silver	Used by DSD to produce photo license cards.
28	Route Optimization	Expected Feb 2015. Performs Route Optimization for determining most efficient route as well as Customer Queue Position Notification. Provides management functionality, including managing inspector skills, start/stop locations, and assignments. Gives view of live and historical breadcrumb trail of inspectors' executing path assignments. DSD will consider other viable alternative solution options proposed by the vendor.
29	Legacy Content (Certificate of Occupancy/Permits)	(Not Pictured in Figure 3; Pictured in Figure 6)  Legacy Permitting Solution prior to Hansen. This represents legacy systems containing legacy data, such as the following: BICI=Building Inspection Computerized Inspection extracts data from Hansen to report inspection routing information to inspector.
30	APEX (ACC/IAS Cert Mgmt)	(Not Pictured in Figure 3; Pictured in Figure 6)  ACC/IAS Cert Management is an Oracle Apex web overlay that allows updates for certifications of inspectors, plan reviews (staff certifications).

Below are external systems used to support licensing, permitting, inspection, and violation management functions that would be retained, replaced and/or integrated with the New System, as described below.

**Table 7. External System Descriptions – Scope of Integration/Replacement**

ID	Agency/ System	Owning Agency	Description
31	Building Inspections House Number (BIHN)	ITSD	This system provides zoning data which is currently used by the code enforcement division. Access separately by Code investigators and DSD staff for research.
32	Building Inspection Computerized Inspection (BICI)	ITSD	Building Inspection Computerized Inspection extracts data from Hansen to report inspection routing information to inspector.

ID	Agency/ System	Owning Agency	Description
33	Digital Health	Health	Digital Health is used to manage health inspections and other health business processes.  *May also be a candidate for replacement in future project phase, but integration required for this project
34	GUMB	ITSD	Generic Universal Message Bus facilitates data exchange between applications. It is currently mainly used for exchanging LAGAN complaints with various City systems.
35	LAGAN	311	LAGAN is the City-wide 311 system to manage citizen complaints.
36	MARR	Finance	The Municipal Accounts Receivable Receipt (MARR) aggregates and summarizes all transactions and produces a flat file that is FTP'd to SAP
37	CTAX/ CEAR	ITSD	CTAX is a City taxing application that pulls information from Bexar County Appraisal System. They use this to investigate properties they are working for a case, e.g., demolition permit of a property. They may research things such as square footage. Land Development leverages CTAX information to perform research on addressing.  Code Enforcement Accounts Receivable (CEAR) sends detailed transactions to MARR. Subsystem of CTAX.
38	Point of Sale (PoS)	Finance	The City is in the process of procuring a City wide point-of-sale system. It is expected to have cashiering and online payment functionality. The new system must integrate with the PoS. Pending ETA.
39	SalesForce	Economic Development	SalesForce is used to manage customer complaints and service requests.
40	SAP Finance	Finance	SAP is the City's financial management system.
41	Bexar County Electronic Recordation	Bexar County	(Not Pictured in Figure 3) System recording submission of land record documents electronically with Bexar County Clerk, Texas
42	Legistar	City Council	The City Council's Granicus/Legistar Agenda Builder, which builds agendas for the City Council. Going forward, additional boards/commissions may utilize this system as well. The New System must interface with Legistar.

ID	Agency/ System	Owning Agency	Description
43	ROW Management	TCI	(Not Pictured in Figure 3) Right of Way (ROW) supports the management of permit applications, permit issuance, and manages inspections related to street cut permits. The inclusion of Right of Way permits and related inspections is in scope for this effort. The ROW Management System is a candidate for a future replacement effort as part of a future phase.
44	City's Court Case Management System	Municipal Court	(Not Pictured in Figure 3) The future state solution must integrate with this system to schedule hearings and capture citation dispositions.
45	Historic Preservation Case Management System	Office of Historic Preservation	(Not Pictured in Figure 3) The system makes available all case history information for Historic and Design Review Commission approvals as well as administrative approvals. All historical information related to the property is included such as photos, architectural style, historic designations, etc. The information is available to public through the website.

### 3.2.7 Volume and Metrics

#### 3.2.7.1 Annual Statistics

Currently, the City annually:

- Issues 65,000 permits
- Reviews ~682 zoning board of adjustment, plan amendments and use authorization cases
- Processes ~1,326 plat, MDP, PUD, and rights determination applications
- Manages ~3,300 commercial building projects
- Manages ~1,900 new residential projects
- Issues over 50,000 trade permits
- Conducts over 200,000 inspections
- Maintains over 200,000 code enforcement records

#### 3.2.7.2 Future State User Counts

- Approximately 100 to 150 mobile users for inspection management
- Approximately 400 to 500 reviewers for Electronic Plan Review
- Approximately 500 City users for the future state Land Development, Permitting, Licensing, and Code Enforcement system.
- Future state users will also include the general public and customers accessing the online portal for general information inquiries on MDP, PUD, Plat and other project activity.

### **3.2.7.3 Existing Permit, Inspection, Violation, and Review Types**

Please refer to RFCSP Exhibit 10 for information regarding existing permits, inspections, violations, and review types currently utilized by the City. Information provided in RFCSP Exhibit 10 includes the following:

- Existing Code Compliance Violation Types
- Existing Code Compliance Notices
- Existing Permit Types
- Existing Inspection Types
- Existing Building Plan Review Types
- Existing Land Entitlement Reviews

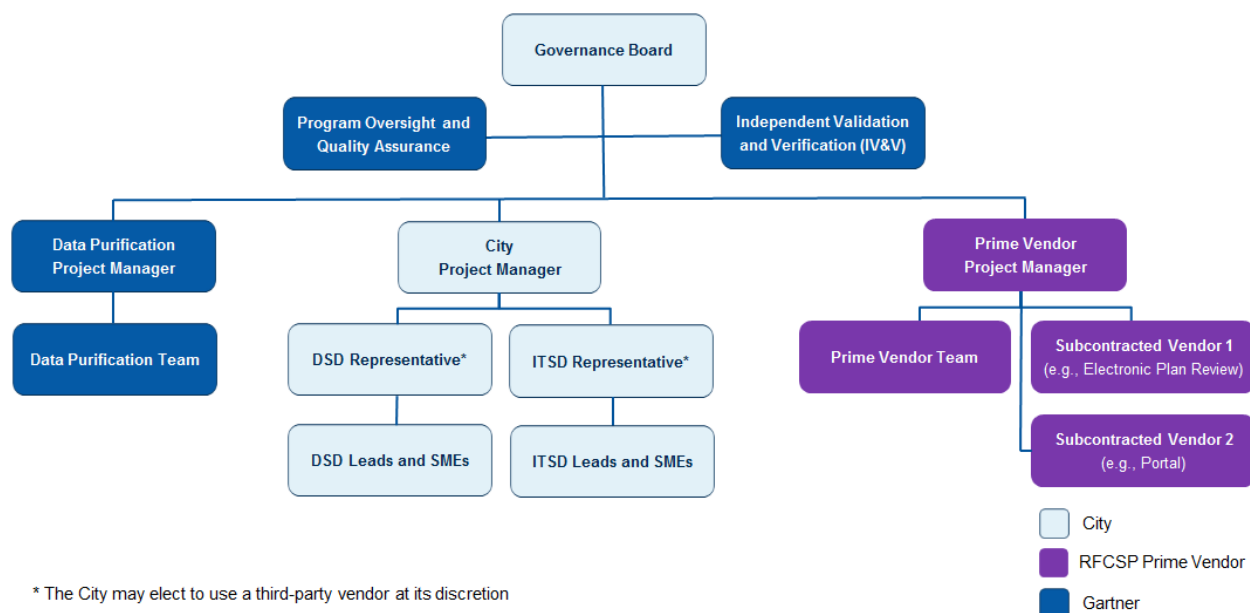
## 004 SCOPE OF SERVICE

### 4.1 Purpose

This Request for Competitive Sealed Proposal (“RFCSP”) is issued by the Development Services Department (“DSD”).

The purpose of this RFCSP is to select a qualified and licensed vendor (“Respondent”) to provide, implement, and maintain a new Land Development, Permit, Inspection, License and Violation Management System (“New System”). The City is seeking a single, prime vendor that will be responsible for delivery of the scope of services. The anticipated high-level implementation organizational model is presented below:

**Figure 4. High Level Implementation Organizational Model**



### 4.2 Scope

The Respondent's proposed solution must include:

- A new system that meets DSD's functionality requirements (see RFCSP Attachment G and Attachment H)
- A new system that meets the City's technical requirements and technology standards
- A New System that meets the System Integration and Replacement Requirements (see Section 4.3.2)
- All Proposed Software (including any third-party software or components that are required)
- Implementation Services
- Post-Implementation Support Services
- Provide six month warranty period commencing at first productive use for each scope deployment.
- Training, including development of training materials.
- Pricing as specified in the Pricing Workbook.

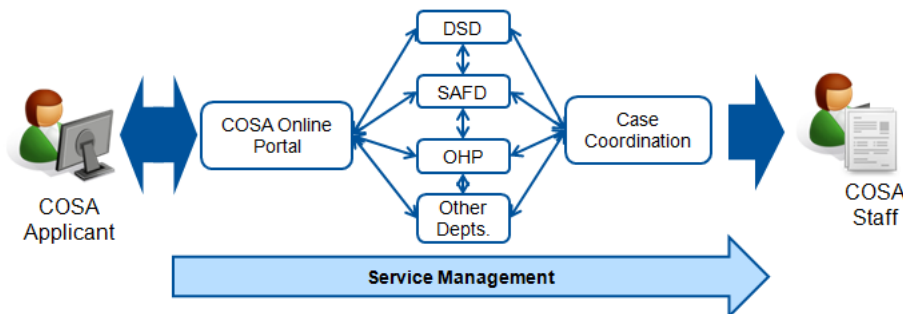
The City of San Antonio DSD reserves the right to procure a subset of the items listed in the pricing workbook at its sole discretion. The City reserves the right to procure software licenses directly with the proposed software vendors.

### 4.3 Future State Solution

#### 4.3.1 Overview

The New System will allow the City of San Antonio to move from a segmented, departmental approach to service delivery, to a customer centric business model. For example, as illustrated in the figure below, to obtain a Certificate of Occupancy the customer will submit a single application for all necessary permits required in a “One Address, One-Stop-Shop” fashion rather than interacting with various departments individually and sequentially. The New System will then support the case coordination performed by COSA staff through automated workflow based on business rules, consolidated and integrated cashiering functions, and true end-to-end accountability.

**Figure 5. Future State Service Management Model**



There are three central components to the New System:

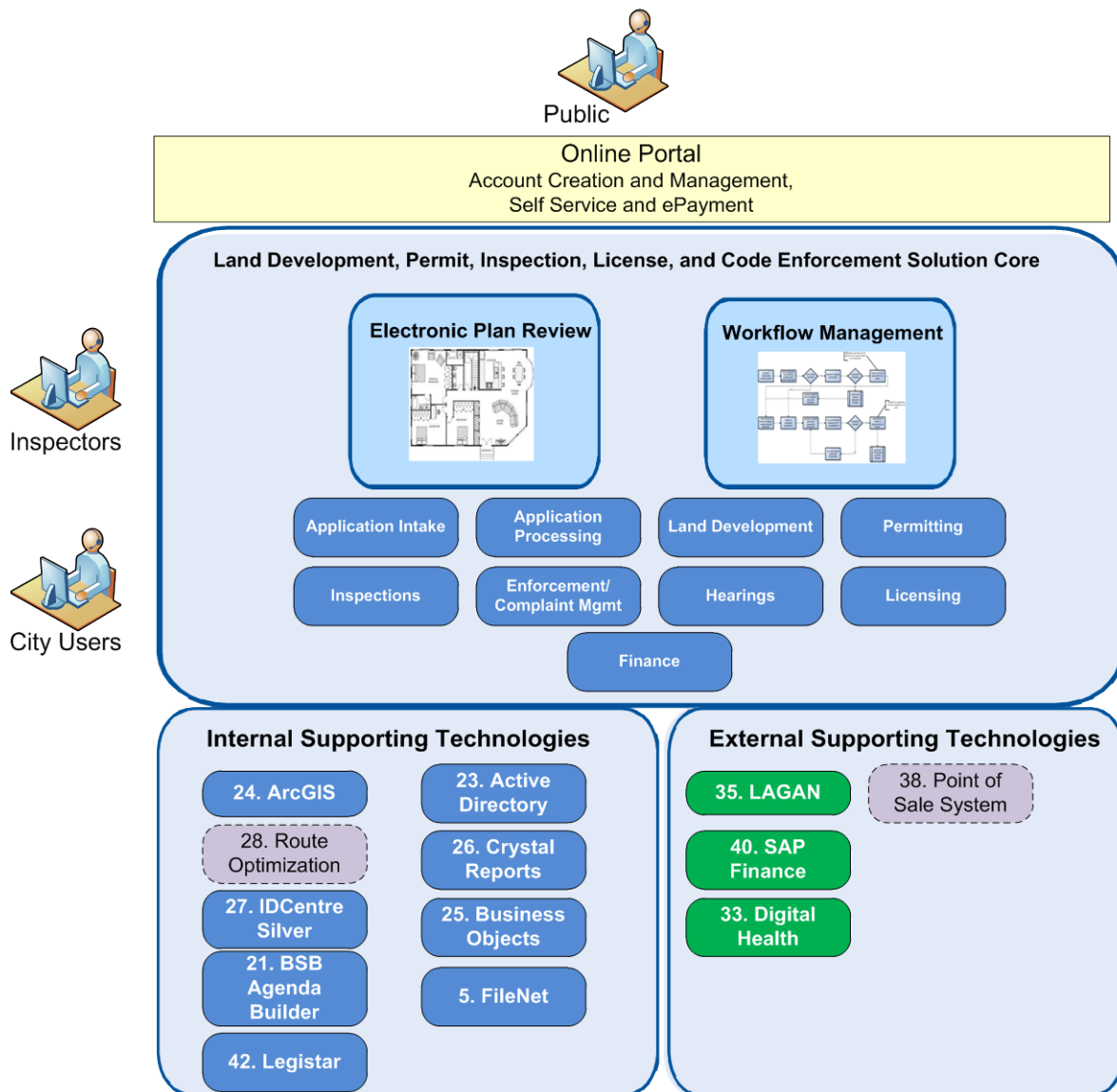
- **Land Development, Permit, Inspection, License and Code Enforcement Solution Core** – this component includes the workflows and business logic necessary to perform the core operations of the agency. It provides an internal portal for the City staff to perform business operations, and key integrations with enterprise systems such as ArcGIS, FileNet, and payments, finance, as well as other external systems.
- **Public Portal** – this component allows the public to access City services online; a core feature of this public portal is the application wizard to guide the applicant through the application requirements and process. Other features include (see RFCSP Exhibit 6 for details) managing online account, renewals, paying for applications, managing and paying for violations, filing online complaints, and performing license searches.
- **Electronic Plan Review** – this component provides functionality to perform the plan review process that includes simultaneous reviewer collaboration and markup of plans, sharing of revisions with the customer, overlays and identification of changes between versions of plans, and managing workflows for the review process.

#### 4.3.2 Conceptual Solution Model

The figure on the following page provides a conceptual model of the future system. This diagram provides a visual representation of system scope and system interactions. This is a conceptual diagram and does not include every interface that will be required.

The City’s future solution vision for the new system is shown in the figure below.

**Figure 6. Future State Solution Diagram**



**System ID Numbers correspond to tables in Sections 3.2.4, 3.2.5, and 3.2.6 where systems are described in further detail**

The core functionality is represented by the Land Development, Permit, Inspection, License, and Code Enforcement Solution Core. Of particular note, are the Public Portal, Workflow Management, and Electronic Plan Review, which must operate seamlessly together and operate against a common "Permitting Database." The Core Solution component is expected to provide portal, workflow, business rule, collaboration, GIS, document management, account management, financial management, customer self-help, notifications, flagging of a property, and analytics capabilities to enable the functionality described in the RFCSP Exhibit 6. For descriptions of these capabilities refer to Figure 8. The City has a set of technology standards, provided RFCSP Exhibit 8 which represents the infrastructure services provided within the organization. This is informational in nature and should not be considered as a constraint and/or disqualification of potential responses that may deliver a state-of-the-art solution to meet the City's business needs.



The New System shall exchange data with several external systems. Several interface mechanisms may be used depending on the need. They include message bus, web services, or FTP of flat file. The critical integrations include:

- (System ID #35): City's 311 LAGAN System to receive complaints and to send back resolutions via the generic universal message bus (GUMB).
- (System ID #40): SAP Finance to report financial transactions to the City's financial management system via FTP flat file.
- (System ID #5) FileNet
- (System ID #38) PoS
- (System ID #33) Digital Health
- (System ID #44) City's Municipal Court

Other potential integrations are aimed at reducing user "swivel-chair" between the Land Development, Permit, Inspection, Licensing & Compliance Management Software System and external systems. Additional descriptions of external sources are in Table 7.

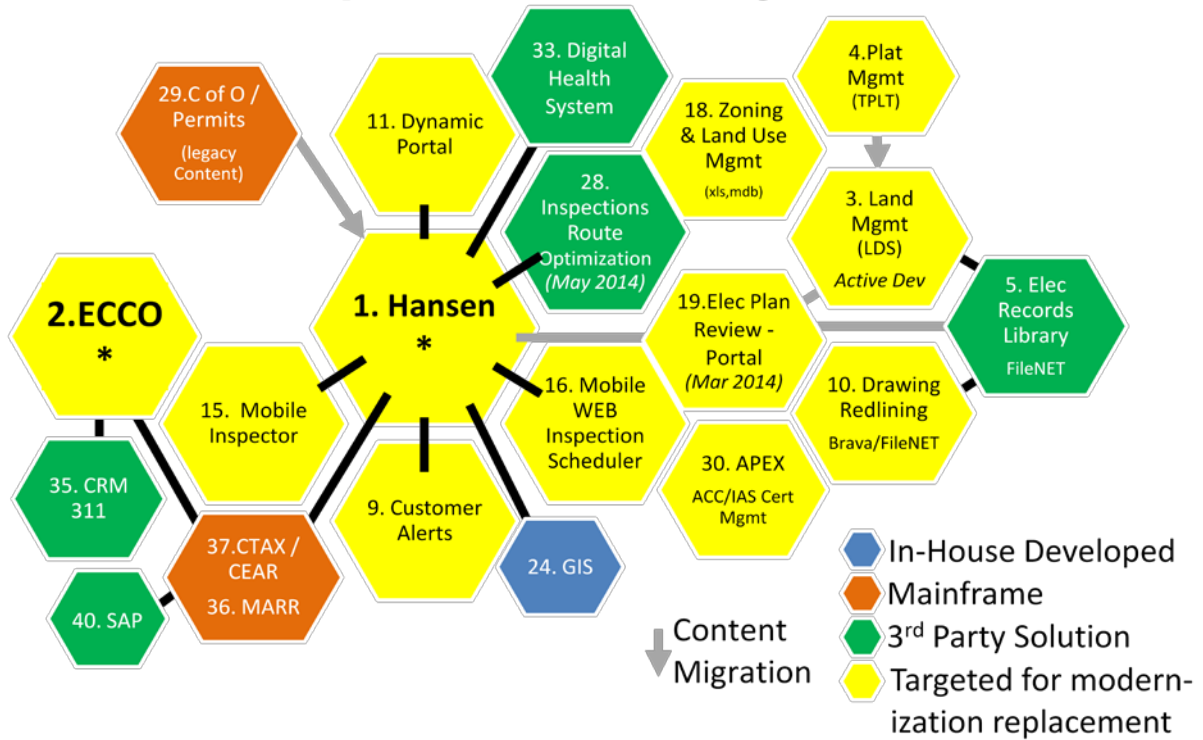
Data transparency is a key objective for this initiative. To this end, the System shall provide a replicated Online Analytical Processing (OLAP) repository for reporting purposes. The City currently uses Crystal Reports and Business Objects for building and delivering reports. The selected system will also be required to make high-value datasets available to the public online and in an open format that can be retrieved, downloaded, indexed, searched and reused in furtherance of the City's Open Data initiative. The proposed future state solution will be hosted and managed in the City's data center.

#### **4.3.3 Scope of Systems Replacement and Integration**

The figure below summarizes the current state environment and scope of replacement and integration. Please note this is not an exhaustive list of all required replacements/integration. This is for illustrative purposes only.

Figure 7. COSA Modernization Applications Replacement

## Scope – Business Systems



System ID Numbers correspond to tables in Sections 3.2.4, 3.2.5, and 3.2.6 where systems are described in further detail

The table below provides a comprehensive list of the current state systems and the scope of integration and/or replacement, as described below:

- In Scope for Replacement = System must be replaced as part of this project
- In Scope for Integration = System must be integrated with New System as part of this project
- In Scope for Replacement or Integration = Vendor may propose replacement OR integration as part of its proposed solution
- Potential Integration = COSA may choose to integrate with external system as part of future project phase
- Potential Replacement = COSA may choose to replace system as part of a future project phase
- Not in Scope for Integration or Replacement = System is not a candidate for future replacement or integration

**Table 8. Scope of Systems Integration and Replacement**

ID #	System Name	In Scope for Replacement	In Scope for Integration	In Scope for Replacement OR Integration	Not in Scope – Potential Future Integration	Not in Scope - Potential Future Replacement	Not in Scope for Integration or Replacement
1	Hansen	✓					
2	ECCO	✓					
3	LDS	✓					
4	TPLT	✓					
5	FileNet		✓				
6	Adobe X Pro	✓					
7	LD Agenda Builder	✓					
8	Complaints Query	✓					
9	Customer Alerts	✓					
10	Brava	✓					
11	Dynamic Portal	✓					
12	EPR Portal (Building Permits)	✓					
13	Escrow Balance	✓					
14	License Contractor Search	✓					
15	Mobile Inspector	✓					
16	Mobile Inspection Scheduler	✓					
17	Plan Fee Estimator	✓					
18	Zoning and Land Use Management Databases	✓					
19	EPR Customer Portal (LD)	✓					
20	CGEO	✓					
21	BSB-Agenda Builder		✓				
22	AHO	✓					
23	Active Directory		✓				
24	ArcGIS		✓				
25	Business Objects		✓				
26	Crystal Reports		✓				
27	IDCentre Silver		✓				
28	Route Optimization			✓			
29	Legacy Content	✓					
30	APEX (ACC/IAS	✓					

		In Scope for Replacement	In Scope for Integration	In Scope for Replacement OR Integration	Not in Scope – Potential Future Integration	Not in Scope - Potential Future Replacement	Not in Scope for Integration or Replacement
	Cert Mgmt)						
31	BIHN						✓
32	BICI	✓					
33	Digital Health*		✓			✓	
34	GUMB			✓			
35	LAGAN		✓				
36	MARR	✓					
37	CTAX			✓			
38	Point of Sale		✓				
39	SalesForce				✓		
40	SAP Finance		✓				
41	Bexar County Electronic Recordation System		✓				
42	Legistar		✓				
43	ROW Management					✓	
44	City's Municipal Court		✓				
45	Historic Preservation Case Management System	✓					

System ID Numbers correspond to tables in Sections 3.2.4, 3.2.5, and 3.2.6 where systems are described in further detail

\*Digital Health is in scope for integration as part of this project. In the future, Digital Health may be selected as a candidate for replacement as part of a separate project effort.

#### **4.4 Functional Components**

The functional components of the New System will implement capabilities that include Land Development, Permit, Inspection, License and Violation Management functions typically covered by Permitting and Licensing Systems. DSD and other key permitting departments currently use a number of internally and third-party developed systems, which are reaching end-of-life and/or are currently not meeting all of their business needs. The future state vision is to replace the existing Hansen, ECCO, LDS, TPLT and other adjacent systems with a single, integrated solution that supports the key departmental functions.

For more information on the detailed functional components, please refer to RFCSP Attachment G and RFCSP Exhibit 6. The sections below are intended to provide a high-level overview of the functional requirements.

##### **4.4.1 Intake/Customer Portal**

The vision of the Systems Replacement public portal is that it will be a “one-stop shop” for all interactions between the public and DSD (and other designated stakeholders). A self-service portal will enable customers to perform many business functions online including submit applications for permits, projects, and licenses, submit online payment, plan upload and status tracking across all services, departments and at any time in the lifecycle of a project (e.g. platting, permit application, inspection, etc.).

Other examples include:

- The public would use the portal to gather information about the City’s development service offerings, application requirements and in-progress and completed development activities.
- The development community would use the portal to manage and track application activities, pay fees and fines and obtain relevant project information.
- The City would use the portal as a means to communicate static as well as real-time data to the public, facilitate the provision of services and to communicate information regarding specific development activity to relevant parties.

One of the core capabilities of the portal is to present a “wizard” interface that would guide users through the process of selecting the appropriate service and collecting the right information and documentation to build an application. Conceptually, this is similar to a consumer using online tax preparation software that hides the complexity of the tax code and myriad of forms associated with the filing process. This wizard implements a decision tree at a coarse level and specific business rules at a granular level.

After the initial intake of applications within the Web Portal, the application is handed off to the intake within each department, which spawns the micro workflows. The initial validation at the portal level will streamline the intake process so that no major issues are discovered at the department level.

##### **4.4.2 Application Processing**

The City of San Antonio provides a myriad of services, and many different permits to the development community that require different types of reviews, sign-offs and inspections. The New System will support the various application types, associated business processes, and subsequent system workflows for the City’s land development, permit, licensing, and code enforcement functions. The workflows used to perform these functions are often complicated, consisting of many steps crossing to and from several departments and requiring input from different sources, including the applicant, various City agencies, and several outside agencies. The workflow component should streamline each process followed by the City by standardizing and reusing repeatable processes, automating task assignments and managing documents and application timelines. The workflow management component should integrate with the portal to provide real-time data to online users. This component should also integrate with the Electronic Plan Review functionality described below; as such functionality is vital to the City’s core service offerings. Additionally, it is imperative that workflows and business rules can be changed with configuration to quickly adapt the system to ordinance changes. This configuration should be easily accessible and not require coding. The configuration should be able to be performed by Business Subject Matter Experts designated as Application Administrators.

This capability implements the back-office processing and information tracking on behalf of the application. It implements the micro workflow within the departments. The implementation of an automated workflow process streamlines and enforces the business procedures (administrative rules, legislative mandates, and City of San Antonio policies) necessary to manage the land management, licensing, permitting, plan review and enforcement programs of City of San Antonio.

The New System will automate many existing manual tasks, track required response times and workload, and facilitate a tighter integration between departmental functions. The System will bring together disparate systems and City of San Antonio departments and divisions to help ensure better utilization of staff and resources, and to provide greater customer service.

#### **4.4.3 Land Development**

The Land Development teams are responsible for the review and approval process of Master Development Plans (MDP's), Planned Unit Development (PUD), Plats, Rights Determination, Street Name Changes, Addressing, trees preservation/inspection, infrastructure review/inspections, bonding, variances, appeals, traffic impact analysis (TIA's), Zoning, Non-Conforming Rights, Development Preservation Rights. These business processes are coordinated with several internal and external reviewing agencies, and the department also supports the Zoning Commission, Board of Adjustments, and Planning Commission.

This functionality will focus on the enforcement of rules and regulations related to land development, including supporting the following business processes:

- MDP, PUD and Platting
- Zoning
- Technical Review of Land Development Applications
- Addressing
- Maintain Parent/Child Relationships between Existing and New Land Development Applications and Permits.
- Monitor Project Validity
- Flagging Property, Lots and/or Parcels with notifications
- Managing Consent and Performance Agreements, and Time Extensions
- Traffic Impact Analysis
- Rights Determination, Nonconforming Rights, Street Rename changes, Annexation Agreements and Development Agreements, Memorandum of Understanding, Limited Purpose Annexation agreements

#### **4.4.4 Permitting**

This functionality will support City staff in issuing and managing permits. This includes supporting the following business processes:

- Permit Issuance
- Monitoring Active Projects/Permits and Final Project Clearance
- Customer Request for Issue Review/Hearing
- Scheduling and Conducting Reviews/Hearings
- Permit Renewals

The City of San Antonio issues various types of permits and provides a myriad of services, that require different types of reviews, sign-offs and inspections. The workflows used to perform these functions are often complicated, consisting of many steps crossing to and from several departments and requiring input from different sources, including the applicant, various City agencies, and several outside agencies. As discussed above, the workflow component should streamline each process followed by the City by

standardizing and reusing repeatable processes, automating task assignments and managing documents. The workflow management component should integrate with the portal to provide real-time data to online users. This component should also integrate with the Electronic Plan Review and Mobile Inspection functionality.

#### **4.4.5 Licensing**

This set of functionality allows an Applicant to manage the process of applying for a license through the City, and supports City staff in processing and managing those licenses. The functionality will support the following business processes:

- License Application
- License Renewal
- Exam/Class Scheduling and Results

The City issues a number of license types with various requirements for issuance and renewal. Through a decision tree process or similar, the System will determine what information, documents, exams/classes and/or education credits, and performance tests are required and prompt the customer to enter the sum total of the information required for the application for that license type. Workflow within the new System will route the various application components to the personnel and departments responsible for review, and ensure all required application components are satisfied prior to issuing a license, application, or renewal.

#### **4.4.6 Hearings**

In addition to regularly supporting various governing authorities (i.e. the Zoning Commission, Board of Adjustments, Building Standards Board, Building Related and Fire Code Appeal and Advisory Board, Historic Design Review Committee and Planning Commission), the System must allow a City Customer to request an opportunity to meet with a governing authority to discuss an issue. This scenario may arise from a variety of situations, such as appeals of a violation or rejection of an application, reviews of plans, or requests for rezoning, exceptions, variances, code modifications, etc. Hearing functionality will support the following business processes:

- Build Agendas for Hearings/Reviews
- Board Document Staff Recommendations and meeting support (e.g., public notices)
- Customer Request for Hearing/Review
- Hearing/Review Scheduling
- Conduct Hearing/Review and Record Results
- Preliminary Plan Reviews and Plan Reviews by Appointment

The system must interface with the City Councils Granicus/Legistar-Agenda Builder or create an agenda builder within the system.

The system must be able to trigger downstream workflow activities based on the outcome of a hearing and the results recorded in the system.

#### **4.4.7 Electronic Plan Review**

The majority of the plans will be submitted and managed electronically in the future state solution. If submitted manually, paper plans may be scanned into electronic format before they are submitted for review. Electronic Plan Review capabilities will include review, markup, and comparison of electronic plans.

An electronic plan review component will provide the City of San Antonio the ability to electronically accept digital development plans, make them accessible to appropriate reviewing authorities, while also providing version control capability to enable parallel review and markup online, and approve and/or provide feedback to applicants. This will allow for parallel processing of plat and plan reviews and coordination between different reviewers.

#### **4.4.8 Inspections**

Inspection capability includes assigning, optimized routing and scheduling of inspections and capturing of the inspection results. The New System shall provide managerial support, allowing supervisors to easily view real-time inspection performance metrics to assist in workload management, as well as integration with the online portal to provide greater transparency to customers and provide for customer notifications. Remote access to the New System via mobile devices will provide field inspectors accurate and timely information, increasing the overall efficiency of field inspections. Field inspectors will be able to access account details, generate necessary documentation, and provide immediate information to customers regarding the results of the inspections. The utility release process with utility providers will be automated. Utilizing GIS-enabled scheduling will allow inspectors to optimize their routes and reduce travel time and expenses.

#### **4.4.9 Enforcement/Complaint Management**

Enforcement and Complaint functionality covers the processes from recording violations and managing complaints. The New System will help ensure that all permit holders and licensees maintain the eligibility requirements to participate in City of San Antonio programs. The New System will allow City of San Antonio Enforcement staff to easily view account details and account history, pending cases or complaints, inspection results, bond information, and all other necessary information for their investigations. The New System will interface with external sources to enable quick access to location and licensee data, and support remote access to the System via mobile devices. The System will support associated business functions such as generating work orders and tracking job effort.

Complaint Management includes managing and tracking complaints submitted by citizens for suspected code violations. The system will also integrate with the City's 311 System (Lagan) so that complaints submitted via 311 are imported into the system, and results/actions taken are transmitted back to Lagan. Complaint management will be governed internally through automated workflow processes, ensuring that complaints are handled in a timely manner, and that all submitted items are tracked and investigated appropriately.

#### **4.4.10 Finance**

The new system shall support overall financial processes associated with the Land Development, Permit, Inspection, Licensing & Compliance Management Software System, including payments, refunds, receipting, and invoicing. The system shall interface with the finance system, SAP, and the City's Point-of-Sale system.



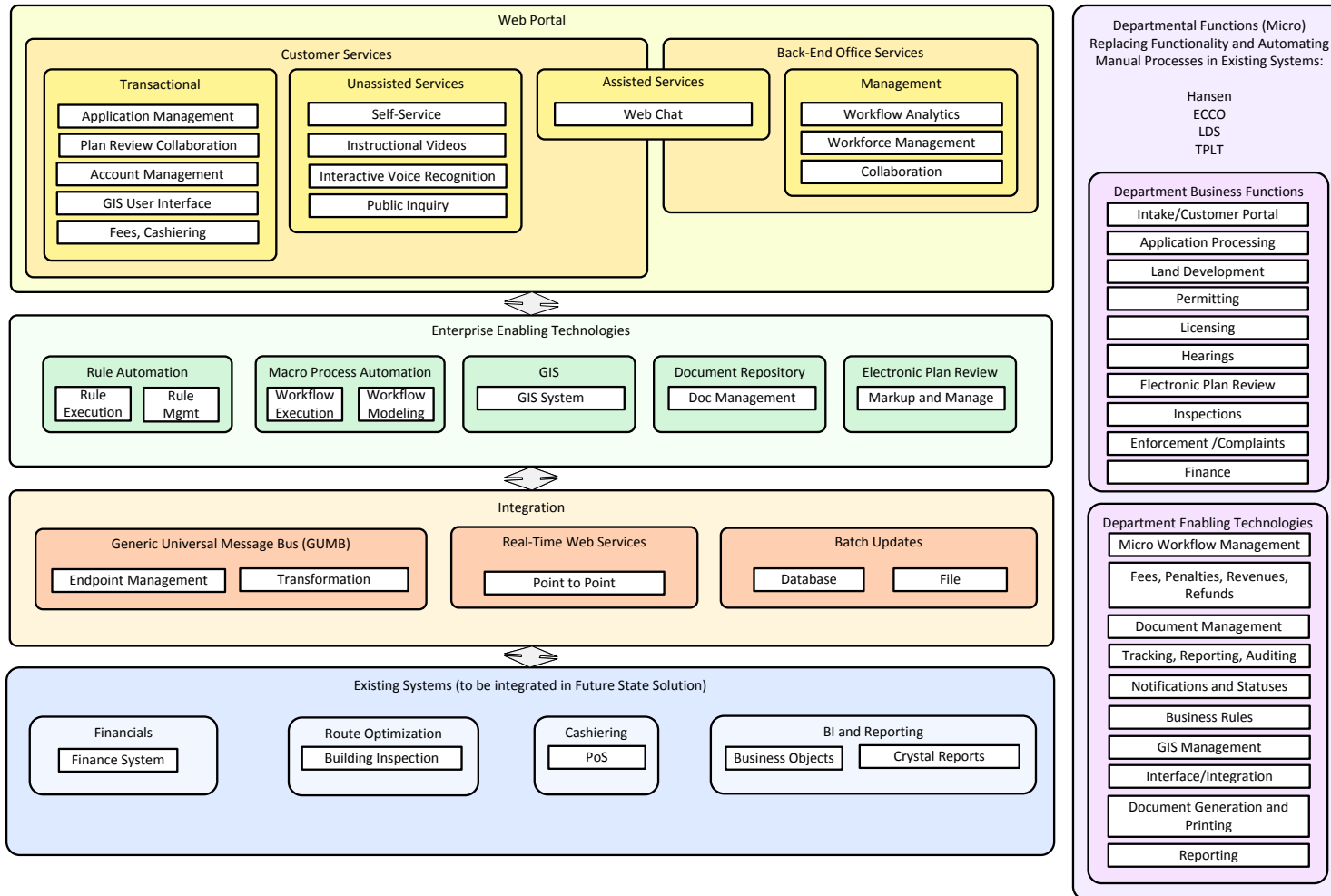
#### **4.5 Technical Components**

For more information on the technical requirements, please refer to RFCSP Attachment H. This section is intended to provide a high-level overview of the technical requirements.

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The following diagram illustrates the City of San Antonio's New System's Conceptual Solution Model. The components of the Conceptual Solution Model are described in detail in the following sections.

**Figure 8. New System Conceptual Solution Model**



The model contains a number of large building blocks:

- **Web Portal**: The Web Portal is a web-based user interface that serves as the entry point for all user interactions with the new solution (customers and employees).
- **Enterprise Enabling Technologies**: The Enterprise Enabling Technologies contains a set of key technologies that are required to support the future state functional requirements.
- **Integration**: Integration between the future state solution and external systems will be managed through the existing available integration channels.
- **Existing Systems**: A number of existing systems will continue to operate and interface with the future state solution.
- **Departmental Functions**: Departmental Functions contains the set of key functional capabilities and automated processes that will be supported by the future state solution.

The subsequent sections describe these building blocks and drill down to the capabilities.

#### **4.5.1 Web Portal**

The portal represents a unified customer self-service interface for City of San Antonio customers, including constituents, licensees, and developers, as well as a set of support services for City of San Antonio employees. The Web Portal has the following technical components, detailed in the following sections:

- Customer Services
- Back-End Office Services

##### **4.5.1.1 Customer Services**

Customer Services consist of capabilities for external users to perform key development and licensing activities online including application submission, electronic plan submission, monitoring and tracking capabilities, management of account settings, and making online payments.

The functional capabilities are further decomposed into several categories:

- **Transactional**: The Transactional services implement the permit application process.
  - Application Management
  - Plan Review Collaboration
  - Account Management
  - GIS User Interface
  - Fees, Cashiering
- **Unassisted Services**: The Unassisted Services provides customer self-service capability that does not require any direct interaction with employees.
  - Self-Service
  - Public Inquiry
- **Assisted Services**: The Assisted Services provides various ways in which users can interact with live agents, through different channels.
  - Web Chat

## **Transactional**

### **Application Management**

This capability manages the submission of the application and tracks it on the user's behalf. It provides a customer-centric portal view of the macro workflow process, and tracks the application status. Additional documentation may be required, plans may need to change and fees collected.

The application management capability uses a number of enabling technologies:

- Macro Process Automation to orchestrate, execute and track the inter-departmental workflow processes.
- Centralized Document Repository to store and manage all documents related to an application.

A centralized and shared application database captures all pertinent information about the application. It will establish a unique project ID that is used across the departments that implement the micro workflow. This capability contributes to increasing the transparency of the application process.

### **Plan Review Collaboration**

Provides for the online collaboration capability of electronic plan review, integrated with back-end capabilities in the enabling technologies. This capability replaces the use of paper-based drawings, but paper plan submittals and reviews of these will continue for the near future.

There is some overlap between electronic plan review in a broader sense, which encompasses workflow, document management and portal technology, and other capabilities in the future state solution. The City envisions that the user experience of the product is integrated with the overall portal, to provide a unified interface.

### **Account Management**

Recognizing that City of San Antonio customers will return to the portal many times while the project/application is in progress (and may have multiple projects and/or applications), there is a need to establish user accounts, provide secure access to the user's projects, and only require the user to enter the same data once.

### **GIS User Interface**

The GIS Viewer allows users to view GIS data through the Web Portal utilizing data and map services from existing GIS enterprise system that provides a geographic view of the projects (permits, MDP, Plats, PUDS, Rights, etc.).

### **Fees, Cashiering**

This capability allows a single interface to make payments, from the user perspective, and (through integration) distribute revenues to departments, and provide a feed to DSD's financial system. The future solution will integrate with DSD's cashiering system.

## **Unassisted Services**

### **Self-Service**

A comprehensive self-service web portal is a critical component for the future state solution. This capability allows users to perform many of the in-person activities through the Web Portal Self-Service solution using a variety of customer-centric online tools and self-guided instructions/online help.

### **Public Inquiry**

The public inquiry capability supports inquiries related to a variety of application/project types that originate from parties who are not directly involved with the project, such as neighbors. These inquiries could be related to potential code violations, or purely informational. For a particular parcel or address, the new System will supply a subset of information related to the current permits and permit applications.

## **Assisted Services**

### **Web Chat**

A Web chat session involves interactive, Internet-browser-based, live text interactions that can be launched at any time, from learning about rules and regulations to managing specific applications. Web chat allows users to ask a question at any time, from learning about rules and regulations to managing specific applications. Since the agent has access to the knowledge base, they can typically handle multiple requests at the same time, making this a much more efficient channel from the City's perspective.

#### **4.5.1.2 Back-End Office Services**

Back-End Office Services within the Web Portal consist of capabilities for employees to directly support customers through the Assisted Services (see Customer Services) and to support the management of the permit application processes. Employees also have full access to Customer Services to perform in-person application intake and processing on behalf of a customer.

## **Management**

### **Workflow Analytics**

The Macro Process Automation capability (described in Enterprise Enabling Technologies) executes and tracks the application process between departments. It captures a number of metrics that can be used by employees to establish Key Performance Indicators. Based on these indicators, employees can ensure that the application process steps are completed within the expected service levels, and allow the intervention when needed.

### **Workforce Management**

Similar to Workflow Analytics, the Macro Process Automation capability tracks the number and types of applications routed to individual departments. Based on these metrics, trends and forecasts, management can proactively allocate its workforce based on anticipated demand.

### **Collaboration**

Many departments are part of the application process for a single application and the process will change from a largely sequential process to executing parallel steps where feasible. This requires a capability for multiple departments to collaborate and coordinate on individual applications.

### **Reporting and Analytics**

The portal will provide web-based reporting and analytics for users to run reports, perform analytics, and conduct ad-hoc reporting.

#### **4.5.2 Enterprise Enabling Technologies**

These technologies support the future state solution.

##### **4.5.2.1 Rule Automation**

The goal of rule automation is to capture the many business rules that govern the land development, permitting, licensing and enforcement processes, and evaluate them in an automated framework. Rule automation serves two purposes in the conceptual model:

- Support decisions within the Macro Process Automation capability by extracting complex rules/decision trees from the workflow tool.
- Support the process as executed by departments, by using a consistent set of rules across the organization.

There are many implementation options for rule automation, ranging from lightweight components to full-fledged Business Rule Management Systems (BRMS). In the introduction of the conceptual model, we emphasized the preference for a pragmatic and efficient implementation, and this is especially pertinent for the rule automation capability.

### **Rule Execution**

Rule Execution is the runtime environment in which rule sets are evaluated. It supports other capabilities as described above.

### **Rule Management**

Rule Management provides the capability to author, test, version control, and publish rules to the runtime environment. Systems analysts, and potentially business analysts, typically use a visual tool to manage the rules.

#### **4.5.2.2 Macro Process Automation**

The goal of Macro Process Automation is to capture the inter-departmental workflow of the services that implement permit processes, and execute them in an automated framework. Currently, customers manage these processes themselves as they are referred from department to department in order to obtain clearances for permits and the finalization of the project.

Workflow automation of these processes encapsulates the steps that users manage today, and aims to execute them more efficiently by the correct sequencing, parallel processing and ensuring that the right information is available for individual departments, at the right time. The departments continue to process their own workflow (micro workflow) using existing tools/products or replacement tools/products.

Similar to rule automation, macro process automation is an ambitious goal, and the City may initially only implement the more straightforward services, prior to automating the more complex scenarios. The range of implementation options is similarly broad, from lightweight workflow tools to full-fledged Business Process Management Systems. Again, we envision a pragmatic New System.

#### **4.5.2.3 Workflow Execution**

Workflow Execution is the runtime environment in which the processes are executed.

#### **4.5.2.4 Workflow Modeling**

Workflow Modeling provides the capability to author, test, version control, and publish process models to the runtime environment. Systems analysts, and potentially business analysts, typically use a visual tool to manage the workflow processes.

### **4.5.3 GIS Integration**

The New System shall integrate with COSA's enterprise ArcGIS system view information spatially. The GIS integration provides geographical information to support the permit application process, including application requirements, reviews required based on location, inspection scheduling and routing, etc. GIS integration shall provide a spatial view of the projects (permits, MDP, Plats, PUDS, Rights, etc.) in a GIS view.

### **4.5.4 Document Repository Integration**

The Document Repository provides centralized storage of, and access to, all documents related to permit applications. It will be used by all involved departments and be integrated with the departmental capabilities.

#### **4.5.4.1 Document Management**

The New System shall integrate with COSA's enterprise FileNet system to provide document management capabilities that include:

- Repository services: Store the documents and make them accessible, typically via a nested folder-style metaphor, or sometimes via a hierarchy of metadata or tags
- Metadata services: Supply general information about the documents, such as author, date created, size, file type, content type, and so on
- Search services: Allow users to search for documents based on words embedded in the text (keyword search) and/or document metadata, such as author, subject, or date created
- Versioning services: Control the integrity of new versions of documents
- Rendering services: Transform files from one format to another, such as translating a Microsoft Word file into Adobe Portable Document Format (PDF)
- Audit services: Track and report on document changes and life cycles
- Life cycle services: Usher documents through a life cycle process, performing actions such as preventing deletion when a document is under a hold order, deleting a document at expiration time (e.g., 90 days, two years, or nine years), and document archiving/retention based on defined business rules.
- Access control services: Control access to documents, typically on a folder basis but sometimes on a document-by-document basis, typically integrated with the enterprise directory or authorization service.

#### **4.5.4.1.1 Electronic Plan Review**

Electronic Plan Review replaces the paper drawings that are used today. The goal is to allow users to upload electronic plans when submitting applications, and use these plans throughout the process, after which they become part of the document repository.

#### **4.5.4.2 Mark-up and Manage**

This capability supports the electronic review process of drawings, through a cycle of markup and review cycles, from submission to inspection. All authorized parties have access to the electronic drawings. Typical capability includes:

- Browser-based viewing without the need for desktop software
- Parallel plan review by multiple departments
- Dynamic overlays and comparison of versions

Upon completion of the review process, the electronic plans are archived into the centralized document repository.

#### **4.5.5 Integration**

The future state conceptual architecture consists of multiple capabilities that operate in integrated fashion. In some cases, it makes sense to integrate directly between components, such as a GIS map viewer in the portal and the GIS back-end GIS data and GIS services. In other cases, it makes sense to go through an intermediary integration capability, such as communicating with existing systems that may require customization on either end to establish exchanges.

This capability can be implemented through a wide range of technologies, ranging from simple web services to full-fledged Enterprise Integration suites. In some cases, products that cover the Macro Process Automation (which supports process orchestration, in this model) may also cover integration.

#### **4.5.5.1 Generic Universal Message Bus**

DSD currently uses the City's custom Generic Universal Message Bus (GUMB) as the integration tier to exchange data between different systems. Currently, only a limited number of systems integrate through GUMB. DSD expects the future state solution to further utilize GUMB as the primary integration platform, where possible. COSA may consider an alternative integration solution proposed by the vendor.

### **Endpoint Management**

Endpoint management allows integration targets (endpoints) to be wrapped in a service interface and be invoked using standard interface technologies, through the service bus. Systems may have different technical protocols in which they communicate, requiring protocol conversion.

### **Transformation**

Transformation allows for the translation and restructuring of messages (or the “payload”) between two different systems. Transformation may involve lookups to other systems.

#### **4.5.5.2 Real-Time Web Services**

Many City of San Antonio systems currently employ the use of standardized web services as the integration mechanism between two systems.

### **Point to Point**

Currently, systems exchange data by consuming point-to-point web services exposed by another system. This approach becomes less viable and difficult to manage when the number of systems and integration points increases. The integration for the future state solution will use web services (or other standardized interfaces) to facilitate data exchange with other systems using GUMB or an alternative integration middleware solution.

#### **4.5.5.3 Batch/Real-Time Updates**

The New System shall support the ability to perform batch data exchanges with external systems. The New System should be able to import and export a variety of flat file formats including character delimited and XML files received through a standard transfer protocol such as Secure File Transfer Protocol (SFTP). Additionally the New System shall be able to report and gracefully terminate when unrecoverable exceptions are encountered.



## 4.6 Proposed Implementation Plan

The proposed implementation plan incorporates multiple production releases to deploy incremental functionality with each release.

### ■ **Functional Group 1: LDS & TPLT**

- This group is to be the first set of functionality to go-live and is focused on implementing Land Development functionality to replace LDS, TPLT, and ancillary systems.

### ■ **Functional Group 2: Hansen**

- This group is focuses on replacing Hansen and ancillary systems. The goal of this group is to provide services equal to or better than the existing capabilities to both public and internal users. This group includes all essential permitting and inspections functions such as permitting, plan review, inspections, online inspection requests, inspection routing, finance, and core enterprise interfaces for document management, payments, finance, and GIS. Additionally, this group seeks to improve the customer self-service portal with the wizard.

### ■ **Functional Group 3: ECCO**

- This group is to be the second set of functionality to go-live and focuses on replacing ECCO and ancillary systems. It includes enforcement functionality, online complaint submission, and an interface with the 311 system.

### ■ **Functional Group 4: Hearings and Additional New Functionality**

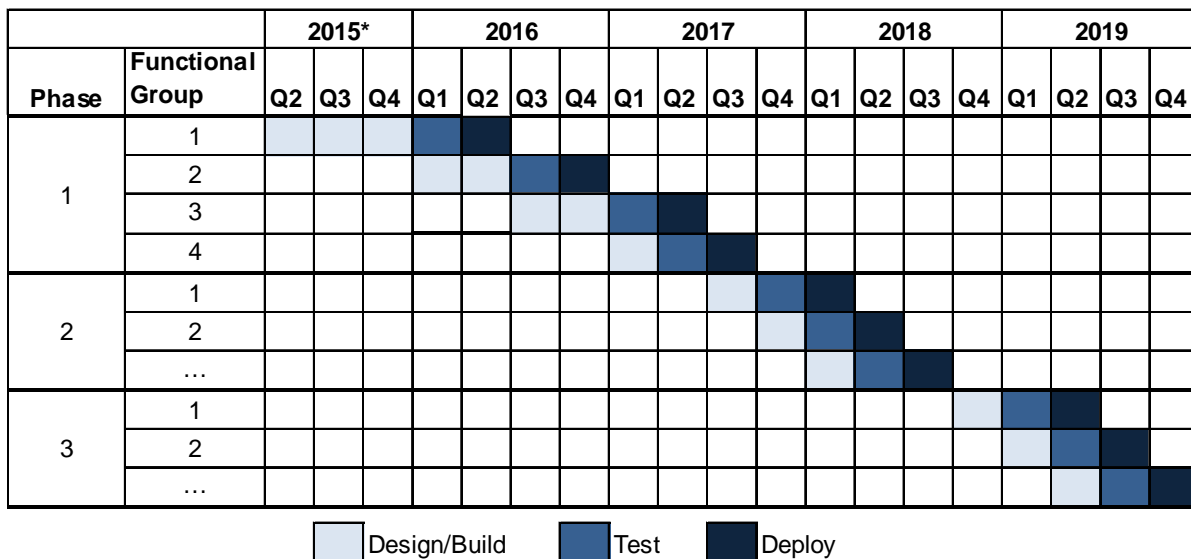
- This group is the last set of functionality to go-live and includes hearings as well as other new incremental functionality for public and internal users.

**Table 9. Functional Groupings**

Phase	Functional Group	Core Legacy Systems Replaced	Key Functionality		
1	1	LDS / TPLT	Land Development including MDP, PUD, Plats, Rights, and other Land Development processes.		
	2	Hansen	Customer Self-Service Portal with Wizard	Licensing	Electronic Plan Review
			Finance	Permitting	Inspections
			Inspection Routing	License Renewals	Enterprise Interfaces: ECM, cashiering, Finance, GIS
			Online Inspection Request		
	3	ECCO	Enforcement	311 Interface	Online Complaint Submission
4	None	Hearing Scheduling	Exam Scheduling	External Interfaces	
		New Permit Types	Advanced inspections/enforcement		
2	1	TBD	TBD	TBD	TBD
	2	TBD	TBD	TBD	TBD
	...	TBD	TBD	TBD	TBD
3	1		TBD	TBD	TBD
	2		TBD	TBD	TBD
	...		TBD	TBD	TBD

The figure below shows a potential implementation timeline using the Phased by Functionality approach. All Phase 1 functionality is delivered over approximately 25 months and may be followed by subsequent Phase 2 and 3 to implement the selected solution into other City departments. These departments may include San Antonio Fire Department, Metropolitan Health, Transportation and Capital Improvements, Office of the City Clerk, Parks and Recreation, and San Antonio Police Department. Phase 1 represents the context for the Respondent's proposal.

**Figure 9. Sample Implementation Timeline**



#### **4.7 Vendor Solution Response Requirements - See Attachment A.**

The City of San Antonio is seeking proposals for a City hosted solution that is based on a highly configurable COTS product that reduces dependence on IT system administrators to support changes to the system. The New System may be comprised of one or more COTS products to satisfy the requirements of this solicitation (e.g., Best of Breed). Respondent's responses shall be concise and specific to the requirements. Respondent should describe how their solution meets or exceeds the requirements of this solicitation and should address the topics in the sections below. Respondent's solution and response should also comply with the expected organizational structure, as illustrated in Section 4.1 (e.g., System Integrator as Prime Contractor, with sub-contracting as appropriate).

The City of San Antonio DSD reserves the right to procure a subset of the items listed in the pricing workbook based on its own discretion.

The Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Respondent(s) are encouraged to include additional relevant information as appropriate. Respondent should submit response using the following tab structure (description of the content for each tab can be found in the sections below). All hardcopies must be include appropriate physical tabs in the binders.

##### **Original Proposal**

- TAB 1 – Title Page
  - ❑ The title page should include the title and number of the RFCSP, name and address of the Respondent(s), and the date of the proposal.
- TAB 2 – Cover Letter
  - ❑ The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Respondent regarding all matters related to the Proposal and any Contract subsequently awarded to said Respondent.
  - ❑ This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Proposal.
  - ❑ Proposal must be signed and notarized by an authorized representative(s) of the Respondent, which must be the actual legal entity that will perform the contract if awarded and the total fixed price contained therein shall remain firm for a period of one-hundred eighty (180 days).
- TAB 3 – Table of Contents
- TAB 4 – Executive Summary
  - ❑ This section shall be written for City Management, and shall briefly address the Respondent's approach to the New Permitting & Electronic Plan Review project. This Section shall be limited to 1-2 pages.
- TAB 5 – Product Overview
- TAB 6 – Functional Solution
  - ❑ TAB 6A – Intake/Customer Portal & Application Management
  - ❑ TAB 6B – Permitting
  - ❑ TAB 6C – Land Development
  - ❑ TAB 6D – Licensing
  - ❑ TAB 6E – Electronic Plan Review (EPR) Solution
  - ❑ TAB 6F – Inspections, Enforcement, & Hearings
  - ❑ TAB 6G - Finance
- TAB 7 – Technical Solution
  - ❑ TAB 7A – Conceptual Architecture
  - ❑ TAB 7B – System Architecture
  - ❑ TAB 7C – System Security Plan
  - ❑ TAB 7D – Systems Integration
  - ❑ TAB 7E – Data Migration

- TAB 7F - Reporting
- TAB 8 – Project Implementation Approach & Understanding
  - TAB 8A – Schedule and Work Plan
  - TAB 8B – Staffing Requirements and Proposed Organizational Chart
  - TAB 8C – Project Management Approach
  - TAB 8D – Implementation Approach
  - TAB 8E – Key Implementation Risks and Mitigation Strategies
  - TAB 8F – Test Strategy
  - TAB 8G – Knowledge Transfer and Training Approach
  - TAB 8H – Business Continuity and Disaster Recovery Plan
  - TAB 8I – Production Support and Transition
  - TAB 8J - Deliverables

The response requirements are further detailed in the below sections.

#### 4.7.1 Product Overview

The Respondent shall provide a Solution and Product Overview, including Product Capabilities and Features, Product History (e.g., prior major releases of the product), and Product Roadmap and Direction.

#### 4.7.2 Functional Solution

Respondent shall complete and submit the Functional Requirements Matrix RFCSP Attachment G of this document. For each requirement, Respondents should indicate with “Yes” or “No” whether the requirement is addressed by the proposed solution. The Respondent’s “Yes” or “No” response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. The four options are:

1. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.
2. **Supported through Customization?** – use this column when the requirement is met by Customizations to the proposed solution.
3. **Supported in Future Product Release? (version #, planned date)** – use this column when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Please provide the version number and the planned date of release for any responses in this column.
4. **Requires Integration with Third Party Product or Respondent?** – use this column when the requirement can only be met through the use and integration of a third-party product or solution.

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix, including those marked as “Mandatory” or “Preferred.” In addition to completing the functional requirements matrix, the Respondent must provide a narrative overview of how the proposed solution will meet functional requirements as outlined in the following sections.

##### 4.7.2.1 Intake/Customer Portal & Application Management

Describe the proposed approach to using Portal technologies to enable Intake of applications online for external end users of the proposed solution. The Respondent’s approach, at a minimum, must take the following topics into consideration:

- Wizard Capabilities
- Decision Tree Design
- Document Upload Control
- Location Services
- Data Entry Design

- Contact Support

### **Location-Centric & Person-Centric Capabilities**

The underpinning of the solution will be location-based and people-based record events. Describe the ability to link records back to locations and people that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Leveraging of GIS systems
- Leveraging of multiple resource databases
- Location-based reference data
- Contact-based reference data

### **Intake**

Describe the proposed approach to enable Intake of development projects and applications for permitting, licenses, and other services, including but not limited to the following:

- Business Rule Validation and Enforcement
- Integration of Planning and Development conditions with Permitting Functionality
- Document Upload Control
- Data Entry Design
- Location Services

### **Application Processing**

Describe the proposed approach to enable Application Processing for internal end users of the proposed solution, including but not limited to the following:

- Assignment and Queuing Capability
- Version Control
- Application Status
- Locks, Holds, or Notices
- Business Rule Validation and Enforcement
- Auto-Triggering Capabilities
- Location-Based Validations
- Contact-Based Validations
- Workflow Integration
- User Experience
- Timeline Management Notifications

### **Workflow Management**

Describe the Workflow Management technology that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Inter-departmental and Intra-departmental accessibility
- Portal Accessibility
- Workflow architecture
- Automatic Notifications
- Sequencing of Business Events
- Triggering Relationships to Fee Activities, Inspection Activities, Conditions, and relevant record events
- Rule Storage and Versioning
- Ability for Business SME's to configure workflow and business rules without in depth technical knowledge

### **Business Rules Engine**

Describe the Business Rules Engine technology that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Portal Accessibility
- Workflow architecture
- Rules Engine Architecture
- Rule Storage and Versioning
- Validation, Calculation, Decision and Generation Rules
- Performance Tuning and Debugging
- Automatic Notifications

#### **4.7.2.2 Permitting**

### **Issuance**

Describe the technology that enables and supports the Respondent's Issuance capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Reporting Solutions
- User-based Roles
- Supervisor Review and Queuing Capabilities
- Workflow Integration
- Lock, Hold, or Notice on Projects
- Inter-departmental and Intra-departmental electronic notifications
- Internal and External User Experience

#### **4.7.2.3 Land Development**

Describe the technology that enables and supports the Respondent's Land Development Management capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Automation of the application processes and notifications for stakeholders at key steps in the development application process
- Automation of application submittal, completeness and technical reviews, decision-making, and validity determination processes
- Web portal capabilities and online reviewing capabilities for internal and external stakeholders
- Ability to maintain parent-child relationships between existing and new land development applications
- Ability to manage legal agreements between developers and City of San Antonio and track the process from completeness review, technical review, decision, project validity and parent-child relationships
- Plat application management and plat tracking capabilities (Plat, Plat Deferral, Administrative Exceptions and Variances, Redline Amending Plats, Time Extensions, Replat, Vacate, etc.)
- Addressing capabilities and management, including creation and street renaming
- GIS capabilities including applications' address verification, location based information extraction based on single location or user defined area.
- Agenda building capabilities

#### **4.7.2.4 Licensing**

Describe the technology that enables and supports the Respondent's Licensing capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Expiration Lifecycle and Flexibility

- Notifications and Renewals
- Portal Accessibility for Online Transactions
- Education and Experience Lifecycle Functionality
- Leveraging of external trade systems
- Project Integration for Locks, Holds, or Notices
- Examination/Training Class capabilities (scheduling, recording results)

#### **4.7.2.5    *Electronic Plan Review (EPR) Solution***

Describe the Electronic Plan Review Solution that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Concurrent Review and Overlay Capabilities
- Integration capability with workflow and permitting software solutions
- Concurrent Editing Capabilities
- Version Control and Auditing
- Electronic Approval
- Publishing
- Workflow and Business Rule Integration (capability to route plans for review to multiple departments according to business rules)
- Electronic Markups
- Functionality to allow overlay and compare edits, notes and comments from multiple reviewers
- Communication Management
- Portal Accessibility

#### **4.7.2.6    *Inspections, Enforcement, & Hearings***

Describe the Inspections technology that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Mobile Solution
- IVR/ Telephone Solutions
- Lock, Hold, or Notice on Projects
- Field Search Capability
- GPS Integration and Tools
- GIS Integration and Tools
- Routing Capability
- Inspection Versioning
- Online versus Offline Capability
- Mobile/ Inspections Architecture

Describe the technology that enables and supports the Respondent's Enforcement capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Avenues for Intake for Internal End Users
- Investigation User Experience
- Enforcement Life Cycle
- Inter-departmental and Intra-departmental electronic notifications

- External Notifications
- Public Accessibility
- Search Accessibility
- Locks, Holds, or Notices on Projects, Locations, and Contacts
- Stop Work (and other) Notifications
- Performance Metrics Collections and Reporting
- Collections Experience
- Hearing Scheduling and Enforcement of Outcome

#### **4.7.2.7 Finance**

Describe the Finance technology that will enable and support the Respondent’s solution. The Respondent’s approach, at a minimum, must take the following topics into consideration while providing the details:

- Fee Management
- Payment Management
- Portal Accessibility
- Invoice Management
- Collections Management
- Fee Versioning
- Accounts Receivable Management
- PCI Compliance
- Lock, Hold, or Notices on Projects

#### **4.7.3 Technical Solution**

Respondent shall complete and submit the Technical Requirements Matrix (RFCSP Attachment H) of this document. For each requirement, Respondents should indicate with “Yes” or “No” whether the requirement is addressed by the proposed solution. The Respondent’s “Yes” or “No” response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. The four options are:

1. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.
2. **Supported through Customization?** – use this column when the requirement is met by Customizations to the proposed solution.
3. **Supported in Future Product Release? (version #, planned date)** – use this column when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Please provide the version number and the planned date of release for any responses in this column.
4. **Requires Integration with Third Party Product or Respondent?** – use this column when the requirement can only be met through the use and integration of a third-party product or solution.

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix, including those marked as “Mandatory” or “Preferred.” In addition to completing the technical requirements matrix, the Respondent must provide a narrative overview of how the proposed solution will meet technical requirements as outlined in the following sections. The Respondent should ensure that their proposed solution to each technical component is consistent with the related City business requirements.

##### **4.7.3.1 Conceptual Architecture**

Describe how the Proposed Solution aligns with the Conceptual Architecture provided in Figure 8 of this document, where it deviates and why, and how each major capability is implemented. The Respondent’s approach, at a minimum, must take the following topics into consideration while providing the details:



- Approach to rule automation.
- Inter-departmental (macro) and intra-departmental (micro) process automation.
- Integration between portal capabilities and department-centric capabilities.
- Breadth and depth of unassisted and assisted self-service support channels.
- Ability for System to support Business Owners, designated as System Administrators, to update and maintain business rules easily in the System (e.g., Activity should not require in depth technical knowledge)
- Level to which the capabilities contribute to improvement of predictability, transparency, and efficiency at a City-wide level of the underlying departmental functions.
- Configurability of the solution vs. requiring customizations
- Approach to establishing a Universal Project ID, how it is managed, where master data is stored.
- Approach to Document Management and integration with Electronic Plan Review.
- Approach to leveraging existing GIS systems.
- Approach to leveraging other existing City systems, such as document imaging systems.

#### **4.7.3.2 System Architecture**

Describe the Proposed Architectural Solution that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Proposed Hardware and Operation System Platform
- Software Development Tools and Languages
- Database Type and Structure
- Software Products (COTS)
- Proposed Software Components
- Middleware and Frameworks
- Proposed Network Infrastructure
- Proposed Application Architecture

The City will be responsible for procuring, installing, and configuring all required server/network hardware and base software (i.e., Operating System, Database Software, etc.). Respondent shall provide detailed hardware and software (not included in Respondent's proposal) requirements and specifications. This may also include brand/model, size, quantity, version, and any other relevant product attributes as appropriate.

#### **4.7.3.3 System Security Plan**

Describe the Proposed System Security Approach that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Single sign-on between solution components.
- Encryption of data communication.
- Security strategy.
- Digital signature.
- Security Architecture.
- Security Level Management (Role-based access).
- Security procedures and protocols.
- Compliance with Payment Card Industry (PCI) Security Standards (<https://www.pcisecuritystandards.org/>).

The proposed solution must also adhere to the Service Level Agreement requirements and City's Security policies as specified in RFCSP Exhibits 7 and 9, respectively.

#### **4.7.3.4 Systems Integration**

The Respondent shall describe their overall approach and strategy for integrating the proposed solution into the City of San Antonio's existing enterprise application environment and provide an architectural diagram of the proposed environment.

The City of San Antonio has identified an initial set of systems and applications provided in Table 8 that are within the scope of this integration effort.

The integration strategy should include the following:

- Describe approach and strategy for integrating with existing major integration middleware products.
- Best practices on standards-based service-oriented integration
- References on successful systems integration projects of similar size and scope

#### **4.7.3.5 Data Migration**

The respondent should describe their approach and ability to convert and migrate the data that currently reside in the legacy systems listed in Table 8 to the new proposed solution. In particular, please describe best practices for converting the 'right' data as opposed to assuming all data will be converted to the new system, and critical success factors for data conversion. Data quality issues with the existing data sources will be addressed and managed by the City. This section should include:

- Data Migration Process
- Best practices based on prior experiences of performing conversion of similar size and scope
- Data Migration Technology and Tools
- Roles and Responsibilities of City Staff

#### **4.7.3.6 Reporting**

The Respondent shall describe their overall reporting approach for the new solution that addresses the reporting requirements described in this solicitation. Reports are defined as any document produced out of the new solution. This may include, but not limited to:

- Data merged letters, correspondences, and forms
- Standardized and parameterized reports
- Ad-hoc query and reporting

The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Design Approach and Methodology for Reporting
- Development Approach and Methodology for Reporting
- Reporting Technology, Tools, and Capabilities
- How the City can leveraging its existing Crystal Reports and/or Business Objects reporting environment
- Methodology for estimating effort for forms/reports of low, medium and high complexity

#### **4.7.4 Project Implementation Approach and Understanding**

The Respondent shall demonstrate a clear and concise understanding of the project and clarify any major issues or concerns. Additionally, this section should include the following components:

##### **4.7.4.1 Schedule and Work Plan**

Respondent shall submit a schedule and work plan to meet the requirements and deliverables of this solicitation.

##### **4.7.4.2 Staffing Requirements and Proposed Organizational Chart**

Within the proposal, the Respondent shall provide a Project Organizational Chart, with proposed Respondent and subcontractor staff that will be assigned to this project. Specific artifacts to be included in the description of the Respondent's Project Organization are:

- High-level narrative description of the project team organization
- Organizational Chart including all roles of all members of the project team
- Governance structure for Prime and Sub-Contractor Relationship
- Proposed governance structure for Respondent and City team
- Approach for integration and interaction with the City project team
- Resource plan including:
  - Respondent and City resources required by project phase
  - Roles and Responsibilities of each team member of both Respondent and City
  - Percentage of time that each of the Respondent's proposed staff (whether key role or not) will be on-site and dedicated to the City Project
  - Percentage of time that each City resource will be utilized to the project, per project phase

Key Personnel may not be re-assigned or transferred to other duties or positions such that the Key Persons are no longer available to provide the City of San Antonio with their expertise, experience, judgment, and personal attention, without first obtaining the City of San Antonio's prior written consent. In the event that the Respondent requests that the City of San Antonio approve a re-assignment or transfer of a Key Person, the City of San Antonio shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.

#### **4.7.4.3 Project Management Approach**

The Respondent should describe their approach to overall project management and integration of all activities required by the scope of work. This section should include:

- Project Management Methodology
  - Respondent's Project Management Methodology.
  - Rationale and assumptions for recommending proposed approach and strategy.
  - Including how methodology meets Project Management Institute (PMI) Standards and Best Practices
  - Project Manager must have active Project Management Professional (PMP) credential and a minimum of 3 years of experience in similar sized projects.
- Risk Management
- Requirements Management and Traceability
- Change Control

#### **4.7.4.4 Implementation Approach**

The Respondent must provide their proposed Deployment Strategy. The City is looking at an iterative deployment of functionality across the departments involved, as described in Table 9 and/or Figure 9.

Respondent should provide a narrative that identifies the implementation lifecycle approach that the Respondent will apply to the Project (appropriate to the scope, magnitude, and complexity of the solution) that includes, at a minimum, the concept stage, requirements stage, design stage, development stage, test stage, and installation stage.

Additionally, the Respondent shall address the following:

- Description of the iterative approach to implementing this solution, including approach to prototype development and deployment to various user groups
- Description of how all project activities and deliverables in this solicitation will be developed using the proposed iterative approach
- Identification of key milestones and timeframes for completing the proposed tasks and deliverables

Respondent should also describe the overall approach to implement the proposed solution with other City Departments (e.g. Metropolitan Health Department, San Antonio Fire Department, etc.) as a separate initiative. This is a separate, optional scope of effort that the City may request the selected Vendor to implement at its discretion. Key points to consider:

- Potential reusability of solution components

- Economies of scales that may be achieved by leveraging existing infrastructure
- Software licensing
- Dependencies
- Timeline

Vendor may also include any other information that will help inform the City on the best approach to expand the solution into other City departments.

**4.7.4.5 Key Implementation Risks and Mitigation Strategies**

The Respondent shall identify key implementation risks and risk mitigation strategies of New System based on prior Vendor experiences. Respondent shall provide a sample risk register that will be used throughout project implementation to identify, monitor and control risk.

**4.7.4.6 Test Strategy**

The Respondent shall describe their approach and ability to test and validate the functionality of the implemented solution against the documented requirements and use cases. This section should include:

- Unit Testing
- System Testing
- Performance and Reliability Testing
- Functional and User Acceptance Testing
- Regression Testing
- Data Conversion Testing
- Test Plans
- Test Scripts
- Issue Management and Resolution

**4.7.4.7 Knowledge Transfer and Training Approach**

The respondent should describe their approach and ability to satisfy the training requirements within the scope of work, including:

- Initial Product Training
- Train the Trainer sessions
- Configuration Training sessions
- Application and System Administration Training sessions
- Training manuals

The respondent should also describe the types of documentation that will be provided to assist in training and knowledge transfer activities.

For pricing purposes, Respondents shall assume training twenty (20) City trainers (Train-the-Trainer) as well as ten (10) City technology staff.

**4.7.4.8 Business Continuity and Disaster Recovery Plan**

Respondent shall submit a business continuity and disaster recovery plan detailing how they propose to meet the specifications in the event of service interruption. The plan shall detail the solution’s backup and recovery processes. The proposed solution must also adhere to the Service Level Agreement requirements and City’s Security policies as specified in RFCSP Exhibits 7 and 9, respectively.

**4.7.4.9 Production Support and Transition**

The Respondent must provide their proposed production support and transition approach. The Respondent's proposal must provide information that can be used by the City to evaluate the Respondent’s knowledge of, and intended approach to, provide production support and transition.

- Description of the production preparation and support proposed
- Description of the transition approach and methodology proposed
- Respondent's approach and methodology to provide optional application management, technical support, system enhancements, and other related support activities
- Proposed software license agreements and maintenance agreements

**4.7.4.10 Deliverables Expectations Document (DED)**

The Respondent must develop the Project Deliverables in the form and format agreed to by the City of San Antonio and the Respondent using a Deliverables Expectations Document (DED) that is approved by the City of San Antonio. No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by the City of San Antonio.

**4.7.4.11 Deliverables**

The Respondent must make all deliverables available electronically in software versions that are PC compatible with the software being utilized at the City of San Antonio (e.g., Microsoft Word, Visio, Project, Windows operating system, etc.). The following table provides a listing of deliverables that must be provided at a minimum. The Respondent shall add to the list provided below in alignment with its proposed methodology and work plan. Respondent shall submit a detailed description of how they propose to meet the deliverables of the solicitation, outlined in the tables below. Respondent shall address each of the deliverables listed below in their response. If the Respondent intends to provide any additional deliverables, they may identify those in this section.

**Table 10. Minimum List of Deliverables**

#	Name of Deliverable	Description
1.	Work Plan	<p>Frequency: Once to establish base plan; Subsequent formal submittals will be required for formal approval of changed baseline dates. The Respondent is required to track actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.</p> <ul style="list-style-type: none"> <li>■ Detailed schedule in MS Project for key activities including project tasks, deliverables, and knowledge transfer activities</li> <li>■ A work breakdown structure</li> <li>■ Include risk events identified based on activities in the WBS; a “cause” of the risk should be provided for each</li> <li>■ A logical sequence of tasks and deliverables</li> <li>■ A clear narrative definition of each task and deliverable</li> <li>■ A specific target completion date for each task and deliverable</li> <li>■ Task and deliverable relationships and dependencies</li> <li>■ Identification of the critical path for the work plan to allow the determination of impacts of any schedule slippage.</li> <li>■ The Project Work Plan “actual” schedule is required to be maintained current on at least a weekly basis</li> </ul>
2.	Project Kickoff Presentation	<p>This deliverable is a presentation to familiarize project team members with the project. The presentation includes the following topics:</p> <ul style="list-style-type: none"> <li>■ Project Overview</li> <li>■ Project Schedule (high level)</li> <li>■ Objectives and Definitions</li> <li>■ Process</li> <li>■ Artifacts</li> <li>■ Roles and Responsibilities</li> <li>■ Keys to Success</li> <li>■ Next Steps</li> <li>■ Questions and Answers (Q&amp;A)</li> <li>■ Resources</li> </ul>
3.	Project Management Plan	<ul style="list-style-type: none"> <li>■ General project information — describes planning information such as project scope, roles and responsibilities</li> <li>■ Monitoring and control information — describes methods for gauging and ensuring the project is implemented as planned. Includes issue and action item management</li> <li>■ Quality Management Information — includes methods for quality planning, quality assurance, and quality control</li> <li>■ Describes project scope, resource requirements, work activities, and methods for gauging performance throughout the project life cycle.</li> <li>■ Planning, management, and control activities that support the project from startup through closure.</li> <li>■ PMO organization chart outlining the responsibilities and skill set for each role.</li> <li>■ Protocols for communicating status including sample status reports, meeting schedule, and agenda.</li> <li>■ Deliverable creation, review and approval process.</li> <li>■ Stakeholders</li> <li>■ Status Reporting Standards</li> <li>■ Project Team structure, external interfaces, the roles and responsibilities of project team members, including the name of the staff person who will be responsible for the project, and</li> </ul>

#	Name of Deliverable	Description
		<p>accountability.</p> <ul style="list-style-type: none"> <li>■ Scope Management Plan. This plan documents the project vision and goals, in- and out-of-scope items and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.</li> <li>■ The Schedule Management Plan including: <ul style="list-style-type: none"> <li>□ How the project schedule will be monitored for variances</li> <li>□ What types of corrective actions will be taken to address schedule variances during the life of the project</li> </ul> </li> <li>■ The process, roles, and responsibilities involved in making changes to the project schedule.</li> </ul>
4.	Risk Management Plan	<p>This deliverable documents a disciplined approach for the continual assessment of what could go wrong. The Risk Management Plan includes the following:</p> <ul style="list-style-type: none"> <li>■ Integration with the City of San Antonio governance processes</li> <li>■ Process to Identify and manage risks</li> <li>■ Process to Identify the severity and quantify the potential impact of each identified risk</li> <li>■ Process to Quantify the probability of each identified risk</li> <li>■ Process for supporting the development of risk mitigation plans for each identified risk</li> <li>■ Guidance for assessing the efficacy of risk mitigation actions</li> <li>■ Description of work products and processes for assessing and controlling risks</li> <li>■ Escalation mechanisms for risks</li> </ul>
5.	Communications Management Plan	<p>Establishes a consistent method for communication planning, management, methods and activities needed to ensure timely and appropriate collection, generation, dissemination, storage, and disposition of project information.</p> <p>This deliverable includes an end-user support communication plan.</p> <p>The Communication Management Plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The Communication Management Plan must define the communication vehicles, target stakeholders, scope and frequency of the project's communications vehicles. As part of Communication Management, Issues must be logged and reported weekly and the plan must detail the escalation mechanisms for Issue resolution.</p>
6.	Status Reporting	<p>Weekly status reports may include:</p> <ul style="list-style-type: none"> <li>■ Status of work completed against the Project Work Plan</li> <li>■ Objectives for the next reporting period</li> <li>■ Client responsibilities for the next reporting period</li> <li>■ Recovery plan for all work activities not tracking to the approved schedule</li> <li>■ Projected completion dates compared to approved baseline key dates</li> <li>■ Escalated risks, issues (including schedule and budget), and Action items</li> <li>■ Disposition of escalated or critical issues and risks</li> <li>■ Important decisions</li> <li>■ Actual/projected Project Work Plan dates versus baseline Project Work Plan milestone dates</li> <li>■ One-page graphical summary of the Project Work Plan status of all</li> </ul>

#	Name of Deliverable	Description
		<p>major tasks and subtasks</p> <p>Vendor must also provide a monthly status report on the 5<sup>th</sup> day of the month or the following business day.</p>
7.	Business Requirements Document	<p>This deliverable will contain the requirements for the solution and will include:</p> <ul style="list-style-type: none"> <li>■ General (i.e., Global) business requirements</li> <li>■ Validation and refinement of the “to-be” use cases in Attachment A. This may include the addition, modification, and deletion of use cases as deemed appropriate by the City of San Antonio staff.</li> <li>■ Functional and non-functional requirements</li> <li>■ Business Process Diagrams</li> </ul> <p>This deliverable will be used as part of the final system acceptance to validate all requirements and use cases have been properly addressed in the system implementation.</p>
8.	Application Design Specification	<p>This deliverable will contain the design specifications for configuring the COTS product to address the business requirements. The deliverable will include, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>■ Detailed workflow information</li> <li>■ Process flow diagram(s)</li> <li>■ Application configuration specifications</li> <li>■ Business rules</li> </ul> <p>Optionally, Respondent may create multiple Application Design Specifications where each document deliverable addresses a specific configuration aspect of the COTS product.</p>
9.	Interface Design Specification	<p>This deliverable will contain the design specifications for all system interfaces interacting with the new solution.</p> <ul style="list-style-type: none"> <li>■ The deliverable will include the following design specifications:</li> <li>■ Identify all interfaces between the new solution and each system/application</li> <li>■ Define service-based interface specifications including all input/output parameters and data types</li> <li>■ Mapping source and destination of each interface field (e.g., database table name/field)</li> </ul>
10.	Report Design Specification	<p>This deliverable will contain the design specifications for all reports to be produced by the new solution. This includes, but not limited to:</p> <ul style="list-style-type: none"> <li>■ Data merged letters, correspondences, and forms</li> <li>■ Standardized and parameterized reports</li> <li>■ Ad-hoc query and reporting</li> </ul> <p>The deliverable will include the following design specifications:</p> <ul style="list-style-type: none"> <li>■ Mock report layouts (look and feel)</li> <li>■ Identify report fields and parameters (as applicable)</li> <li>■ Mapping database fields to report fields</li> <li>■ Identify all functional and non-functional reporting requirements</li> <li>■ Document required ad-hoc query and reporting functionality</li> </ul>
11.	Prototype Scope and Design	<p>The Prototype Scope and Design defines the scope, requirements, success factors, and design of a small subset of the final system’s overall functionality.</p>
12.	Prototype Completion Report	<p>The success demonstration of the prototype will include:</p> <ul style="list-style-type: none"> <li>■ Successful demonstration of the prototype per approved Prototype Scope and Design document</li> </ul>



#	Name of Deliverable	Description
		<ul style="list-style-type: none"> <li>■ Feedback, outcomes and findings to be considered for the subsequent implementation efforts</li> </ul>
13.	Environment Management Plan	<p>The environment management plan must include:</p> <ul style="list-style-type: none"> <li>■ Plan and schedule for working with City to secure the requisite software/hardware for the solution for all environments (e.g., development, test, production, etc.)</li> <li>■ Infrastructure architecture for all environments</li> <li>■ Strategy for managing the promotion of the solution from development through to production environments.</li> <li>■ Configuration Management methodology</li> </ul>
14.	Test Management Plan	<ul style="list-style-type: none"> <li>■ Software testing strategy, methodology processes, standards and guidelines for all software testing and conversion testing activities</li> <li>■ Specification of entrance and exit criteria for each of the test events.</li> <li>■ Templates and standards for all testing artifacts and deliverables</li> <li>■ Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects)</li> <li>■ Standards for establishing traceability from requirements in the requirements repository to test cases.</li> </ul>
15.	Initial Product Training	<p>Respondent shall conduct initial product training with core project team members and SMEs. This includes:</p> <ul style="list-style-type: none"> <li>■ Provide overview of product(s)</li> <li>■ Demonstrate how product addresses key business requirements</li> <li>■ Provide content and training materials to be used for training</li> <li>■ Plan for measuring the effectiveness of the training</li> </ul>
16.	Training Plan	<p>The training plan must include:</p> <ul style="list-style-type: none"> <li>■ Plan and schedule for providing on-site “train the trainer” sessions</li> <li>■ Plan and schedule for providing configuration training sessions</li> <li>■ Plan and schedule for providing system administration training sessions</li> <li>■ All content and training materials to be used for training</li> <li>■ Plan for obtaining feedback for testing and evaluating training materials</li> <li>■ Plan for measuring the effectiveness of the training</li> </ul> <p>Technical training sessions shall provide documentation that include, but not limited to:</p> <ul style="list-style-type: none"> <li>■ Product Technical Guide/Manual</li> <li>■ Product’s Database Schema/Model and Data Dictionary</li> </ul>
17.	Data Conversion Plan	<p>This plan must specify what and how data conversion (Legacy System to new solution) will function. This plan must include, but not be limited by the following:</p> <ul style="list-style-type: none"> <li>■ Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data)</li> <li>■ Description of manual conversion processes that cannot be automated</li> <li>■ Milestones, targets</li> <li>■ How much history is converted out of each system</li> <li>■ List of data to not convert</li> <li>■ Manual data entry and error correction after conversion</li> <li>■ Plan for testing and validating converted data</li> </ul>
18.	Change Management Plan	<p>The change management plan must include:</p>

#	Name of Deliverable	Description
		<ul style="list-style-type: none"> <li>■ Change management strategy</li> <li>■ Prepare for organizational readiness for the new solution</li> <li>■ Execute and lead change management strategy with City to ensure successful transition and adoption of new solution</li> </ul>
19.	Iteration Test Plan	<p>Frequency: Once Each Iteration</p> <p>Deliverable contains, at a minimum, the following components relating to the release or iteration:</p> <ul style="list-style-type: none"> <li>■ Test Objectives (tangible goals)</li> <li>■ Test Scope</li> <li>■ Test Approach, including unit and integration testing</li> <li>■ Assumptions</li> <li>■ Test Strategy</li> <li>■ Test Plan <ul style="list-style-type: none"> <li>□ Roles and Responsibility (include support activities)</li> <li>□ Test Schedule</li> <li>□ Resource Allocation, including planning, execution and support where designated</li> <li>□ Major Testing Milestones (including turnover to test stages for which do not have primary responsibility as well as those representing participation and support for other test stages/levels)</li> <li>□ Resource Requirements</li> <li>□ Contingencies</li> </ul> </li> <li>■ Test Data Strategy</li> <li>■ Test Environment Build Strategy</li> <li>■ Environment List that includes the following for each environment that will be used for each test stage</li> <li>■ Test Management and Reporting Procedures <ul style="list-style-type: none"> <li>□ Test Reports (frequency and format description)</li> </ul> </li> <li>■ Test Deliverables: <ul style="list-style-type: none"> <li>□ Test cases/scenarios</li> <li>□ Test scripts</li> <li>□ Test records</li> <li>□ Tools and outputs (specifies LAST failure thresholds and delta change with baseline comparison)</li> <li>□ Error logs and execution logs</li> <li>□ Fully documented defect reports</li> <li>□ Requirements Traceability</li> </ul> </li> <li>■ Description of the approach for regression testing</li> <li>■ Standards for establishing traceability from requirements in the requirements repository to test cases.</li> </ul>
20.	Iteration System Test Report	<p>Frequency: Once Each Iteration</p> <p>This phase of testing involves testing the System's functionality end-to-end, including testing all interfaces to internal and external systems. It is the City of San Antonio's expectation that this test is conducted in a Production-like environment and is conducted by the Respondent's testing team that is independent of the development team. This test must also ensure that the conversion and use of legacy system data does not generate any errors. The Responder will perform System qualification testing until all major errors, as defined by the City of San Antonio, have been remediated within the System (e.g. missing key functionality, computational errors etc.).</p> <p>For Iterations 2+, the Responder will be responsible for regression testing for the new solution. Regression Testing encompasses the re-running of previously completed test cases after new functionality or</p>

#	Name of Deliverable	Description
		<p>bug fixes have been added to the System. The Responder is expected, through Regression Testing, to ensure that any changes made to the new System have not broken previously working System functionality.</p> <p>This deliverable includes:</p> <ul style="list-style-type: none"> <li>■ Evidence for the completion of the exit criteria for Iteration System Testing.</li> <li>■ An <b>Iteration System Test Certification Form</b> that contains the signatures of representatives of all non-Respondent impacted development teams that may be supporting applications and technologies impacted by the changes in the Iteration. This readiness certification will be the Respondent's statement that the System has passed all internal testing and is now ready for User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Respondent will set up a System walkthrough with representative the City of San Antonio project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the UAT may not proceed.</li> </ul>
21.	Iteration User Acceptance Testing (UAT) Report	<p>Frequency: Once Each Iteration</p> <p>This deliverable includes:</p> <ul style="list-style-type: none"> <li>■ Evidence for the completion of the exit criteria for Iteration System Testing.</li> <li>■ An Iteration User Acceptance Test (UAT) Certification Form that contains the signatures of representatives of all non-Respondent impacted development teams that may be supporting applications and technologies impacted by changes in the Iteration. This readiness certification will be the Respondent's statement that the System has passed all User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Respondent will set up a System walkthrough with representative the City of San Antonio project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the production deployment may not be approved.</li> </ul>
22.	Iteration Deployment Plan	<p>Frequency: Once Each Iteration</p> <ul style="list-style-type: none"> <li>■ Contingency and rollback plan if deployment is unsuccessful</li> <li>■ Plan for physical deployment of application components Smoke test plan that includes steps to verify that deployed application is functioning correctly</li> <li>■ Criteria for approving the production use of application</li> <li>■ Anticipated downtime with user impact</li> <li>■ Data Synchronization Steps</li> <li>■ User and service desk communication plan</li> <li>■ Final deployment approval steps</li> <li>■ Duration of deployment activities and required resources</li> </ul>
23.	Production Environment	<p>Establishes the production environment to deploy the solution and the deliverable includes:</p> <ul style="list-style-type: none"> <li>■ Appropriate capacity</li> <li>■ Failover capability</li> <li>■ Disaster Recovery and Business Continuation Plan</li> <li>■ Licensing of 3<sup>rd</sup> party products</li> </ul> <p>Identifies the process, procedures, and scripts necessary to deploy and maintain the solution into the production environment</p>

#	Name of Deliverable	Description
24.	Service Level Agreement	<p>The Service Level Agreement must include:</p> <ul style="list-style-type: none"> <li>■ Plan for application maintenance process and procedures</li> <li>■ Plan for adding, testing, and deploying modifications or enhancements to the solution</li> <li>■ Plan for knowledge transfer of configured system to the City of San Antonio staff</li> <li>■ All content and training materials to be used for training</li> <li>■ Plan for obtaining feedback for testing and evaluating training materials</li> <li>■ Plan for measuring the effectiveness of the training</li> </ul> <p>Note: The City of San Antonio may optionally elect for the Respondent to provide application maintenance and support. Exercising this option does not preclude the Respondent in providing this deliverable.</p>

#### 4.7.4.12 Deliverable Reviews and Acceptance

Deliverables prepared by the Respondent shall be subject to the review and approval of the City of San Antonio project manager or his or her designee. The Respondent must be prepared to provide walkthroughs of deliverables in order to facilitate the City of San Antonio deliverable reviews. The City of San Antonio will review, approve, or require modification to the Respondent's deliverables. Approval shall be granted if the deliverable conforms to the requirements of the RFCSP, contract, and DED. The City of San Antonio shall notify the Respondent within ten (10) business days of its receipt of a Deliverable of its approval or rejection, with the reason(s) for rejection and what the Respondent must do so that the deliverable will be acceptable. The Respondent shall have five (5) business days, or as otherwise agreed to by the City of San Antonio, to correct the deliverable and resubmit the deliverable for the City of San Antonio review.

**The City of San Antonio reserves the right to waive the review and approval of Respondent work products. The City of San Antonio approval of the Respondent's work product will not relieve the Respondent from liability for defects, errors or omissions in the work product that may be discovered after such approval.**

### 005 ADDITIONAL REQUIREMENTS

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

#### Sections:

Venue, Jurisdiction and Arbitration  
Intellectual Property  
Undisclosed Features  
Ownership and Licenses  
Certifications  
Acceptance Criteria (if required)

#### Exhibits:

Insurance Requirements  
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if

Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Respondent will immediately:

Either:

Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

The liability claimed shall not have arisen out of the City's negligent act or omission, and

The City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Undisclosed Features. CONTRACTOR warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, CONTRACTOR warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. CONTRACTOR specifically disclaims any unilateral self-help remedies.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium,

regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Certifications. Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### **006 TERM OF CONTRACT**

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

### **007 PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at **1901 S. Alamo Street, San Antonio, Texas at 2:00 pm, Central Time, on October 3, 2014.** Respondents are encouraged to prepare and submit their questions in writing 5 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The 1901 S. Alamo Street is wheelchair accessible. The accessible entrance is located at 1901 S. Alamo Street. Accessible parking spaces are located at 1901 S. Alamo Street. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

**Conference Bridge: Toll Free Dial-In Number: 1-877-226-9790, Access Code: 6686403**

**WebEx Link:** <https://meetings.webex.com/collabs/meetings/join?uid=MEC8W1XTE6TDK349FSKAN16H4X-BJ6X>

**WebEx Meeting number: 190 776 915**

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

### **008 PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Respondent shall submit one original hardcopy, signed in ink, and twelve (12) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal to include a softcopy of the completed Excel workbooks for Functional, Technical, and Pricing Attachments in its native Excel file format, in a sealed package clearly marked with the project name, "LAND DEVELOPMENT, PERMIT, INSPECTION & COMPLIANCE MANagementsoftware", RFCSP 6100004961, on the front of the package. See Section 4.7 Vendor Solution Response Requirements and Section 010 SUBMISSION OF PROPOSALS in this RFCSP.

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PROPOSAL. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment **A**.

RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment **B**.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment **C** which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment **D**. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment **E**.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment **F**.

FUNCTIONAL REQUIREMENTS-ADDITIONAL PROJECT DOCUMENTS. Complete and return as Attachment **G**.

TECHNICAL REQUIREMENTS ADDITIONAL PROJECT DOCUMENTS. Complete and return as Attachment **H**.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment **I**. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

VOSBPP TRACKING FORM.

Complete and return as Attachment **J**

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment **K**.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission, that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

### 009 CHANGES TO RFCSP

Changes to the RFCSP, made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

### 010 SUBMISSION OF PROPOSALS

Proposals shall be submitted in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and twelve (12) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version to include a softcopy of the completed Excel workbooks for Functional, Technical, and Pricing Attachments in its native Excel file format, of the entire proposal in a sealed package clearly marked with the project name, "LAND DEVELOPMENT, PERMIT, INSPECTION & COMPLIANCE MANAGEMENT SOFTWARE", RFCSP 610004961, on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on December 5, 2014 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### Physical Address:

City Clerk's Office  
Attn: IT Procurement Office (Finance Department)  
100 Military Plaza  
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

#### Proposal Format. See Section 4.7 Vendor Solution Response Requirements in this RFCSP.

Modified Proposals. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements and as identified in Section 4.7 of Section 004. Each section and attachment must be indexed,



divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment **B**.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Chief Technology Officer of The City of San Antonio shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the City's Chief Technology Officer (CTO).

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Travel and Related Expenses. All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledge that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

**011 RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2)

City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m., Central Time, on Friday, October 31, 2014**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

William Flint, Procurement Specialist III  
City of San Antonio, IT Procurement Office  
[william.flint@sanantonio.gov](mailto:william.flint@sanantonio.gov)

Questions submitted and the City’s responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact, Leticia Callanen, may be reached by telephone at (210) 207-3996 or by e-mail at [Leticia.Callanen@sanantonio.gov](mailto:Leticia.Callanen@sanantonio.gov) . Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

## 012 EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation criteria:

Proposed Solution (40 points)

Experience, Background, Qualifications (40 points)

Pricing (20 points)

## 013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

## 014 BONDS

This section left blank intentionally.

## 015 SOFTWARE ESCROW REQUIREMENT

To ensure that the City will have access to the Contractor's source code in the event that the Contractor is unable to support the software, a copy of the Contractor's source code shall be kept by a trusted third party agreeable to the City. A Software Escrow Agreement, attached as **RFCSP EXHIBIT 3** shall be submitted to evidence the deposit of the source code and the maintenance of the escrow account. The Contractor may submit its own Software Escrow Agreement, provided it is in substantially similar form to the attached **RFCSP EXHIBIT 3**, in the determination of the City.

## 016 ACCEPTANCE CRITERIA

All deliverables submitted to the City hereunder shall be submitted to a designated City employee for approval and that such deliverables comply in all material respects with the requirements as set forth in a Statement of Work.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within 14 days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within 30 days of delivery. Respondent shall have an additional 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Respondent.

A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance. The City Project Team will review, approve, and sign off on the deliverable. Upon acceptance of each milestone, the Contractor will be paid 90% of the agreed upon milestone.

Upon final acceptance, Contractor shall invoice the City for the 10% final acceptance hold-back payment.

## 017 SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release	September 16, 2014
Pre-Submittal Conference	Friday, October 3, 2014 at 2:00 p.m. Central Time
Final Questions Accepted	Friday, October 31, 2014 at 2:00 p.m. Central Time
Proposal Due	Friday, December 5, 2014 at 2:00 p.m. Central Time

**018 RFCSP EXHIBITS**

**RFCSP EXHIBIT 1**

**INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below:

**INSURANCE**

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's IT Procurement Office, Finance Department, which shall be clearly labeled "Land Development, Permit, Inspection & Compliance Management Software" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's IT Procurement Office, Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) [Cyber Risk]. To be maintained and in effect for no less than two years subsequent to the completion of the professional service. *	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Fidelity or Commercial Crime Insurance Employee Dishonesty Policy – City will be named as Loss Payee**	\$500,000 per occurrence
*Required if Respondent handles City's data and/or processes credit card transactions	
**Required if Respondent handles cash or other securities payable to City	

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in

statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: IT Procurement Office, Finance Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

## RFCSP EXHIBIT 2

### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements set forth below:

#### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Optional Provisions:

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

### RFCSP EXHIBIT 3

### ESCROW AGREEMENT

Account Number \_\_\_\_\_

This agreement ("Agreement") is effective \_\_\_\_\_, 20\_\_ among \_\_\_\_\_ ("Custodian"), \_\_\_\_\_ ("Depositor") and the Beneficiary, the City of San Antonio ("City"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and City have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to City in the conduct of its business and, therefore, City needs access to the proprietary technology under certain limited circumstances.

D. Depositor and City desire to establish an escrow with Custodian to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

#### ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to Custodian the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with Custodian, then such materials will be identified on Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and City. Custodian shall have no obligation to either party with respect to the preparation, accuracy, execution or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to Custodian, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete a copy of Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Each Exhibit B shall be signed by Depositor and delivered to Custodian with the Deposit Materials. Unless and until Depositor makes the initial deposit with Custodian, Custodian shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Acceptance of Deposit. Custodian will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B. Depositor shall provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If Custodian determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Custodian will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Custodian will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Other than Custodian's



inspection of the Deposit Materials, Custodian shall have no obligation to the accuracy, completeness, functionality, performance or non-performance of the Deposit Materials.

1.4 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with Custodian;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to Custodian and City the rights as provided in this Agreement;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of Custodian under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement or Exhibit A, as the case may be; and
- e. The Deposit Materials are readable and useable in the appropriate technical environment their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.
- f. The Deposit Materials include the source code corresponding to the computer software licensed by Depositor to City under the License Agreement, except for third-party software that Depositor has no right to provide to Custodian or to City in source code form. Either the License Agreement or Exhibit A properly identifies all third-party software embedded in or associated with the computer software licensed by Depositor to City under the License Agreement that is not included in the Deposit Materials. The Deposit Materials include any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programming expert who is generally familiar with \_\_\_\_\_ systems and \_\_\_\_\_ program code. The Deposit Materials include system documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the source code. Insofar as the "development environment" employed by Depositor for the development, maintenance, and implementation of the Source Code includes any device, programming, or documentation not commercially available to City on reasonable terms through readily known sources other than Depositor, the Deposit Materials shall include all such devices, programming, or documentation. The foregoing reference to such "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Depositor for the development, maintenance and implementation of the Source Code.

1.5 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version, release, addition, modification or update of the licensed software, which is subject to the License Agreement; provided that Depositor shall not be required to make updates more often than once every six (6) months, nor less frequently than once per year. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 and 1.3 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.6 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and City, or as otherwise provided in this Agreement.

1.7 Verification. City shall have the right to cause a verification of any Deposit Materials once within the first 90 days after the end of the warranty period, and thereafter once in any 12-month period, at Depositor's expense,. City shall notify Depositor and Custodian of City's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials as well as to confirm that it compiles to the pertinent object code of the licensed software. If a verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian, or at City's election, an independent person or company selected by City who is reasonably acceptable to Depositor will perform the verification. The Depositor shall be responsible

for all costs of the verification, including, without limitation, Custodian's fees associated with the verification, the costs incurred by Depositor relating to such verification (including, without limitation, travel and living expenses for Depositor personnel required to assist with the verification and fees for the services of such personnel, at Depositor's standard daily rates, as applicable).

## ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. Custodian shall have the obligation to reasonably protect the confidentiality of the Deposit Materials by maintaining the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of Custodian. Except as provided in this Agreement or any subsequent agreement between the Parties, Custodian shall not disclose, transfer, make available to any party, or use the Deposit Materials. Custodian shall not disclose the terms of this Agreement to any third party. If Custodian receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, Custodian will immediately notify the parties to this Agreement of same in writing, unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; provided, however, that Custodian does not waive its rights to present its position with respect to any such order. Custodian will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below. Custodian will not be required to disobey any order from a court or other judicial tribunal.

2.2 Status Reports. Custodian shall provide to Depositor and City access to the Custodian's real-time, on-line portal to view data and documentation relative to this Agreement. Upon request, Custodian will provide ad hoc status reports to Depositor and City.

2.3 Audit Rights. During the term of this Agreement, Depositor and City shall each have the right to inspect the written records of Custodian pertaining to this Agreement. Any such inspection shall occur during normal business hours and following reasonable prior notice.

## ARTICLE 3 -- RIGHT TO MAKE COPIES

Custodian may make copies of the Deposit Materials as necessary to meet its obligations under this Agreement, while retaining a copy to carry out its obligations for other licensees who may benefit from the same arrangement. Custodian shall include in any copies all copyright, non-disclosure and other proprietary notices and titles contained on the Deposit Materials. With all Deposit Materials submitted to Custodian, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, without limitation, instructions as to necessary hardware or software. In all other respects, Custodian shall not make copies of the Deposit Materials except to fulfill an order of a court of competent jurisdiction (see Section 2.1).

If for any reason Custodian should make any copy of the Deposit Materials, Custodian shall promptly give written notice to Depositor of such action and shall explain the reason for such copying in the notice.

## ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the occurrence and continuance of any of the following:

a. Entry of an order for relief regarding Depositor under Title 11 (bankruptcy) of the United States Code, the making by Depositor of a general assignment for the benefit of its creditors, the appointment of a general receiver or trustee in bankruptcy of Depositor's business or property, or the commencement of similar proceedings under the bankruptcy, insolvency, liquidation or reorganization laws of any state or any other country or province (except that were entry of an order, appointment of a receiver or trustee in bankruptcy, or

commencement of bankruptcy or insolvency proceedings is effected on an involuntary basis, then Depositor shall have 60 days to have such case or proceeding dismissed);

b. Depositor's failure to continue to do business in the ordinary course;

c. Any decision by Depositor to withdraw maintenance services in support of the Depositor software licensed by Depositor to City under the License Agreement;

d. The occurrence of a material breach (*or a series of related breaches that collectively are material*) under the implementation, maintenance and support terms of the License Agreement, which Depositor fails to cure within thirty (30) days (or such longer period of time as may be reasonable under the circumstances) after written notice of such breach;

e. The occurrence of any condition (*whether or not qualifying as a breach*) having a critical impact on necessary business functions (*such as a continuing loss of service or data*), which Depositor cannot or will not assure City will be corrected so to restore necessary business functions using all reasonable means, and the release of the Deposit Materials is reasonably believed to enable City to remedy such condition critically impacting City's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by City to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to City immediately upon Custodian's receipt of written notice of such Release Condition in which City shall explain why it believes the Deposit Materials will enable City to resolve such critical impact condition and why an immediate release is required, but City shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.

**4.2 Filing For Release.** If City believes in good faith that a Release Condition has occurred and is continuing, then City, at any time, may provide to Custodian written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Within five (5) business days of receipt of a written notice, Custodian shall provide a copy of the notice to Depositor. Custodian will promptly notify the Parties unless Custodian acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section. Such need for additional documentation or information may extend the time period for Custodian's performance under this section.

**4.3 Contrary Instructions.** From the date Custodian mails the notice by overnight express mail requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to Custodian contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, Custodian shall send a copy of Contrary Instructions to City by overnight commercial express mail. Additionally, Custodian shall notify both Depositor and City that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 and 4.1(e) of this Agreement, Custodian will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and City; or (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

**4.4 Release of Deposit.** If Custodian does not receive Contrary Instructions from the Depositor, or if the Preferred Beneficiaries request to release is based on 4.1(e), Custodian is authorized to release the Deposit Materials to the City. However, Custodian is entitled to receive any fees due Custodian before making the release. This Agreement will terminate upon the release of the Deposit Materials held by Custodian.

**4.5 Right to Use Following Release.** Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, City shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to City by the License Agreement. City shall be obligated to maintain the confidentiality of the released Deposit Materials. In the event that the Deposit Materials shall be delivered out of escrow to City pursuant to the terms hereof, City shall be entitled to request and obtain immediately from Depositor any modifications, updates, new releases or new documentation (including source code for any such software) related to the software then licensed by City from Depositor, insofar as the same have not been included in any previous deposit.

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and City jointly instruct Custodian in writing that the Agreement is terminated; (b) Custodian instructs Depositor and City in writing ninety (90) days after its renewal date, that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) Custodian reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and City sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with Custodian, Custodian reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to Custodian, Custodian shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to Custodian to cure the default. If the past due payment is not received in full by Custodian within one (1) month of the date of such notice, then Custodian shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. Custodian shall have no obligation to take any action under this Agreement so long as any payment due to Custodian remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, Custodian shall destroy, return to Depositor, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, Custodian may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. Custodian shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with Custodian or have been totally released to the City in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.4);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The obligation to pay Custodian any fees and expenses due;
- d. The provisions of Article 7;
- e. Section 4.5 to the extent applicable; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

## ARTICLE 6 -- CUSTODIAN'S FEES

6.1 Fee Schedule. Custodian is entitled to be paid its agreed fees and expenses applicable to the services provided by Depositor. Custodian shall notify the Depositor for payment of Custodian's fees at least sixty (60) days prior to any increase in fees. For any service not listed on Custodian's standard fee schedule, Custodian will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. Custodian shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to Custodian are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, Custodian may terminate this Agreement in accordance with Section 5.2.

## ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. Custodian may act in reliance upon any instruction, instrument, or signature reasonably believed by Custodian to be genuine. Custodian may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Custodian will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Custodian shall not be responsible for failure to act as a result of causes beyond the reasonable control of Custodian.

7.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless Custodian from any and all claims, actions, damages, arbitration fees and expenses, costs, reasonable attorney's fees and other liabilities ("Liabilities") incurred by Custodian directly resulting from this escrow arrangement, except where it is adjudged that Custodian acted with gross negligence or willful misconduct.

7.3 Limitation of Liability and Waiver of Consequential Damages.

(a) Notwithstanding anything else herein, all liability, if any, whether arising in contract, tort (including negligence) or otherwise, of Custodian under this Agreement shall be limited to the amount equal to ten times the then annual fees owed or paid to Custodian under this Agreement. If claim or loss is made in relation to a specific deposit or deposits, such liability shall be limited to the fees related specifically to such deposits. This limit shall not apply for: (I) any claims of infringement of any patent, copyright, trademark or other proprietary right; (II) liability for death or bodily injury; (III) damage to tangible property (excluding the Deposit Material); (IV) theft; or (V) proven gross negligence or willful misconduct.

(b) In no event will Custodian be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties and whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct Custodian to take, or refrain from taking any action, that party shall:

- a. Give notice to Custodian at least five (5) business days prior to the hearing; and
- b. Include in any such order that, as a precondition to Custodian's obligation, Custodian be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order.

**ARTICLE 8 -- GENERAL PROVISIONS**

8.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Custodian is not a party to the License Agreement between Depositor and City and has no knowledge of any of the terms or provisions of any such License Agreement. Custodian's only obligations to Depositor or City are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by Custodian, Exhibit B need not be signed by City and Exhibit C need not be signed.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the

parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by registered mail, or through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all non-critical documents (such as invoices) and non-critical communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, Custodian shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or City unless Custodian receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and City are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and reexport laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. Each party shall be responsible for its own attorney fees to enforce this agreement.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

\_\_\_\_\_  
Depositor  
  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
City  
  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**Custodian**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**MATERIALS TO BE DEPOSITED**

Account Number \_\_\_\_\_

Depositor represents to City that Deposit Materials delivered to Custodian shall consist of the following:

\_\_\_\_\_  
Depositor

\_\_\_\_\_  
City of San Antonio

By:  
\_\_\_\_\_

By:  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Date:  
\_\_\_\_\_

Date:  
\_\_\_\_\_



**EXHIBIT B**

**DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name \_\_\_\_\_

Account Number \_\_\_\_\_

Product Name \_\_\_\_\_

(Product Name will appear as the Exhibit B Name on Account History report)

**DEPOSIT MATERIAL DESCRIPTION:**

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other	

**PRODUCT DESCRIPTION:**

Environment \_\_\_\_\_

**DEPOSIT MATERIAL INFORMATION:**

Is the media or are any of the files encrypted? If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

I certify for <b>Depositor</b> that the above described <b>Custodian</b> has accepted the above.	
Deposit Materials have been transmitted to Custodian: _____	
<b>Materials</b>	<i>(any exceptions are noted above):</i>

## RFCSP EXHIBIT 4

### INTERLOCAL PARTICIPATION

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter "RFCSP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

## RFCSP EXHIBIT 5

### SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

#### I. SBEDA Ordinance Compliance Provisions

##### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

##### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

##### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration ("CVR") system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2013 are:

- Construction – 27%
- Architecture and Engineering – 22%
- Professional Services – 18%
- Other Services – 20%
- Goods and Supplies - 9%

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Certification or “Certified”** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or

telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding Agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract Agreement and any contract modification Agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract Agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract Agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY’s SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY’s SBEDA Policy & Procedure Manual are in furtherance of the CITY’s efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR’s scope of work as referenced in the CITY’s formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR’s utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as

applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO. CONTRACTOR shall require new Subcontractors or Suppliers, prior to submission of CONTRACTOR's Change to Utilization Plan form, to register in the Centralized Vendor Registration system, before seeking SBO approval.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

**None.** There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier Agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13 of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including but not limited to:



1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**RFCSP EXHIBIT 6**

**FUTURE STATE TO-BE BUSINESS USE CASES**

**ATTACHED AS A SEPERATE DOCUMENT**

**RFCSP EXHIBIT 7**

**SERVICE LEVEL AGREEMENT**

**ATTACHED AS A SEPERATE DOCUMENT**

**RFCSP EXHIBIT 8**

**CITY TECHNICAL STANDARDS**

**ATTACHED AS A SEPERATE DOCUMENT**

**RFCSP EXHIBIT 9**

**CITY SECURITY POLICIES**

**ATTACHED AS A SEPERATE DOCUMENT**

**RFCSP EXHIBIT 10**

**EXISTING PERMIT INSPECTION VIOLATION REVIEW AND REPORT TYPES**

**ATTACHED AS A SEPERATE DOCUMENT**

## RFCSP EXHIBIT 11

### NON-DISCRIMINATION

**Non-Discrimination.** As a party to this contract, {Contractor or Vendor} understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

## 019 RFCSP ATTACHMENTS

### RFCSP ATTACHMENT A

The City of San Antonio is seeking proposals for a City hosted solution that is based on a highly configurable COTS product that reduces dependence on IT system administrators to support changes to the system. The New System may be comprised of one or more COTS products to satisfy the requirements of this solicitation (e.g., Best of Breed). Respondent's responses shall be concise and specific to the requirements. Respondent should describe how their solution meets or exceeds the requirements of this solicitation and should address the topics in the sections below. Respondent's solution and response should also comply with the expected organizational structure, as illustrated in Section 4.1 (e.g., System Integrator as Prime Contractor, with sub-contracting as appropriate).

The City of San Antonio DSD reserves the right to procure a subset of the items listed in the pricing workbook based on its own discretion.

The Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Respondent(s) are encouraged to include additional relevant information as appropriate. Respondent should submit response using the following tab structure (description of the content for each tab can be found in the sections below). All hardcopies must include appropriate physical tabs in the binders.

#### **Original Proposal**

- TAB 1 – Title Page
  - The title page should include the title and number of the RFCSP, name and address of the Respondent(s), and the date of the proposal.
- TAB 2 – Cover Letter
  - The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Respondent regarding all matters related to the Proposal and any Contract subsequently awarded to said Respondent.
  - This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the Proposal.
  - Proposal must be signed and notarized by an authorized representative(s) of the Respondent, which must be the actual legal entity that will perform the contract if awarded and the total fixed price contained therein shall remain firm for a period of one-hundred eighty (180 days).
- TAB 3 – Table of Contents
- TAB 4 – Executive Summary
  - This section shall be written for City Management, and shall briefly address the Respondent's approach to the New Permitting & Electronic Plan Review project. This Section shall be limited to 1-2 pages.
- TAB 5 – Product Overview
- TAB 6 – Functional Solution
  - TAB 6A – Intake/Customer Portal & Application Management
  - TAB 6B – Permitting
  - TAB 6C – Land Development
  - TAB 6D – Licensing
  - TAB 6E – Electronic Plan Review (EPR) Solution
  - TAB 6F – Inspections, Enforcement, & Hearings
  - TAB 6G - Finance
- TAB 7 – Technical Solution
  - TAB 7A – Conceptual Architecture
  - TAB 7B – System Architecture
  - TAB 7C – System Security Plan



- TAB 7D – Systems Integration
- TAB 7E – Data Migration
- TAB 7F - Reporting
- TAB 8 – Project Implementation Approach & Understanding
  - TAB 8A – Schedule and Work Plan
  - TAB 8B – Staffing Requirements and Proposed Organizational Chart
  - TAB 8C – Project Management Approach
  - TAB 8D – Implementation Approach
  - TAB 8E – Key Implementation Risks and Mitigation Strategies
  - TAB 8F – Test Strategy
  - TAB 8G – Knowledge Transfer and Training Approach
  - TAB 8H – Business Continuity and Disaster Recovery Plan
  - TAB 8I – Production Support and Transition
  - TAB 8J - Deliverables

The response requirements are further detailed in the below sections.

#### 4.7.5 Product Overview

The Respondent shall provide a Solution and Product Overview, including Product Capabilities and Features, Product History (e.g., prior major releases of the product), and Product Roadmap and Direction.

#### 4.7.6 Functional Solution

Respondent shall complete and submit the Functional Requirements Matrix (RFCSP Attachment G) of this document. For each requirement, Respondents should indicate with “Yes” or “No” whether the requirement is addressed by the proposed solution. The Respondent’s “Yes” or “No” response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. The four options are:

5. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.
6. **Supported through Customization?** – use this column when the requirement is met by Customizations to the proposed solution.
7. **Supported in Future Product Release? (version #, planned date)** – use this column when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Please provide the version number and the planned date of release for any responses in this column.
8. **Requires Integration with Third Party Product or Respondent?** – use this column when the requirement can only be met through the use and integration of a third-party product or solution.

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix, including those marked as “Mandatory” or “Preferred.” In addition to completing the functional requirements matrix, the Respondent must provide a narrative overview of how the proposed solution will meet functional requirements as outlined in the following sections.

##### 4.7.6.1 Intake/Customer Portal & Application Management

Describe the proposed approach to using Portal technologies to enable Intake of applications online for external end users of the proposed solution. The Respondent’s approach, at a minimum, must take the following topics into consideration:

- Wizard Capabilities
- Decision Tree Design
- Document Upload Control

- Location Services
- Data Entry Design
- Contact Support

### **Location-Centric & Person-Centric Capabilities**

The underpinning of the solution will be location-based and people-based record events. Describe the ability to link records back to locations and people that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Leveraging of GIS systems
- Leveraging of multiple resource databases
- Location-based reference data
- Contact-based reference data

### **Intake**

Describe the proposed approach to enable Intake of development projects and applications for permitting, licenses, and other services, including but not limited to the following:

- Business Rule Validation and Enforcement
- Integration of Planning and Development conditions with Permitting Functionality
- Document Upload Control
- Data Entry Design
- Location Services

### **Application Processing**

Describe the proposed approach to enable Application Processing for internal end users of the proposed solution, including but not limited to the following:

- Assignment and Queuing Capability
- Version Control
- Application Status
- Locks, Holds, or Notices
- Business Rule Validation and Enforcement
- Auto-Triggering Capabilities
- Location-Based Validations
- Contact-Based Validations
- Workflow Integration
- User Experience
- Timeline Management Notifications

### **Workflow Management**

Describe the Workflow Management technology that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Inter-departmental and Intra-departmental accessibility
- Portal Accessibility
- Workflow architecture
- Automatic Notifications
- Sequencing of Business Events
- Triggering Relationships to Fee Activities, Inspection Activities, Conditions, and relevant record events

- Rule Storage and Versioning
- Ability for Business SME's to configure workflow and business rules without in depth technical knowledge

### **Business Rules Engine**

Describe the Business Rules Engine technology that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Portal Accessibility
- Workflow architecture
- Rules Engine Architecture
- Rule Storage and Versioning
- Validation, Calculation, Decision and Generation Rules
- Performance Tuning and Debugging
- Automatic Notifications

#### **4.7.6.2 Permitting**

### **Issuance**

Describe the technology that enables and supports the Respondent's Issuance capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Reporting Solutions
- User-based Roles
- Supervisor Review and Queuing Capabilities
- Workflow Integration
- Lock, Hold, or Notice on Projects
- Inter-departmental and Intra-departmental electronic notifications
- Internal and External User Experience

#### **4.7.6.3 Land Development**

Describe the technology that enables and supports the Respondent's Land Development Management capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Automation of the application processes and notifications for stakeholders at key steps in the development application process
- Automation of application submittal, completeness and technical reviews, decision-making, and validity determination processes
- Web portal capabilities and online reviewing capabilities for internal and external stakeholders
- Ability to maintain parent-child relationships between existing and new land development applications
- Ability to manage legal agreements between developers and City of San Antonio and track the process from completeness review, technical review, decision, project validity and parent-child relationships
- Plat application management and plat tracking capabilities (Plat, Plat Deferral, Administrative Exceptions and Variances, Redline Amending Plats, Time Extensions, Replat, Vacate, etc.)
- Addressing capabilities and management, including creation and street renaming
- GIS capabilities including applications' address verification, location based information extraction based on single location or user defined area.
- Agenda building capabilities

#### **4.7.6.4 Licensing**

Describe the technology that enables and supports the Respondent's Licensing capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Expiration Lifecycle and Flexibility
- Notifications and Renewals
- Portal Accessibility for Online Transactions
- Education and Experience Lifecycle Functionality
- Leveraging of external trade systems
- Project Integration for Locks, Holds, or Notices
- Examination/Training Class capabilities (scheduling, recording results)

#### **4.7.6.5 Electronic Plan Review (EPR) Solution**

Describe the Electronic Plan Review Solution that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Concurrent Review and Overlay Capabilities
- Integration capability with workflow and permitting software solutions
- Concurrent Editing Capabilities
- Version Control and Auditing
- Electronic Approval
- Publishing
- Workflow and Business Rule Integration (capability to route plans for review to multiple departments according to business rules)
- Electronic Markups
- Functionality to allow overlay and compare edits, notes and comments from multiple reviewers
- Communication Management
- Portal Accessibility

#### **4.7.6.6 Inspections, Enforcement, & Hearings**

Describe the Inspections technology that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Mobile Solution
- IVR/ Telephone Solutions
- Lock, Hold, or Notice on Projects
- Field Search Capability
- GPS Integration and Tools
- GIS Integration and Tools
- Routing Capability
- Inspection Versioning
- Online versus Offline Capability
- Mobile/ Inspections Architecture

Describe the technology that enables and supports the Respondent's Enforcement capabilities. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Avenues for Intake for Internal End Users

- Investigation User Experience
- Enforcement Life Cycle
- Inter-departmental and Intra-departmental electronic notifications
- External Notifications
- Public Accessibility
- Search Accessibility
- Locks, Holds, or Notices on Projects, Locations, and Contacts
- Stop Work (and other) Notifications
- Performance Metrics Collections and Reporting
- Collections Experience
- Hearing Scheduling and Enforcement of Outcome

#### 4.7.6.7 *Finance*

Describe the Finance technology that will enable and support the Respondent’s solution. The Respondent’s approach, at a minimum, must take the following topics into consideration while providing the details:

- Fee Management
- Payment Management
- Portal Accessibility
- Invoice Management
- Collections Management
- Fee Versioning
- Accounts Receivable Management
- PCI Compliance
- Lock, Hold, or Notices on Projects

#### 4.7.7 **Technical Solution**

Respondent shall complete and submit the Technical Requirements Matrix (RFCSP Attachment H) of this document. For each requirement, Respondents should indicate with “Yes” or “No” whether the requirement is addressed by the proposed solution. The Respondent’s “Yes” or “No” response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. The four options are:

5. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.
6. **Supported through Customization?** – use this column when the requirement is met by Customizations to the proposed solution.
7. **Supported in Future Product Release? (version #, planned date)** – use this column when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Please provide the version number and the planned date of release for any responses in this column.
8. **Requires Integration with Third Party Product or Respondent?** – use this column when the requirement can only be met through the use and integration of a third-party product or solution.

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix, including those marked as “Mandatory” or “Preferred.” In addition to completing the technical requirements matrix, the Respondent must provide a narrative overview of how the proposed solution will meet technical requirements as outlined in the following sections. The Respondent should ensure that their proposed solution to each technical component is consistent with the related City business requirements.

#### **4.7.7.1 Conceptual Architecture**

Describe how the Proposed Solution aligns with the Conceptual Architecture provided in Figure 8 of this document, where it deviates and why, and how each major capability is implemented. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Approach to rule automation.
- Inter-departmental (macro) and intra-departmental (micro) process automation.
- Integration between portal capabilities and department-centric capabilities.
- Breadth and depth of unassisted and assisted self-service support channels.
- Ability for System to support Business Owners, designated as System Administrators, to update and maintain business rules easily in the System (e.g., Activity should not require in depth technical knowledge)
- Level to which the capabilities contribute to improvement of predictability, transparency, and efficiency at a City-wide level of the underlying departmental functions.
- Configurability of the solution vs. requiring customizations
- Approach to establishing a Universal Project ID, how it is managed, where master data is stored.
- Approach to Document Management and integration with Electronic Plan Review.
- Approach to leveraging existing GIS systems.
- Approach to leveraging other existing City systems, such as document imaging systems.

#### **4.7.7.2 System Architecture**

Describe the Proposed Architectural Solution that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Proposed Hardware and Operation System Platform
- Software Development Tools and Languages
- Database Type and Structure
- Software Products (COTS)
- Proposed Software Components
- Middleware and Frameworks
- Proposed Network Infrastructure
- Proposed Application Architecture

The City will be responsible for procuring, installing, and configuring all required server/network hardware and base software (i.e., Operating System, Database Software, etc.). Respondent shall provide detailed hardware and software (not included in Respondent's proposal) requirements and specifications. This may also include brand/model, size, quantity, version, and any other relevant product attributes as appropriate.

#### **4.7.7.3 System Security Plan**

Describe the Proposed System Security Approach that will enable and support the Respondent's solution. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Single sign-on between solution components.
- Encryption of data communication.
- Security strategy.
- Digital signature.
- Security Architecture.
- Security Level Management (Role-based access).
- Security procedures and protocols.
- Compliance with Payment Card Industry (PCI) Security Standards (<https://www.pcisecuritystandards.org/>).

The proposed solution must also adhere to the Service Level Agreement requirements and City's Security policies as specified in RFCSP Exhibits 7 and 9, respectively.

#### **4.7.7.4 Systems Integration**

The Respondent shall describe their overall approach and strategy for integrating the proposed solution into the City of San Antonio's existing enterprise application environment and provide an architectural diagram of the proposed environment.

The City of San Antonio has identified an initial set of systems and applications provided in Table 8 that are within the scope of this integration effort.

The integration strategy should include the following:

- Describe approach and strategy for integrating with existing major integration middleware products.
- Best practices on standards-based service-oriented integration
- References on successful systems integration projects of similar size and scope

#### **4.7.7.5 Data Migration**

The respondent should describe their approach and ability to convert and migrate the data that currently reside in the legacy systems listed in Table 8 to the new proposed solution. In particular, please describe best practices for converting the 'right' data as opposed to assuming all data will be converted to the new system, and critical success factors for data conversion. Data quality issues with the existing data sources will be addressed and managed by the City. This section should include:

- Data Migration Process
- Best practices based on prior experiences of performing conversion of similar size and scope
- Data Migration Technology and Tools
- Roles and Responsibilities of City Staff

#### **4.7.7.6 Reporting**

The Respondent shall describe their overall reporting approach for the new solution that addresses the reporting requirements described in this solicitation. Reports are defined as any document produced out of the new solution. This may include, but not limited to:

- Data merged letters, correspondences, and forms
- Standardized and parameterized reports
- Ad-hoc query and reporting

The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:

- Design Approach and Methodology for Reporting
- Development Approach and Methodology for Reporting
- Reporting Technology, Tools, and Capabilities
- How the City can leveraging its existing Crystal Reports and/or Business Objects reporting environment
- Methodology for estimating effort for forms/reports of low, medium and high complexity

#### **4.7.8 Project Implementation Approach and Understanding**

The Respondent shall demonstrate a clear and concise understanding of the project and clarify any major issues or concerns. Additionally, this section should include the following components:

##### **4.7.8.1 Schedule and Work Plan**

Respondent shall submit a schedule and work plan to meet the requirements and deliverables of this solicitation.

#### **4.7.8.2 Staffing Requirements and Proposed Organizational Chart**

Within the proposal, the Respondent shall provide a Project Organizational Chart, with proposed Respondent and subcontractor staff that will be assigned to this project. Specific artifacts to be included in the description of the Respondent's Project Organization are:

- High-level narrative description of the project team organization
- Organizational Chart including all roles of all members of the project team
- Governance structure for Prime and Sub-Contractor Relationship
- Proposed governance structure for Respondent and City team
- Approach for integration and interaction with the City project team
- Resource plan including:
  - Respondent and City resources required by project phase
  - Roles and Responsibilities of each team member of both Respondent and City
  - Percentage of time that each of the Respondent's proposed staff (whether key role or not) will be on-site and dedicated to the City Project
  - Percentage of time that each City resource will be utilized to the project, per project phase

Key Personnel may not be re-assigned or transferred to other duties or positions such that the Key Persons are no longer available to provide the City of San Antonio with their expertise, experience, judgment, and personal attention, without first obtaining the City of San Antonio's prior written consent. In the event that the Respondent requests that the City of San Antonio approve a re-assignment or transfer of a Key Person, the City of San Antonio shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.

#### **4.7.8.3 Project Management Approach**

The Respondent should describe their approach to overall project management and integration of all activities required by the scope of work. This section should include:

- Project Management Methodology
  - Respondent's Project Management Methodology.
  - Rationale and assumptions for recommending proposed approach and strategy.
  - Including how methodology meets Project Management Institute (PMI) Standards and Best Practices
  - Project Manager must have active Project Management Professional (PMP) credential and a minimum of 3 years of experience in similar sized projects.
- Risk Management
- Requirements Management and Traceability
- Change Control

#### **4.7.8.4 Implementation Approach**

The Respondent must provide their proposed Deployment Strategy. The City is looking at an iterative deployment of functionality across the departments involved, as described in Table 9 and/or Figure 9.

Respondent should provide a narrative that identifies the implementation lifecycle approach that the Respondent will apply to the Project (appropriate to the scope, magnitude, and complexity of the solution) that includes, at a minimum, the concept stage, requirements stage, design stage, development stage, test stage, and installation stage.

Additionally, the Respondent shall address the following:

- Description of the iterative approach to implementing this solution, including approach to prototype development and deployment to various user groups
- Description of how all project activities and deliverables in this solicitation will be developed using the proposed iterative approach
- Identification of key milestones and timeframes for completing the proposed tasks and deliverables



Respondent should also describe the overall approach to implement the proposed solution with other City Departments (e.g. Metropolitan Health Department, San Antonio Fire Department, etc.) as a separate initiative. This is a separate, optional scope of effort that the City may request the selected Vendor to implement at its discretion. Key points to consider:

- Potential reusability of solution components
- Economies of scales that may be achieved by leveraging existing infrastructure
- Software licensing
- Dependencies
- Timeline

Vendor may also include any other information that will help inform the City on the best approach to expand the solution into other City departments.

#### **4.7.8.5 Key Implementation Risks and Mitigation Strategies**

The Respondent shall identify key implementation risks and risk mitigation strategies of New System based on prior Vendor experiences. Respondent shall provide a sample risk register that will be used throughout project implementation to identify, monitor and control risk.

#### **4.7.8.6 Test Strategy**

The Respondent shall describe their approach and ability to test and validate the functionality of the implemented solution against the documented requirements and use cases. This section should include:

- Unit Testing
- System Testing
- Performance and Reliability Testing
- Functional and User Acceptance Testing
- Regression Testing
- Data Conversion Testing
- Test Plans
- Test Scripts
- Issue Management and Resolution

#### **4.7.8.7 Knowledge Transfer and Training Approach**

The respondent should describe their approach and ability to satisfy the training requirements within the scope of work, including:

- Initial Product Training
- Train the Trainer sessions
- Configuration Training sessions
- Application and System Administration Training sessions
- Training manuals

The respondent should also describe the types of documentation that will be provided to assist in training and knowledge transfer activities.

For pricing purposes, Respondents shall assume training twenty (20) City trainers (Train-the-Trainer) as well as ten (10) City technology staff.

#### **4.7.8.8 Business Continuity and Disaster Recovery Plan**

Respondent shall submit a business continuity and disaster recovery plan detailing how they propose to meet the specifications in the event of service interruption. The plan shall detail the solution's backup and recovery processes. The proposed solution must also adhere to the Service Level Agreement requirements and City's Security policies as specified in RFCSP Exhibits 7 and 9, respectively.

#### **4.7.8.9 Production Support and Transition**

The Respondent must provide their proposed production support and transition approach. The Respondent's proposal must provide information that can be used by the City to evaluate the Respondent's knowledge of, and intended approach to, provide production support and transition.

- Description of the production preparation and support proposed
- Description of the transition approach and methodology proposed
- Respondent's approach and methodology to provide optional application management, technical support, system enhancements, and other related support activities
- Proposed software license agreements and maintenance agreements

#### **4.7.8.10 Deliverables Expectations Document (DED)**

The Respondent must develop the Project Deliverables in the form and format agreed to by the City of San Antonio and the Respondent using a Deliverables Expectations Document (DED) that is approved by the City of San Antonio. No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by the City of San Antonio.

#### **4.7.8.11 Deliverables**

The Respondent must make all deliverables available electronically in software versions that are PC compatible with the software being utilized at the City of San Antonio (e.g., Microsoft Word, Visio, Project, Windows operating system, etc.). The following table provides a listing of deliverables that must be provided at a minimum. The Respondent shall add to the list provided below in alignment with its proposed methodology and work plan. Respondent shall submit a detailed description of how they propose to meet the deliverables of the solicitation, outlined in the tables below. Respondent shall address each of the deliverables listed below in their response. If the Respondent intends to provide any additional deliverables, they may identify those in this section.

**Table 11. Minimum List of Deliverables**

#	Name of Deliverable	Description
25.	Work Plan	<p>Frequency: Once to establish base plan; Subsequent formal submittals will be required for formal approval of changed baseline dates. The Respondent is required to track actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.</p> <ul style="list-style-type: none"> <li>■ Detailed schedule in MS Project for key activities including project tasks, deliverables, and knowledge transfer activities</li> <li>■ A work breakdown structure</li> <li>■ Include risk events identified based on activities in the WBS; a “cause” of the risk should be provided for each</li> <li>■ A logical sequence of tasks and deliverables</li> <li>■ A clear narrative definition of each task and deliverable</li> <li>■ A specific target completion date for each task and deliverable</li> <li>■ Task and deliverable relationships and dependencies</li> <li>■ Identification of the critical path for the work plan to allow the determination of impacts of any schedule slippage.</li> <li>■ The Project Work Plan “actual” schedule is required to be maintained current on at least a weekly basis</li> </ul>
26.	Project Kickoff Presentation	<p>This deliverable is a presentation to familiarize project team members with the project. The presentation includes the following topics:</p> <ul style="list-style-type: none"> <li>■ Project Overview</li> <li>■ Project Schedule (high level)</li> <li>■ Objectives and Definitions</li> <li>■ Process</li> <li>■ Artifacts</li> <li>■ Roles and Responsibilities</li> <li>■ Keys to Success</li> <li>■ Next Steps</li> <li>■ Questions and Answers (Q&amp;A)</li> <li>■ Resources</li> </ul>
27.	Project Management Plan	<ul style="list-style-type: none"> <li>■ General project information — describes planning information such as project scope, roles and responsibilities</li> <li>■ Monitoring and control information — describes methods for gauging and ensuring the project is implemented as planned. Includes issue and action item management</li> <li>■ Quality Management Information — includes methods for quality planning, quality assurance, and quality control</li> <li>■ Describes project scope, resource requirements, work activities, and methods for gauging performance throughout the project life cycle.</li> <li>■ Planning, management, and control activities that support the project from startup through closure.</li> <li>■ PMO organization chart outlining the responsibilities and skill set for each role.</li> <li>■ Protocols for communicating status including sample status reports, meeting schedule, and agenda.</li> <li>■ Deliverable creation, review and approval process.</li> <li>■ Stakeholders</li> <li>■ Status Reporting Standards</li> <li>■ Project Team structure, external interfaces, the roles and responsibilities of project team members, including the name of the staff person who will be responsible for the project, and</li> </ul>

#	Name of Deliverable	Description
		<p>accountability.</p> <ul style="list-style-type: none"> <li>■ Scope Management Plan. This plan documents the project vision and goals, in- and out-of-scope items and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.</li> <li>■ The Schedule Management Plan including: <ul style="list-style-type: none"> <li>□ How the project schedule will be monitored for variances</li> <li>□ What types of corrective actions will be taken to address schedule variances during the life of the project</li> </ul> </li> <li>■ The process, roles, and responsibilities involved in making changes to the project schedule.</li> </ul>
28.	Risk Management Plan	<p>This deliverable documents a disciplined approach for the continual assessment of what could go wrong. The Risk Management Plan includes the following:</p> <ul style="list-style-type: none"> <li>■ Integration with the City of San Antonio governance processes</li> <li>■ Process to Identify and manage risks</li> <li>■ Process to Identify the severity and quantify the potential impact of each identified risk</li> <li>■ Process to Quantify the probability of each identified risk</li> <li>■ Process for supporting the development of risk mitigation plans for each identified risk</li> <li>■ Guidance for assessing the efficacy of risk mitigation actions</li> <li>■ Description of work products and processes for assessing and controlling risks</li> <li>■ Escalation mechanisms for risks</li> </ul>
29.	Communications Management Plan	<p>Establishes a consistent method for communication planning, management, methods and activities needed to ensure timely and appropriate collection, generation, dissemination, storage, and disposition of project information.</p> <p>This deliverable includes an end-user support communication plan.</p> <p>The Communication Management Plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The Communication Management Plan must define the communication vehicles, target stakeholders, scope and frequency of the project's communications vehicles. As part of Communication Management, Issues must be logged and reported weekly and the plan must detail the escalation mechanisms for Issue resolution.</p>
30.	Status Reporting	<p>Weekly status reports may include:</p> <ul style="list-style-type: none"> <li>■ Status of work completed against the Project Work Plan</li> <li>■ Objectives for the next reporting period</li> <li>■ Client responsibilities for the next reporting period</li> <li>■ Recovery plan for all work activities not tracking to the approved schedule</li> <li>■ Projected completion dates compared to approved baseline key dates</li> <li>■ Escalated risks, issues (including schedule and budget), and Action items</li> <li>■ Disposition of escalated or critical issues and risks</li> <li>■ Important decisions</li> <li>■ Actual/projected Project Work Plan dates versus baseline Project Work Plan milestone dates</li> <li>■ One-page graphical summary of the Project Work Plan status of all</li> </ul>

#	Name of Deliverable	Description
		<p>major tasks and subtasks</p> <p>Vendor must also provide a monthly status report on the 5<sup>th</sup> day of the month or the following business day.</p>
31.	Business Requirements Document	<p>This deliverable will contain the requirements for the solution and will include:</p> <ul style="list-style-type: none"> <li>■ General (i.e., Global) business requirements</li> <li>■ Validation and refinement of the “to-be” use cases in Attachment A. This may include the addition, modification, and deletion of use cases as deemed appropriate by the City of San Antonio staff.</li> <li>■ Functional and non-functional requirements</li> <li>■ Business Process Diagrams</li> </ul> <p>This deliverable will be used as part of the final system acceptance to validate all requirements and use cases have been properly addressed in the system implementation.</p>
32.	Application Design Specification	<p>This deliverable will contain the design specifications for configuring the COTS product to address the business requirements. The deliverable will include, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>■ Detailed workflow information</li> <li>■ Process flow diagram(s)</li> <li>■ Application configuration specifications</li> <li>■ Business rules</li> </ul> <p>Optionally, Respondent may create multiple Application Design Specifications where each document deliverable addresses a specific configuration aspect of the COTS product.</p>
33.	Interface Design Specification	<p>This deliverable will contain the design specifications for all system interfaces interacting with the new solution.</p> <ul style="list-style-type: none"> <li>■ The deliverable will include the following design specifications:</li> <li>■ Identify all interfaces between the new solution and each system/application</li> <li>■ Define service-based interface specifications including all input/output parameters and data types</li> <li>■ Mapping source and destination of each interface field (e.g., database table name/field)</li> </ul>
34.	Report Design Specification	<p>This deliverable will contain the design specifications for all reports to be produced by the new solution. This includes, but not limited to:</p> <ul style="list-style-type: none"> <li>■ Data merged letters, correspondences, and forms</li> <li>■ Standardized and parameterized reports</li> <li>■ Ad-hoc query and reporting</li> </ul> <p>The deliverable will include the following design specifications:</p> <ul style="list-style-type: none"> <li>■ Mock report layouts (look and feel)</li> <li>■ Identify report fields and parameters (as applicable)</li> <li>■ Mapping database fields to report fields</li> <li>■ Identify all functional and non-functional reporting requirements</li> <li>■ Document required ad-hoc query and reporting functionality</li> </ul>
35.	Prototype Scope and Design	<p>The Prototype Scope and Design defines the scope, requirements, success factors, and design of a small subset of the final system’s overall functionality.</p>
36.	Prototype Completion Report	<p>The success demonstration of the prototype will include:</p> <ul style="list-style-type: none"> <li>■ Successful demonstration of the prototype per approved Prototype Scope and Design document</li> </ul>

#	Name of Deliverable	Description
		<ul style="list-style-type: none"> <li>■ Feedback, outcomes and findings to be considered for the subsequent implementation efforts</li> </ul>
37.	Environment Management Plan	<p>The environment management plan must include:</p> <ul style="list-style-type: none"> <li>■ Plan and schedule for working with City to secure the requisite software/hardware for the solution for all environments (e.g., development, test, production, etc.)</li> <li>■ Infrastructure architecture for all environments</li> <li>■ Strategy for managing the promotion of the solution from development through to production environments.</li> <li>■ Configuration Management methodology</li> </ul>
38.	Test Management Plan	<ul style="list-style-type: none"> <li>■ Software testing strategy, methodology processes, standards and guidelines for all software testing and conversion testing activities</li> <li>■ Specification of entrance and exit criteria for each of the test events.</li> <li>■ Templates and standards for all testing artifacts and deliverables</li> <li>■ Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects)</li> <li>■ Standards for establishing traceability from requirements in the requirements repository to test cases.</li> </ul>
39.	Initial Product Training	<p>Respondent shall conduct initial product training with core project team members and SMEs. This includes:</p> <ul style="list-style-type: none"> <li>■ Provide overview of product(s)</li> <li>■ Demonstrate how product addresses key business requirements</li> <li>■ Provide content and training materials to be used for training</li> <li>■ Plan for measuring the effectiveness of the training</li> </ul>
40.	Training Plan	<p>The training plan must include:</p> <ul style="list-style-type: none"> <li>■ Plan and schedule for providing on-site “train the trainer” sessions</li> <li>■ Plan and schedule for providing configuration training sessions</li> <li>■ Plan and schedule for providing system administration training sessions</li> <li>■ All content and training materials to be used for training</li> <li>■ Plan for obtaining feedback for testing and evaluating training materials</li> <li>■ Plan for measuring the effectiveness of the training</li> </ul> <p>Technical training sessions shall provide documentation that include, but not limited to:</p> <ul style="list-style-type: none"> <li>■ Product Technical Guide/Manual</li> <li>■ Product’s Database Schema/Model and Data Dictionary</li> </ul>
41.	Data Conversion Plan	<p>This plan must specify what and how data conversion (Legacy System to new solution) will function. This plan must include, but not be limited by the following:</p> <ul style="list-style-type: none"> <li>■ Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data)</li> <li>■ Description of manual conversion processes that cannot be automated</li> <li>■ Milestones, targets</li> <li>■ How much history is converted out of each system</li> <li>■ List of data to not convert</li> <li>■ Manual data entry and error correction after conversion</li> <li>■ Plan for testing and validating converted data</li> </ul>
42.	Change Management Plan	<p>The change management plan must include:</p>

#	Name of Deliverable	Description
		<ul style="list-style-type: none"> <li>■ Change management strategy</li> <li>■ Prepare for organizational readiness for the new solution</li> <li>■ Execute and lead change management strategy with City to ensure successful transition and adoption of new solution</li> </ul>
43.	Iteration Test Plan	<p>Frequency: Once Each Iteration</p> <p>Deliverable contains, at a minimum, the following components relating to the release or iteration:</p> <ul style="list-style-type: none"> <li>■ Test Objectives (tangible goals)</li> <li>■ Test Scope</li> <li>■ Test Approach, including unit and integration testing</li> <li>■ Assumptions</li> <li>■ Test Strategy</li> <li>■ Test Plan <ul style="list-style-type: none"> <li>□ Roles and Responsibility (include support activities)</li> <li>□ Test Schedule</li> <li>□ Resource Allocation, including planning, execution and support where designated</li> <li>□ Major Testing Milestones (including turnover to test stages for which do not have primary responsibility as well as those representing participation and support for other test stages/levels)</li> <li>□ Resource Requirements</li> <li>□ Contingencies</li> </ul> </li> <li>■ Test Data Strategy</li> <li>■ Test Environment Build Strategy</li> <li>■ Environment List that includes the following for each environment that will be used for each test stage</li> <li>■ Test Management and Reporting Procedures <ul style="list-style-type: none"> <li>□ Test Reports (frequency and format description)</li> </ul> </li> <li>■ Test Deliverables: <ul style="list-style-type: none"> <li>□ Test cases/scenarios</li> <li>□ Test scripts</li> <li>□ Test records</li> <li>□ Tools and outputs (specifies LAST failure thresholds and delta change with baseline comparison)</li> <li>□ Error logs and execution logs</li> <li>□ Fully documented defect reports</li> <li>□ Requirements Traceability</li> </ul> </li> <li>■ Description of the approach for regression testing</li> <li>■ Standards for establishing traceability from requirements in the requirements repository to test cases.</li> </ul>
44.	Iteration System Test Report	<p>Frequency: Once Each Iteration</p> <p>This phase of testing involves testing the System's functionality end-to-end, including testing all interfaces to internal and external systems. It is the City of San Antonio's expectation that this test is conducted in a Production-like environment and is conducted by the Respondent's testing team that is independent of the development team. This test must also ensure that the conversion and use of legacy system data does not generate any errors. The Responder will perform System qualification testing until all major errors, as defined by the City of San Antonio, have been remediated within the System (e.g. missing key functionality, computational errors etc.).</p> <p>For Iterations 2+, the Responder will be responsible for regression testing for the new solution. Regression Testing encompasses the re-running of previously completed test cases after new functionality or</p>

#	Name of Deliverable	Description
		<p>bug fixes have been added to the System. The Responder is expected, through Regression Testing, to ensure that any changes made to the new System have not broken previously working System functionality.</p> <p>This deliverable includes:</p> <ul style="list-style-type: none"> <li>■ Evidence for the completion of the exit criteria for Iteration System Testing.</li> <li>■ An <b>Iteration System Test Certification Form</b> that contains the signatures of representatives of all non-Respondent impacted development teams that may be supporting applications and technologies impacted by the changes in the Iteration. This readiness certification will be the Respondent's statement that the System has passed all internal testing and is now ready for User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Respondent will set up a System walkthrough with representative the City of San Antonio project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the UAT may not proceed.</li> </ul>
45.	Iteration User Acceptance Testing (UAT) Report	<p>Frequency: Once Each Iteration</p> <p>This deliverable includes:</p> <ul style="list-style-type: none"> <li>■ Evidence for the completion of the exit criteria for Iteration System Testing.</li> <li>■ An Iteration User Acceptance Test (UAT) Certification Form that contains the signatures of representatives of all non-Respondent impacted development teams that may be supporting applications and technologies impacted by changes in the Iteration. This readiness certification will be the Respondent's statement that the System has passed all User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Respondent will set up a System walkthrough with representative the City of San Antonio project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the production deployment may not be approved.</li> </ul>
46.	Iteration Deployment Plan	<p>Frequency: Once Each Iteration</p> <ul style="list-style-type: none"> <li>■ Contingency and rollback plan if deployment is unsuccessful</li> <li>■ Plan for physical deployment of application components Smoke test plan that includes steps to verify that deployed application is functioning correctly</li> <li>■ Criteria for approving the production use of application</li> <li>■ Anticipated downtime with user impact</li> <li>■ Data Synchronization Steps</li> <li>■ User and service desk communication plan</li> <li>■ Final deployment approval steps</li> <li>■ Duration of deployment activities and required resources</li> </ul>
47.	Production Environment	<p>Establishes the production environment to deploy the solution and the deliverable includes:</p> <ul style="list-style-type: none"> <li>■ Appropriate capacity</li> <li>■ Failover capability</li> <li>■ Disaster Recovery and Business Continuation Plan</li> <li>■ Licensing of 3<sup>rd</sup> party products</li> </ul> <p>Identifies the process, procedures, and scripts necessary to deploy and maintain the solution into the production environment</p>



#	Name of Deliverable	Description
48.	Service Level Agreement	<p>The Service Level Agreement must include:</p> <ul style="list-style-type: none"> <li>■ Plan for application maintenance process and procedures</li> <li>■ Plan for adding, testing, and deploying modifications or enhancements to the solution</li> <li>■ Plan for knowledge transfer of configured system to the City of San Antonio staff</li> <li>■ All content and training materials to be used for training</li> <li>■ Plan for obtaining feedback for testing and evaluating training materials</li> <li>■ Plan for measuring the effectiveness of the training</li> </ul> <p>Note: The City of San Antonio may optionally elect for the Respondent to provide application maintenance and support. Exercising this option does not preclude the Respondent in providing this deliverable.</p>

**4.7.8.12 Deliverable Reviews and Acceptance**

Deliverables prepared by the Respondent shall be subject to the review and approval of the City of San Antonio project manager or his or her designee. The Respondent must be prepared to provide walkthroughs of deliverables in order to facilitate the City of San Antonio deliverable reviews. The City of San Antonio will review, approve, or require modification to the Respondent's deliverables. Approval shall be granted if the deliverable conforms to the requirements of the RFCSP, contract, and DED. The City of San Antonio shall notify the Respondent within ten (10) business days of its receipt of a Deliverable of its approval or rejection, with the reason(s) for rejection and what the Respondent must do so that the deliverable will be acceptable. The Respondent shall have five (5) business days, or as otherwise agreed to by the City of San Antonio, to correct the deliverable and resubmit the deliverable for the City of San Antonio review.

**The City of San Antonio reserves the right to waive the review and approval of Respondent work products. The City of San Antonio approval of the Respondent's work product will not relieve the Respondent from liability for defects, errors or omissions in the work product that may be discovered after such approval.**

**RFCSP ATTACHMENT B**

**RESPONDENT QUESTIONNAIRE**

- 1. Respondent Information:** Provide the following information regarding the Respondent.  
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

- 5.** Where is the Respondent's corporate headquarters located? \_\_\_\_\_

- 6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Company Experience, Background and Qualifications	
Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.	
Indicate the number of years Respondent has been in the business of providing the type of Services Sought by this RFCSP, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.	
List all projects that the Respondent has completed in the past four years that demonstrate experience executing and successfully completing projects of this size and scope, working with federal, state, or local governmental entities providing services similar in size and scope.	
List all relevant projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.	
Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.	
If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.	
Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart: <ul style="list-style-type: none"> <li>■ Identify the number and professional qualifications (to</li> </ul>	

### Company Experience, Background and Qualifications

- include licenses, certifications, associations)
- Identify relevant experience on projects of similar size and scope
  - State the primary work assignment and the percentage of time to be devoted to the project.

Additional Information. Identify any other relevant information about the Respondent's qualifications.

Resumes: Provide professional resumes for all proposed project staff.



**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/efrms/atty/ContractsDisclosureForm.pdf> .

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFCSP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_      No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_      No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_      No \_\_\_

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFCSP ATTACHMENT E**

**SBEDA FORM(S)**

ATTACHED AS A SEPARATE DOCUMENT

**RFCSP ATTACHMENT F**

**PRICING SCHEDULE**

ATTACHED AS A SEPARATE DOCUMENT  
AS VERSION 3

**RFCSP ATTACHMENT G**

**ADDITIONAL PROJECT DOCUMENTS**

**FUNCTIONAL REQUIREMENTS**

ATTACHED AS A SEPARATE DOCUMENT  
VERSION 2

**RFCSP ATTACHMENT H**  
**ADDITIONAL PROJECT DOCUMENTS**

**TECHNICAL REQUIREMENTS**  
ATTACHED AS A SEPARATE DOCUMENT  
AS VERSION 3

**RFCSP ATTACHMENT I**

**SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal, by paper (hardcopy), Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_



**RFCSP ATTACHMENT J**

**VOSBPP TRACKING FORM**

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHED AS A SEPARATE DOCUMENT

**RFCSP ATTACHMENT K**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Proposal RFCSP Attachment <b>A</b>	
Respondent Questionnaire RFCSP Attachment <b>B</b>	
Discretionary Contracts Disclosure form RFCSP Attachment <b>C</b>	
Litigation Disclosure RFCSP Attachment <b>D</b>	
*SBEDA Form RFCSP Attachment <b>E</b> ; and Associated Certificates, if applicable	
Pricing Schedule RFCSP Attachment <b>F</b>	
Functional Requirements/Additional Project Documents RFCSP Attachment <b>G</b>	
Technical Requirements/Additional Project Documents RFCSP Attachment <b>H</b>	
*Signature Page RFCSP Attachment <b>I</b>	
*VOSBPP Tracking Form RFCSP Attachment <b>J</b>	
Proposal Checklist RFCSP Attachment <b>K</b>	
Proof of Insurability (See RFCSP Exhibit <b>1</b> ) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, Twelve (12) Copies and one (1) CD of entire proposal in PDF format to include a softcopy of the completed Excel workbooks for Functional, Technical, and Pricing Attachments in its native Excel file format.	

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

**RFCSP ATTACHMENT I**

**SIGNATURE PAGE**

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(S)he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

**Accela, Inc.**  
Respondent Entity Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: **Julian D. Munoz**  
Title: **Vice President**

Email Address: **jmunoz@accela.com**

**Not applicable.**  
Co-Respondent Entity Name: \_\_\_\_\_