CITY OF SAN ANTONIO

FINANCE DEPARTMENT

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

for

**CUSTOMER FIRST SAN ANTONIO (C1SA) PROJECT
Software and Implementation Services for
Point-of-Sale and Reservation/Registration Systems**

6100003293 (RFP 2013-083)

Release Date: November 14, 2013
Proposals Due: January 22, 2013

This solicitation has been identified as High-Profile.

<u>**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.**</u> Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

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.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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1. BACKGROUND

1.1 Introduction

The City of San Antonio (COSA or "City") is the seventh largest city in the country with 36 supporting departments that offer cultural, educational, recreational and social programs; permitting and other regulatory needs; facility rentals; libraries; and services ranging from animal care to tourism to health care. Despite its size, COSA does not have a single system for managing these diverse sales activities. The City has custom and commercial-off-the-shelf systems that do not integrate directly with SAP, the City's financial system of record, contributing to the need for multiple manual reconciliation processes.

As part of its ongoing efforts to enhance the quality and efficiency of service delivery to its customers/constituents/public, the City intends to implement new Enterprise Point-of-Sale and Reservations/Registration Systems (EPOS-RRS). The City's Purchasing Division of the Finance Department seeks proposals from qualified Respondents interested in providing the products and services as described in this Request for Competitive Sealed Proposal (RFCSP).

The Background section of this RFCSP provides prospective vendors with an overview of the City's RFCSP for Software and Implementation Services for a new EPOS-RRS, internally known as the Customer First San Antonio (C1SA) Project. The topics covered in this section include:

- Purpose of this Solicitation
- Background on COSA EPOS-RRS
- Current System Environments
- Business Needs and Objectives/Desired State/Critical Success Factors

1.2 Purpose of This Solicitation

As part of its ongoing efforts to enhance quality and cost-effectiveness of service delivery to its customers, the City invites sealed proposals from qualified parties offering a solution for an Enterprise Point of Sale (POS) and a Reservation / Registration system (RRS) along with associated implementation services for a successful deployment at the City. The vision is to standardize and establish an enterprise platform for processing, reporting and managing cashiering transactions, processing facility reservations and handling program (activity) registrations for all departments within the City.

This RFCSP is being issued by the City to obtain products and implementation services for (1) a comprehensive uniform payment checkout approach to serving citizens and other customers, whether in person or via self-service; and (2) a citywide facility reservation, event management, program registration, sports league management, and volunteer management system, with full customer self-service capability for reservation, registration and payments in-person or over the Internet. The Respondent is expected to provide comprehensive services to deploy the proposed solution within the City.

The City shall accept proposals from vendors for a fully-integrated, end-to-end solution for both functional areas that meet all business and technical requirements as set forth in this RFCSP. The City will only accept proposals from vendors that propose solutions that cover all of the identified scope (POS, RRS and services). This single proposal may be a single vendor who is able to offer the entire requested scope, or a prime vendor who offers some of the scope and is able to subcontract the other parts of the scope in its proposal. Additionally, the City will give extra consideration for proposals that demonstrate enhanced value by leveraging the City's prior technology investments, such as eCommerce and infrastructure software. (See Section 2.2 below.)

For the associated technology infrastructure, the City prefers an internally-hosted infrastructure but will consider third-party-hosted and Software-as-a-Service (SaaS) multi-tenant proposals that can demonstrate a greater value proposition. Respondents may submit pricing for one, two or all three infrastructure options in their proposals. Separate Pricing Schedules are presented in RFCSP Attachment 6 for each of the three technology platform options.
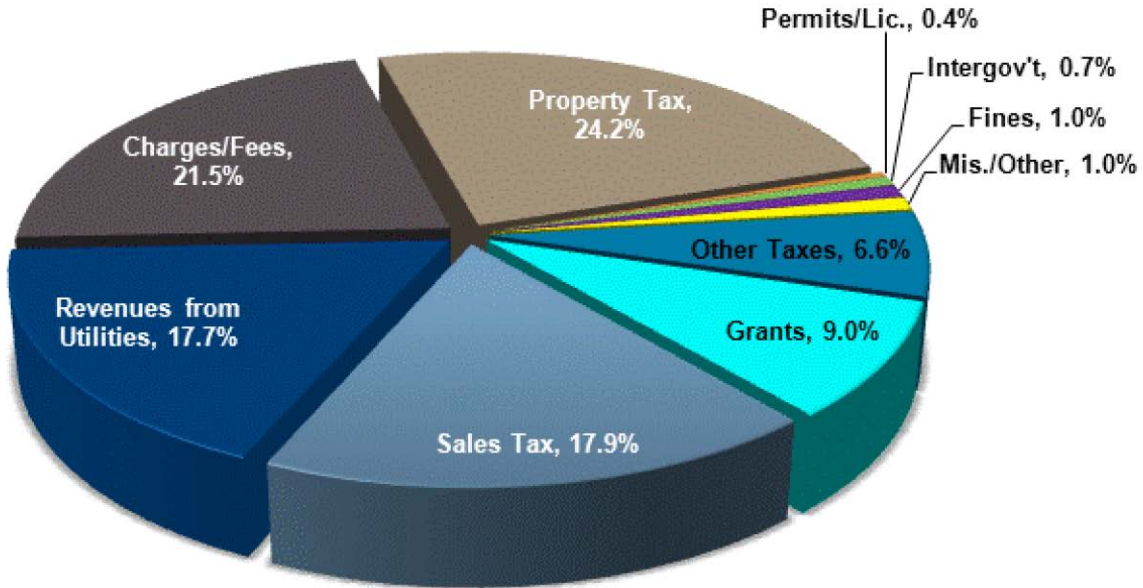
1.3 Background

The City of San Antonio is located in Bexar County, which is in the south-central part of the state and serves as an economic and cultural gateway to the American Southwest. San Antonio is one of Texas' most famous cities, third

fastest-growing city in America and the seventh largest U.S. city with a population of 1.4 million. The City has approximately 12,000 employees. The body of government consists of a mayor, 10 city council district representatives, and a city manager with 36 supporting departments. More than 26 million people visit San Antonio each year.

Below is a chart that shows budgeted operating revenues projections for Fiscal Year 2014. It includes revenue percentages for City sales and services such as charges/fees, permits, licenses, and fines that are collected by the City. These cash-handling activities are mostly processed in person at a City point-of-sale location. Some transactions are processed via the web using a credit card. There is substantial revenue that will not be affected by the deployment of a new POS system; the City is not seeking an Accounts Receivable system and it is not the City's goal to process all revenue through the future POS solution.

FY 2014 Proposed Consolidated Operating Budget

Where the money comes from (Revenues): $1,687,094,048

Permits/Lic., 0.4%
Intergov't, 0.7%
Fines, 1.0%
Mis./Other, 1.0%
Property Tax, 24.2%
Charges/Fees, 21.5%
Other Taxes, 6.6%
Grants, 9.0%
Revenues from Utilities, 17.7%
Sales Tax, 17.9%

In the sections below, the City presents a summary of the current state of systems available for POS and RRS. Prior to release of this RFCSP, the City conducted a detailed assessment and analysis of the current systems, in conjunction with development of the requirements for the new systems. This detailed assessment report is provided as Appendix B, *C1SA Current Systems Assessment Report,* to this RFCSP, and will provide additional important detail. Please note that this assessment was a snapshot of the environment, and there have likely been changes since the report was issued.

1.3.1   Current Point of Sale Overview

Many City departments offer products and services on a fee and non-fee basis. These include recreational activities, facility rentals, birth and death certificates, various building and health permits, health services, and a variety of consumer items such as T-shirts, etc. The City also collects fees or fines for a variety of activities or services, to include but not limited to, overdue library books, traffic fines, permits, etc. The processes and tools for these transactions vary across departments.

These include:

▪ Customer pays for services or products at the department where such products or services are offered (walk-up service) using cash, checks or credit card;

▪ Customer places an order or completes paperwork for a service or product at one department but must pay for it at another department (such as at the Central Finance cashier station);

▪ Customer orders and pays for services over the City's website using a credit card; and,

▪ Customer orders and pays for services through the mail or over the phone.

The City accepts cash, checks, and credit cards as forms of payment; however, these payment methods are not uniformly available across all City departments. The City does not currently offer a central location, either cashiering station or on-line, for ordering and paying for all City services and products.

Due to the existing inconsistencies in point-of-sale activities across the organization, City departments use a variety of software applications, tracking tools, and processes to manage sales activities. These include, but are not limited to, specialized software, Excel spreadsheets, Access databases, paper-based logs, paper intake forms, and other stand-alone processes to manage their sales activities. Customers receive receipts from their transactions, generally in the form of a register receipt, stapled to a department's intake/order form that identifies the details of the transaction. A number of departments use specialized software to manage their business and receive payments, such as Tyler Incode Court Case Management (Municipal Courts), Millennium (San Antonio Public Library), Hansen (Development Services), and others. These systems will not be replaced by the C1SA Project, but the City does expect that the new solution will integrate with these systems to present a unified cashiering approach for the City.

Locations that currently utilize registers, such as the libraries and the San Antonio Visitor Information Center ("City Store"), are not directly integrated with SAP, the City's financial system of record. Tills must be manually reconciled and sales summary information is manually entered into SAP at the end of the day or the following business day.

1.3.2 Current Reservation and Registration Overview

1.3.2.1 Parks Facilities

There are more than 200 venues and public spaces managed and operated by Parks & Recreation Department, Culture & Creative Development Department and Downtown Operations Department. Within these locations are approximately 800 facilities available for rental. All park facility reservations are processed and receipted in the Information Services Parks & Recreation Reservation System (ISPR) on the mainframe Customers may inquire regarding availability through an online interface to ISPR, but must make reservations and pay fees at the central office for the appropriate department. They can also coordinate some reservations through City park staff on site; however, the payment must still be processed separately at the departmental office.

Mass-Facility functions and special events require special permits and deposits that must be coordinated through the appropriate departmental staff and paid at the departmental office for the most part. Sports league and recreational class registrations are processed manually and receipted in the ISPR reservation system. Receipted transactions are recorded in the Municipal Accounts Receipts and Receivables (MARR) mainframe system and then posted to the City's SAP financial system. Reservation transactions processed in ISPR for fiscal year 2013 included 13,762 transactions that generated $1,564,452 in revenue. Registrations for park activities for FY13 were estimated at 14,500 paid registrations for $475,000.

1.3.2.2 Other City Facilities

There are additional facilities throughout the City available for public rental that are handled by the individual departments, with no central booking or payment. There is no central management of reservations for these spaces, which requires that the public reserve these rooms with each host department. This process results in low discoverability by the public on these facilities, and difficulty and inefficiency in checking facility availability.

1.3.2.3 City Department Program & Volunteer Registrations

City departments process their program or volunteer activity registrations manually and maintain the information in spreadsheets or Access databases, or may hire a third party to handle the registration process. A few departments have custom or off-the-shelf applications for online registrations or payments that accept credit cards.

1.4 Current System Environments

1.4.1 Point of Sale Systems

The City uses multiple systems to handle points-of-sales, as summarized below:

1.4.1.1 Custom Applications

Several City departments use custom mainframe applications (NATURAL/ADABAS) to process sales activities. Payment information captured by these applications is recorded in another mainframe application, the Municipal Accounts Receipts and Receivables (MARR). From MARR, information is summarized (TSO Data Sets) during nightly batch jobs and processed against interface tables to convert the legacy cost objects into SAP cost objects. This summary information is then posted to SAP using standard SAP financial transactions. Applications in this category include:

- Vital Records Point-of-Sales (VPOS)
- Information Services Parks & Recreation Reservation System (ISPR)
- Code Enforcement Accounts Receivable System (CEAR)
- GTU (used by Police Ground Transportation Unit)

1.4.1.2 Commercial Off-the-Shelf Systems (COTS)

Several City departments use COTS applications for their core business processing. However, most of these systems do not currently integrate with SAP to record accounting information. Payment information is summarized at the department level and manually entered into SAP at the end of the day or the next business day. Stand-alone COTS include:

- Hansen (used by Development Services, interfaces with SAP through MARR) (Note: Development Services is currently developing a procurement to update/replace the Hansen software)
- Millennium (used by Library)
- Chameleon (used by Animal Care Services)
- Tyler Incode Court Case Management (used by Municipal Courts, integrated with SAP)
- FASTER CS (used by Fleet)
- CTR Parking and Revenue Control (used by Aviation and Downtown Operations)
- Digital Health Department (used by Metro Health)

1.4.1.3 SAP

SAP is the enterprise accounting system of record for the City. Where there is not a specialized business system for sales, cashiers use standard SAP Sales and Distribution (SD) functionality to create and process sales orders, invoices, and payments directly in SAP. Some departments use SAP for one-time sales, using standard SAP transactions with a "generic" customer number to enter the sales order, create an invoice, and immediately apply the payment.

Statements for open invoices are processed either by the department or by the central AR division within the Finance Department. The majority of the payments for these open invoices come through the mail, and many through the City's lockbox arrangement with Frost Bank.

1.4.1.4 On-Line Transactions on sanantonio.gov

The City offers limited services on-line, including garage sale permits, payment for building applications, and the payment of fines and fees to the Municipal Court. On-line payments are processed using a custom payment card application and gateway and settled nightly. The resulting summary information is then posted to SAP via MARR as described above. Users can review parks facility amenities and availability through an ISPR interface, but cannot reserve or pay for them on-line.

1.4.2   Computer Environment

Please see Appendix C, *Software and Infrastructure Standards*, for a discussion of the current technology environment and standards at the City.

1.4.3   Integration

The City places a high value on integration (system and process) as a major component of customer service and delivery efficiency. Currently, much of the integration between systems, including SAP, is manual reconciliation and/or manual journal entry.

1.5   Project Governance

The primary business owners for the C1SA project will be the Finance Department, the Parks & Recreation Department, and the Information Technology Services Department (ITSD). The project will be governed by a Steering Committee with representatives from major departmental stakeholders. Management and oversight of the project will be under the Finance Department and the Project Management Office (PMO) of ITSD.

1.6   Business Needs and Objectives/ Desired State/ Critical Success Factors

1.6.1   Business Needs and Objectives

Existing business processes are labor- and paper-intensive in many COSA departments. Existing tools are often outdated and have no connection to SAP, COSA's financial system of record. Customers cannot find many services online; walk-up services in departments present limitations (including customers forced to go from one department to another to order and then pay for services in some cases). In addition, departments are inconsistent in the types of payment they accept. The current lack of integration and standardization puts COSA at greater risk for accounting mistakes, fraud or theft, and presents many reconciliation challenges. On the front-end, processes waste staff time, frustrate customers and miss opportunities to better serve citizens.

Project objectives include:

- Improve service to residents and business customers
- Create a cohesive image for COSA's services and sales points
- Greater fiscal security and accountability benefits for all stakeholders; POS system accounts for every dollar taken in – it tracks and documents payments from the source system and is then accurately posted in SAP
- More avenues for purchasing services for customers (internet, kiosks, phone, PDAs, cashier sites) and 24-hour access to reduce customer travel time, wait time, and frustration, while securing customer information
- Potential increase in sales of services – such as Parks & Recreation programs – through easy-to-use self-service and other options
- Better analysis of trends, fiscal data, and program data to allow departments to change or add services based on demand; ad hoc reporting capability
- Improve citywide/departmental-level cash management efficiency
- Eliminate reconciliations at Central Finance level
- Faster deposit of City funds to allow for maximization of bank interest received on deposited City funds
- Accurate cash receipt reporting
- Enable reconciliation of individual tills to SAP
- Scalability/flexibility to expand services
- Reduce front-end errors

1.6.2   Key Assumptions

- The C1SA Project is a priority for the City with corresponding commitment and support by all levels of management to include timely consensus and deadline-based decisions.
- Strong project governance standards will be applied equitably in a manner that ensures opportunity for input by all departments.
- The Finance Department and ITSD PMO will provide project management with appropriate levels of authority and project status reporting.
- The Awarded Vendor will commit their expert resources to meet the project timeline, provide post-implementation support, and enable knowledge transfer during the project to City staff.
- The City will commit sufficiently skilled City staff resources to the project for needed periods of time during the implementation.
- The existing legacy systems at the enterprise level will continue to operate as required throughout the deployment period.

- The Awarded Vendor will participate in the update of the City's Business Case for the C1SA Project with updated cost and project timing information, and with any expected cost savings or benefits not already included in the Business Case.

- The Awarded Vendor will include training costs for the City project team (exclusive of any travel expense for City employees) and will provide training materials and train-the-trainer sessions for City end users.

- The Awarded Vendor will develop the strategy for project communications and cultural change management in the form of a Change Management Plan and will provide support to the City for its execution during the project.

- The services under this Solicitation will be primarily performed at a City facility located in San Antonio, TX. The City shall provide workspace for Vendor personnel that includes access to City Internet, printers, phones, cubicles, etc. Vendor staff shall provide their own workstations/laptops.

- All staff of the Awarded Vendor will agree to abide by City security and data confidentiality policies, and will execute the appropriate City agreements prior to being allowed access to City networks.

- The City prefers that any SAP integration in the selected solution is SAP-certified. If SAP-certified, the certification will need to be maintained with future release versions of SAP.

- The Vendor will provide support for their solution, including but not limited to, software patches, upgrades, and database/development upgrades for their system as they become available.

1.6.3 Desired State

- All sales activities result in transaction-level detail being sent to SAP

- The new solution integrates well with existing systems with sales activity, such as Tyler Incode, Hansen, Millennium, etc.

- COSA is assured of fiscal security for all sales activities

- Flexible and seamless financial interface between new system and SAP

- COSA has easy-to-use auditing and reporting functionality to track financials, forecast, develop customer trends, track inventory, ensure compliance with policies and procedures, and other business needs

- Customers can easily access the services they seek – whether online, by phone, or in-person – and learn about other services they can take advantage of

- Customers have a positive opinion of the COSA "brand" and can readily identify how, when, and where to utilize services or procure City goods

- Customers can access these services in both English and Spanish

- COSA departments use a similar set of tools and processes to carry out sales, registration, and reservation activities

- COSA adopts best practices for point-of-sales and registration/reservations

- There is a measurable return on the City's investment

1.6.4 Critical Success Factors

- Greater customer satisfaction and convenience

- Increased accessibility of services to public

- Efficient registration and reservation processes that make it easy for customers to take advantage of COSA offerings as well as make it easy for COSA employees to track and manage activities and capacities

- Increased productivity of front-line personnel

- Measurable reduction in time spent on reconciliation and other accounting activities related to sales transaction

- Measurable reduction in errors relating to data entry and business processes

- Better information available to management

- Measurable ROI

2. SCOPE OF SERVICE

2.1 Software

The City wishes to procure software in two primary related business areas: point-of-sale and reservations/registration.

The POS solution should establish a comprehensive uniform payment approach to serving citizens and other customers as well as managing the financial transactions on the back-end. The City envisions serving customers through cashier stations, the Internet, self-service kiosks, telephone, mail and alternative platforms such as a smartphone or tablet. The POS system should include credit card processing with the City's merchant services provider that meets the PCI DSS/CISP credit card industry Payment Applicator Best Practices specifications in order to minimize the City's credit card processing fees and expenses. The selected system must integrate with SAP, COSA's financial system, to provide transaction-level detail and provide complete audit/reporting functions, as well as other departmental business systems that handle sales transactions. The POS solution should present items available for payment (e.g., an open invoice) from existing City systems and send completed payment information back to these systems, as well as process items for sale and payment of items directly from the solution. The POS solution should also include a retail cash register and retail inventory solution for departments with this need, such as the City Store.

The RRS system should be able to support facility reservations, event/program/class registration, sports league management, and volunteer management for all departments within the City. All of these functions should be available to City staff and to the general public on-line, and payment must be accepted at the time of the transaction in any form approved by the City. The payment system within the RRS must tightly integrate with (or be the same as) the new POS solution. The RRS solution should be flexible enough to handle large multi-facility reservations, with associated fees, permits and deposits, as well as a small City library with a single meeting room.

The City shall accept proposals from vendors for a fully-integrated, end-to-end solution for both functional areas that meets all business and technical requirements as set forth in this RFCSP. The City will only accept proposals from vendors that propose solutions that cover all of the identified scope (POS, RRS and services). The City is allowing some flexibility from Vendors regarding how all elements of the solution are covered in the proposal. Examples of Vendor approaches that the City may find acceptable include:

- One vendor providing all software and services as described;
- A prime software vendor with one or more subcontractor vendors to provide all software and services;
- An integrator that subcontracts or partners with other firms to provide all software and services; or
- Any of the above arrangements that can leverage existing City technology assets as part of their total solution. The City will give extra consideration for proposals that demonstrate enhanced value by leveraging the City's prior technology investments, such as eCommerce and infrastructure software. (See Section 2.2 below.)

The time, effort and cost required to integrate the POS and RRS solutions, if not already integrated, or integrate vendor-proposed elements of the City's technology into the vendor-provided solution, shall be included in the scope and cost of the proposal, as the City is placing a high value on integration as a major component of customer service and process efficiency.

2.2 Relevant Existing City Technology

The City will give extra consideration for proposals that demonstrate enhanced value by leveraging the City's prior technology investments. Since 2008 the City has been making specific and deliberate technology platform investments directed toward improving its e-Government capabilities in the G-2-C segment and intended to provide a framework of increasingly relevant citizen engagement platforms. The first major milestone was realized in October 2011 with the deployment of KANA's LAGAN Enterprise Case Management CRM platform. This system replaced the City's legacy CRM system and added the capacity for additional channels through the Open311 integration standard. In addition to the traditional telephone channel the City also opened up a web self-service channel to make initiating 311 service requests more convenient for an increasingly well-connected constituency. In September 2013 the City added an additional channel for iOS and Android smartphone users with the release of its San Antonio 311 'Report It' app. This platform is considered a long-term investment for the City's technology portfolio.

In the midst of the CRM system replacement project, in 2010 the City also began a multi-year program to retool and redesign its website leveraging a contemporary design and a Web Content Management System based on Open Source

technology. Early in 2012 the City selected and implemented DotNetNuke for its WCMS platform based in large part on the wide variety and availability of Open Source modules for common G-2-C functions including e-Commerce, profile and account management, newsletter and registration management, social media integration, and calendaring and scheduling. The WCMS platform deployment was substantially completed in May 2013 and the first iteration of the redesign is targeted for completion early in 2014 with the development of a responsive design for relevant mobile content soon to follow. This platform is considered a long-term investment for the City's technology portfolio.

In addition to these front-facing applications the City has invested in back-end technology to support back-office integration where possible. Although the City's CRM program is the primary conduit for constituent service request intake, there are multiple line-of-business applications (including SAP) for the tracking, management, and resolution of those calls for service for the various service delivery departments. These applications are at various stages of their lifecycle, and as such the City opted to abstract them via a generic standards-based custom-developed messaging system positioned as an integration platform. This integration platform is extensible and is considered a mid- to long-term investment for the City's technology portfolio.

Vendors will describe in their proposal how their proposed solution could incorporate or leverage any or all of the City's existing tools or infrastructure.

2.3   Services

The City requires that the Respondent provide a complete and comprehensive set of services that are required to ensure project success within the planned timeline and budget. Following is a high-level list of the implementation services that are required; however, additional services may be required to ensure implementation success in accordance with the Respondent's methodology:

- Project management, project planning, risk management and quality assurance activities as required for the duration of the project;
- Support of updates to the City's Business Case (updated cost, updated timing, additional savings, etc.);
- Support of technical architecture and infrastructure design;
- Software installation, as needed;
- System analysis and business process design using best practice processes as delivered with the system;
- Software configuration;
- Integration with external systems (see Section 2.3.1 below)
- Customizations (if applicable);
- Security configuration;
- Data conversion (if applicable);
- Testing;
- Training (project team training for City staff and train-the-trainer for end user training);
- Knowledge transfer;
- Communications and cultural change management, including development of a Cultural Change Management Plan and support of the City for execution of the Plan;
- Implementation / deployment (roll-out) support; and
- Post-implementation support (for a minimum of 30 days following final deployment).

These services should be addressed in any Statement of Work included in the contractual agreement between the City and the Respondent. The Respondent shall submit a sample Statement of Work as part of its response to this Solicitation that encompasses all services listed above, and includes the recommended deliverables and task responsibilities for the project.

2.3.1   Integration with External Systems

As part of its services under this contract, the Respondent will be responsible for ensuring integration between the proposed POS and RRS solutions (if not already integrated). This includes the exchange of items available for payment (e.g., open invoice) information from the RRS to POS for payment and the exchange of completed payments against an

invoice to the RRS system. The Respondent shall also be responsible for the same two-way invoice/payment integration for the existing City systems listed in Sections 1.4.1.2 and 1.4.1.3 above.

Additionally, the Respondent shall be responsible for the integration and exchange of data between the POS solution and SAP for recording business transaction and accounting data in the City's financial system of record.

2.4   Technical Environment

Respondent shall provide a solution that will provide the required functionality and will operate either in-house under the current City of San Antonio's Information Technology Services Department (ITSD) infrastructure (preferred option), in a hosted facility meeting ITSD infrastructure standards or as a software-as-a-service (SaaS) solution operating within ITSD standards. Each of the possible solutions (in-house, hosted or SaaS) shall require a separate Cost Proposal on the appropriate form for the environment being proposed.

Regardless of the operating environment proposed, the solution shall provide the following operation standards:

- Solution shall conform to ITSD standards as outlined in RFCSP Appendix C, *Software and Infrastructure Standards* for any operating environment proposed.
- Solution provider shall document Technical System Architecture as outlined according to RFCSP Attachment 9, *Technical Architecture Submission*, for each operating environment proposed.
- Solution availability shall provide 24 x 7 three hundred sixty-five (365) days per year. A Service Level Agreement (SLA) shall be developed to meet City's business departments, ITSD, and Respondent operations requirements.
- Operation and support, including all application changes, software updates and changes, for this solution shall follow a service management framework similar to the Information Technology Infrastructure Library (ITIL) for delivery of services that meet the requirements of ITSD and ITIL.
- All application configurations, application customization, application integration, application coding, software patches, software updates and software upgrades shall be on a scheduled and managed basis through a four tier model that includes test, quality, production, and training instances in order to provide a high quality operating environment.
- Development of a documented backup schedule and disaster recovery plan for the complete solution, including data. The backup plan will include processes to backup data on a scheduled basis as well as recover data that has been lost or damaged. Disaster recovery requirements must provide a twenty-four (24) hour recovery time objective (RTO) and fifteen (15) minute recovery point objective (RPO) with periodic testing to confirm reliability.
- All data used and managed within the solution is the property of the City and shall be made available to City upon request.

ITSD shall provide computing and infrastructure services as needed for the selected solution in one or both of the two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments. ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed solution in accordance with a Service Level Agreement (SLA) to be jointly developed by ITSD, the solution Respondent, and the business owner of the solution. Management of the Application Layer (business logic) will be determined by SLA.

2.4.1   Solution 1: In-house Operating Environment

Under an in-house operating environment, the City will be provided the software and licenses necessary to operate the system. The City's ITSD will provide computing and infrastructure services for the selected hardware and software solution. Additional requirements include:

- The City requires a software escrow agreement in RFCSP Exhibit 3 - Software Escrow Agreement for all software including the base POS and RRS systems, customization, integration, coding and reporting enhancements to meet City requirements as outlined in Appendix C and Attachment 9. The City reserves the right to waive the requirement for the escrow agreement at its sole discretion.
- The Respondent shall work with ITSD and Finance, Parks & Recreation, Downtown Operations, and other departments identified in Phase I to establish the environments for the POS and RRS system.
- The Respondent shall assist the City in developing a Hosting Service Level Agreement with ITSD.

- ITSD shall provide and the Respondent shall assist ITSD in the installation of hardware, database software, operating system software, and application software.

- ITSD shall provide to the Respondent, during the project and for subsequent application trouble shooting, remote access capabilities and connectivity to the ITSD POS and RRS system subject to the City's Administrative Directives 7.8A through 7.8E (http://www.sanantonio.gov/hr/admin_directives/index.asp) which address information security.

2.4.2   Solution 2: Hosted Operating Environment

Under a hosted operating environment, the City will contract with a selected hosting vendor to provide the computing and infrastructure services with a preference towards Respondents offering a similar infrastructure in use by the City as outlined in Appendix C and Attachment 9.

- The City requires a software escrow agreement in RFCSP Exhibit 3 - Software Escrow Agreement for all software including base POS and RRS management system, customization, integration, coding and reporting enhancements to meet City's and ITSD requirements. The City reserves the right to waive the requirement for the escrow agreement at its sole discretion.

- The Respondent may provide the hosting services directly or may subcontract with another provider.

- All hardware and system software is to be provided and maintained by the Respondent.

- The Respondent and City shall implement Information Technology Service Management processes following a framework similar to the Information Technology Infrastructure Library (ITIL) for delivery of services that meet the requirements of ITSD and the Library.

- All configuration, customization, integration, coding, patches, updates, and upgrades shall follow the documented ITIL processes for both operating system and application system software when the system reaches production status.

To the extent that information technology equipment necessary to support the solution must be deployed outside of the City's managed datacenter environment, the Respondent must include in their response the support of necessary and appropriate environmental and compliance controls for the proposed solution. Examples providing necessary support of controls include:

- ISO 27000 family of Information Security Management Systems (ISMS) standards compliance

- The issuance of a service auditor's report prepared in accordance with SOC 2 which signifies that a service organization subjected its control objectives and control activities to examination by an independent accounting and auditing firm

- Adherence to Payment Card Industry Data Security Standards compliance

- Federal Information Processing Standards publications issued by the National Institute of Standards and Technology pursuant to the Federal Information Security Management Act of 2002

2.4.3   Solution 3: Software-as- a-Service Operating Environment

Under a Software-as-a-Service operating environment, the City will contract with a solution provider offering services that provide the appropriate SLA and follow a service management framework similar to ITIL for delivery of services that meet the requirements of the City.

It is the intent of ITSD to leverage its existing software and hardware infrastructure with the proposed solution being presented by Respondents to this RFCSP as much as possible. A list of the City's current software and infrastructure standards may be found in Appendix C and Attachment 9.

To the extent that information technology equipment necessary to support the solution must be deployed outside of the City's managed datacenter environment, the Respondent must include in their response the support of necessary and appropriate environmental and compliance controls for the proposed solution. Examples providing necessary support of controls include:

- ISO 27000 family of Information Security Management Systems (ISMS) standards SOC 2 which signifies that a service organization subjected its control objectives and control activities to examination by an independent accounting and auditing firm

- ▪ Adherence to Payment Card Industry (PCI) Data Security Standards compliance
- ▪ Federal Information Processing Standards publications issued by the National Institute of Standards and Technology pursuant to the Federal Information Security Management Act of 2002

2.5 Timeline and Phasing

The City expects a contract start date with the Awarded Vendor in the summer of 2014. Although all functionality is highly anticipated by City staff and the public, the City also acknowledges that a phased implementation is likely to be required, due to the large amount of functionality, the number of integrations with City systems required, and the capacity of City staff to absorb business process changes, as well as potential City budget limitations.

The City will look to the Respondent to recommend a schedule and an approach for phasing based on its past experience with public sector clients the size of the City and its knowledge of best practices. Where phasing of the project is required, the Respondent may choose whether to phase by functionality (parse the solution into manageable functional segments for deployment) and/or to phase by department (deploy functionality in a limited number of departments initially). Additionally, the Respondent should recommend areas where a limited pilot deployment would be recommended rather than a larger implementation of functionality.

To give some initial guidance to the Respondent, the City suggests the following phasing sequence:

A. Initial deployment of core RRS functionality at the Parks & Recreation Department including integrated payment functionality from the POS solution with online payments for reservations and registrations

B. Initial POS cashiering functionality at City cashiers and online, including SAP integration

C. Expansion of the RRS solution to additional departments and/or additional functionality

D. Integration of payment of open items from additional City systems into POS solution

This sequence is not intended to be comprehensive or to limit the Respondent's ability to properly phase and sequence the project based on its knowledge and experience, but to provide some general prioritization guidelines from the City.

2.6 Additional Equipment

If specialized hardware is part of the Respondent's solution, the City expects the Respondent to include quotes for the hardware or hardware options in its pricing. The services that the Respondent will provide to the City shall include the installation of all equipment required to meet the needs of the City. The number and types of equipment included in the proposed solution will be based on the City's computer environment and business requirements which define the City's priorities for service delivery, and the specific configuration of Respondent's equipment. Additional equipment may be added post-award at the pricing approved by City Council with the mutual, written consent of the awarded Vendor and Contract Administrator.

The City also requests the Respondent to provide quotes for optional equipment, such as retail POS registers. If the option of equipment is needed and awarded, all equipment must be new, free from defects in design, materials and workmanship, and fit and sufficient for its intended purpose at the beginning of the License term and when replacements are required.

2.7 Debit/Credit Cards

The City is requiring that any proposed payment solution interface with credit card equipment and applicable payment solutions as part of the process with the POS and RRS management system.

The City has an exclusive merchant banking (credit card services) relationship. In accordance with the credit card services contract, the current provisions indicate that the City's merchant banking contractor shall be the City's exclusive provider of all transaction processing services (including, without limitation, the authorization, conveyance and settlement of transactions), and City shall not use the services of any bank, corporation, entity or person other than them for such services. As such, the vendor's solution must be certified to process credit card transactions through the City's current Merchant Banking Services Provider's platform, which is the NAP platform through Chase Paymentech, LLC. Should the City's Merchant Banking Services Provider change, the selected vendor must have the capability of adjusting and be required to adjust to accommodate possible changes in the platform utilized. These provisions are applicable to any proposed subcontractors that are included in the selected vendor's bid response.

In the event that the selected vendor either stores, processes, manages, transmits, and/or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, the selected vendor shall comply with and maintain Payment Card Industry (PCI) Security Standards Council (SSC) standards (i.e., Payment Application (PA), Data Security Standards (DSS) and/or Credit Card Brand Service Provider Registration) and provide any certification and/or other documentation required to ensure PCI-SSC compliance as requested. The selected vendor will be required to provide a status report and evidence of validation of compliance at least annually. This provision is applicable to any proposed subcontractors that are referenced in the selected vendor's bid response or added at a later date.

In the event that the service being offered to the City requires card brand registration, the selected vendor shall comply in order to conduct business with the City. This provision is applicable to any proposed subcontractors that are referenced in the selected vendor's bid response or added at a later date.

The selected vendor's credit card software, interface, or third party application must include testing and the recommended implementation process, as well as a sample implementation schedule.

If the City requires the use of multiple merchant accounts for various locations and/or facilities, the selected vendor's software, interface, or third party application must have the capability of processing and accommodating multiple merchant accounts.

The credit card processing shall be initiated in such a manner as to expedite the correct procedures. There shall be a central location, such as at the Host computer, that recognizes the credit card process occurring and automatically forwards the inquiry directly to the clearinghouse, depending on the proposed solution selected. Should more than one inquiry be required, the Host computer shall maintain the line connection with the clearinghouse and process each and every inquiry as expeditiously as possible in a First In, First Out (FIFO) manner. Additional inquiries should be piggy-backed upon a previous inquiry so that the Host computer does not need to establish a line connection for every inquiry. Credit card transactions shall be transmitted to the clearinghouse at the time of transaction. Authorization for credit card transactions, from swipe to authorization, shall not exceed six (6) seconds.

If required by the proposed solution, the Vendor shall be responsible for integrating and supporting the communication system desired by the City for establishing the connection between the System and its clearinghouse processor. The communication system may be a leased line, an internet connection, a standard telephone line, or a satellite interface. This communication interface will be provided by the City in coordination with the selected Vendor.

The System shall be capable of automatically batch-processing credit card charges based either on time of day or volume. For example, should the volume of credit card charges reach a certain pre-determined threshold during a twenty-four hour period, the System shall automatically transmit the batch to the credit card clearinghouse for processing. Additional credit cards occurring within this same twenty-four hour period shall be accumulated and processed at the pre-determined time.

2.8 Response to Requirements

To assist the City in managing and analyzing Respondent responses to each of these requirements, the City contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD2), a secure, web-based team collaboration system. Respondents shall utilize DD2 to complete and respond to the City's System Requirements. Requirements for this RFCSP have been uploaded into DD2 and responses to these requirements should be collected and processed via DD2. Respondents who fail to respond to the requirements via DD2 or who fail to provide, as part of their Proposal submission, a printed or electronic copy of their DD2 responses along with a statement certifying that printed copy matches their responses in DD2, may be disqualified.

Each Respondent will be required to contact Advantiv and request access to their secure, on-line response environment within the DD2 system. Advantiv Solutions will then provide each vendor with all necessary instructions and support. Advantiv can be reached by emailing dd2@advantiv.com. The Respondent will receive an email response from Advantiv within one business day. The DD2 vendor response environment will open upon the Proposal Release Date and will close at the Proposal Due Date/Time promptly. .Advantiv will be available to provide technical support regarding the use of the DD2 system. ALL OTHER INQUIRIES RELATED TO THE SOLICITATION MUST BE DIRECTED TO THE OFFICIAL CITY POINT OF CONTACT PROVIDED IN SECTION 9.

3. ADDITIONAL REQUIREMENTS

<u>Statutory Requirements</u>. 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
Restrictions on Communication
Milestone Payments and Acceptance Criteria

Exhibits:
Insurance Requirements
Indemnification Requirements

<u>Venue, Jurisdiction and Arbitration</u>. 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.

<u>Intellectual Property</u>. 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.

4. 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 three (3) two (2)-year terms upon City Council approval.

5.   PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio Central Library Auditorium located at **600 Soledad San Antonio, TX 78205 at 10:00, a.m.., Central Time, on Tuesday, December 3, 2013.** 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 parking located at the Central Library is wheelchair accessible. The accessible entrance is located at 600 Soledad Street. Accessible parking spaces are located on the first level. . 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.

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.

6.   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.

Please submit one original, signed in ink and fifteen copies of the proposal. Include one copy of the full proposal on compact disk (CD) containing an Adobe PDF version. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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   PROPOSED PLAN. Prepare and submit the Proposal based on the requirements stated in the RFCSP and included as Attachment 1.

   RESPONDENT QUESTIONNAIRE. REFERENCES. EXPERIENCE, BACKGROUND, QUALIFICATIONS. Use the Form found in this RFCSP as Attachment 2.

   CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment 3 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. **This project is considered a High Profile Project (please check box accordingly)**. 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 4. 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 5.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment 6.

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFCSP as Attachment 7. 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.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment 8.

TECHNICAL ARCHITECTURE SUBMISSION: Complete and submit a Technical Architecture Submission, the template is found in this RFCSP as Attachment 9.

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.

7.   CHANGES TO RFCSP

Changes to the RFCSP, made prior to the Proposal Due Date/Time 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/Time. 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.

8.   SUBMISSION OF PROPOSALS

Proposals may be submitted in hard copy format only

Submission of Hard Copy Proposals.

Please submit one original, signed in ink and fifteen copies of the proposal. Include one copy of the full proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Customer First San Antonio" 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 Wednesday, January 22, 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.
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Mailing Address:
City Clerk's Office

Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
City Clerk's Office
Attn: 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. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, 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 aids, 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 6, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the Proposal Due Date/Time and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

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 2.

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 Director of Finance Department 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 twenty (120) days following the Proposal Due Date/Time or, if a proposal is accepted, throughout the entire term of the contract.

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.

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.

9.   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 the Final Questions Acceptance Date/Time noted in Section 14. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Patricia Cavazos, Procurement Specialist III
City of San Antonio, Finance Department
patricia.cavazos@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 is **Catherine Olukotun** and may be reached by telephone at **(210) 207-8088** or by e-mail at **catherine.olukotun@sanantonio.gov**. Contacting the Small Business Office regarding this RFCSP after the Proposal Due Date/Time 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.

10. EVALUATION CRITERIA

Evaluation criteria:

Proposed Plan (45 points total) which will be awarded as follows:
Proposed Solution (25 points)
Project Approach, Methodology and Timeline (20 points)

Experience, Background, Qualifications (20 points)

Pricing (15 points)

Small Business Economic Development Advocacy Program (SBEDA) (total possible 20 points) which will be awarded as follows:

SBE Prime Contract Program – (15 points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Mentorship Incentive – (5 points)

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For joint venture respondents, each joint venture partner must initial, sign and submit a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference points.

Additional Required SBEDA Program Compliance – Affirmative Procurement Initiative:

*M/WBE Subcontracting Program- **Subcontract at least three percent (3%) of its prime contract value** to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

*No evaluation criteria percentage points will be awarded for subcontracting goals. However, failure to meet these requirements will deem your proposal unresponsive.

11. 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. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFCSP on the part of City. 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. 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 negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations 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.

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. (Contracts Disclosure – form may be found online at https://www.sanantonio.gov/eforms/atty/ContractsDisclosureform.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.

12. 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.

13. MILESTONE PAYMENTS AND ACCEPTANCE CRITERIA

The City desires a deliverables-based payment plan that will reward the vendor for successful completion of key deliverables. Payment for these key deliverables will be made when items for each milestone are received with a formal deliverable transmittal signed by the Contractor's Project Manager for each milestone. 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. 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. A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within a reasonable period of time following delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have a reasonable period of time to cure the nonconformity or nonfunctionality. The periods of time for both of these shall be negotiated following award.

Upon delivery of the cure, the City will have a reasonable period of time (negotiated post-award) 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 a reasonable period of time (negotiated post-award) of delivery. Respondent shall have an additional reasonable period of time (negotiated post-award) to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have a reasonable period of time (negotiated post-award) 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 10% of retained balances on hold with the City at the time the third notice is provided to Respondent.

14.   SCHEDULE OF EVENTS

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

RFCSP Release Date	November 14, 2013
Pre-Submittal Conference Date/Time	December 3, 2013 at 10:00 am, Local Time
Final Questions Acceptance Date/Time	December 13, 2013 by 2:00 pm, Local Time
Proposals Due Date/Time	January 22, 2014 at 2:00 pm, Local Time

15.   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:

A)   Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "*CUSTOMER FIRST SAN ANTONIO (C1SA) PROJECT*" 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. The 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 the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B)   The 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 whereby City may incur increased risk.

C)   A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the 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, unless otherwise indicated, 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
2. Employers' Liability	$500,000/$500,000/$500,000
3. Broad form 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 Bodily Injury and Property Damage 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 Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Professional Liability [Technology E&O] (Claims-made basis) 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.

D)   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 the Respondent and the CITY as additional insureds. Respondent shall provide the 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.

E) As they apply to the limits required by the City, the 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.

<div align="center">

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

</div>

F) 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 <u>additional insureds</u> 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 the City is an additional insured shown on the policy;

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

- 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.

G) 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 contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) 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.

I) 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.

J) 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.

K) 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 the City shall be limited to insurance coverage provided..

L) 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.

RFCSP EXHIBIT 3

ESCROW AGREEMENT

This agreement ("Agreement") is effective _____, 20__ among _____ ("Custodian"), Respondent's Name ("Depositor") and the City of San Antonio ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Preferred Beneficiary have entered or will enter into an Annual Contract for Name of Project between the City of San Antonio and Respondent's Name, 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 Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

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

E. The parties desire this Agreement to be supplementary to the Annual Contract for Name of Project between the City of San Antonio and Respondent's Name, 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. Custodian shall have no obligation to either party with respect to the preparation, accuracy, execution or delivery of Deposit Materials.

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 A to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Each Exhibit A 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 A by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit A. 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 A 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 Preferred Beneficiary 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 in the License Agreement; 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 Preferred Beneficiary under the License Agreement, except for third-party software that Depositor has no right to provide to Custodian or to Preferred Beneficiary 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 Preferred Beneficiary 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 Fire Incident Report 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 Preferred beneficiary 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 <u>Deposit Updates</u>. 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 four (4) 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 A and Depositor shall sign the new Exhibit A. Each Exhibit A will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit A. 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.

For purposes of this Agreement, Depositor may accomplish such updates by having the new version of the product added to the existing deposit or, alternatively and upon written instruction to Custodian and Preferred Beneficiary, exchanging the new version of the product for the old version of the product within the existing deposit.

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

1.7 <u>Verification</u>. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any Deposit Materials once within the first 90 days after execution of this Agreement by Preferred Beneficiary, and thereafter twice in any 12-month period. Preferred Beneficiary shall notify Depositor and Custodian of Preferred Beneficiary'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 verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian,

or at Preferred Beneficiary's election, an independent person or company selected by Preferred Beneficiary who is reasonably acceptable to Depositor will perform the verification. The Preferred Beneficiary 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 <u>Confidentiality</u>. 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 and/or Preferred Beneficiary 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 <u>Status Reports</u>. Custodian shall provide to Depositor and Preferred Beneficiary 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 Preferred Beneficiary.

2.3 <u>Audit Rights</u>. During the term of this Agreement, Depositor and Preferred Beneficiary 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 <u>Release Conditions</u>. 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 Preferred Beneficiary under the License Agreement;

d. The occurrence of a breach as defined in the License Agreement;

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 Preferred Beneficiary 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 Preferred Beneficiary to remedy such condition critically impacting Preferred Beneficiary's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by Preferred Beneficiary to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to Preferred Beneficiary immediately upon Custodian's receipt of written notice of such Release Condition in which Preferred Beneficiary shall explain why it believes the Deposit Materials will enable Preferred Beneficiary to resolve such critical impact condition and why an immediate release is required, but Preferred Beneficiary shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.]

4.2 <u>Filing For Release</u>. If Preferred Beneficiary believes in good faith that a Release Condition has occurred and is continuing, then Preferred Beneficiary, 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 <u>Contrary Instructions</u>. 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 Preferred Beneficiary by overnight commercial express mail. Additionally, Custodian shall notify both Depositor and Preferred Beneficiary 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 Preferred Beneficiary; or (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 <u>Release of Deposit</u>. 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 Preferred Beneficiary. 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 <u>Right to Use Following Release</u>. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

ARTICLE 5 -- **TERM AND TERMINATION**

5.1 <u>Term of Agreement</u>. 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 Preferred Beneficiary jointly instruct Custodian in writing that the Agreement is terminated; (b) Custodian instructs Depositor and Preferred Beneficiary 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 Preferred Beneficiary 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 <u>Termination for Nonpayment</u>. 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 <u>Disposition of Deposit Materials Upon Termination</u>. 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 Preferred Beneficiary in accordance with Section 4.4.

5.4 <u>Survival of Terms Following Termination</u>. 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 <u>Fee Schedule</u>. Custodian is entitled to be paid its agreed fees and expenses applicable to the services provided by Depositor. Custodian shall notify Depositor 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 <u>Payment Terms</u>. 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 <u>Right to Rely on Instructions</u>. 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 <u>Indemnification</u>. 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 <u>Limitation of Liability and Waiver of Consequential Damages.</u>

(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.

7.5 <u>Controlling Law</u>. 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 <u>Notice of Requested Order</u>. 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 <u>Entire Agreement</u>. 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 Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. Custodian's only obligations to Depositor or Preferred Beneficiary 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 Preferred Beneficiary and Exhibit B need not be signed.

8.2 <u>Notices</u>. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit B. 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 <u>Severability</u>. 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 <u>Successors and Assigns</u>. 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 Preferred Beneficiary unless Custodian receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 <u>Waiver</u>. 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 <u>Regulations</u>. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export 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 <u>Attorney's Fees</u>. Each party shall be responsible for its own attorney fees to enforce this agreement.

8.8 <u>No Third Party Rights</u>. 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 <u>Authority to Sign</u>. 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 <u>Counterparts</u>. 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:

_____

_____
Preferred Beneficiary

By:

_____
Name:

_____
Title:

_____
Date:

_____

Custodian

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

EXHIBIT A

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Account Number _____

Product Name _____

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 **Depositor** that the above described **Custodian** has accepted the above.	
Deposit Materials have been transmitted to Custodian: _____	
Materials	*(any exceptions are noted above)*:

Signature   _____
Print Name   _____
Date   _____

Signature   _____
Print Name   _____
Date Accepted
_____
Exhibit A#
_____

ESCROW AGREEMENT

EXHIBIT B

DESIGNATED CONTACT

Account Number_____	
Notices, deposit material returns and communications to <u>Depositor</u> should be addressed:	**Notices and communications to <u>Preferred Beneficiary</u> should be addressed to:**
Company Name: _____	Company Name:
Address: _____	Address:
Designated Contact: _____	Designated Contact:
Telephone: _____	Telephone
Facsimile: _____	Facsimile:
E-mail: _____	E-mail:
Verification Contact:	Verification Contact:
Telephone/E-mail:	

Fees for this agreement will be paid by	
Depositor.	
Invoices to <u>Depositor</u> should be addressed to:	
Company Name: _____	Company Name:
Address: Attn:	
_____	Address: _____
_____	_____
_____	_____
Billing Contact: _____	Billing Contact: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____
P.O.# _____	P.O.#: _____

Requests from Depositor or Preferred Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Preferred Beneficiary.

Agreements, Deposit Materials and notices to Custodian should be addressed to:	*All invoice fee remittances to Custodian should be addressed to:*
Custodian	Custodian

_____	_____
_____	_____
Telephone:	
Facsimile:	Date:
	_____
E-mail:	

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**

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. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form *(which is available at* http://www.sanantonio.gov/SBO/Forms.aspx*)* with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at* http://www.sanantonio.gov/SBO/Forms.aspx*)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

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.)

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.

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.

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.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

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.

HUBZone Firm − a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

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 a Small Business Enterprise and also 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 a Small Business Enterprise and also 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 1/16th 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.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

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 a Small Business Enterprise and that is 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.

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 Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program.   In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm; **and**

MWBE Subcontracting Program.   In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program.   CONTRACTOR agrees to subcontract at least **three percent (3%)** of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).   The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for **M/WBE firm participation** in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon **M/WBE subcontracting goals**, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the **M/WBE subcontracting goal of 3%** that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio **Other Services** industry, as reflected in the City's Centralized Vendor Registration system for the month of October 2013, African-American owned firms represent approximately 2.13% of available subcontractors, Hispanic-American firms represent approximately 10.85%, Asian-American firms represent approximately 0.87%, Native American firms represent approximately 0.15%, and Women-owned firms represent approximately 4.45% of available other services subcontractors.

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 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:

9.   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;

10.   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;

11.   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;

12.   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

13.   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

NON-DISCRIMINATION POLICY

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, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

16.   RFCSP ATTACHMENTS

RFCSP ATTACHMENT 1
PROPOSED PLAN

Prepare and submit responses to address the following items.

A. **Executive Summary** – Maximum five pages in length. The Respondent shall outline in narrative form its understanding and ability to provide the solution and perform the services as outlined in Section 2, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.

B. **Proposed Solution**. Provide a narrative response to the following items.
   1. The Respondent shall describe the proposed solution to provide facility reservations, activity registrations, league management and volunteer management as described in Section 2 and in the Requirements. Describe the process for completing a transaction in-person at a clerk/cashier, and the process for completing a transaction online.
      a. Describe the integration between the RRS and the proposed payment/cashier system. What is delivered, and what will require development as part of the project?
      b. Describe any other integration points between the RRS solution and other systems, such as SAP. What is delivered, and what will require development as part of the project?
      c. Describe the capabilities of the RRS solution on alternative platforms other than PC workstation, such as kiosk, remote terminals, smartphones, tablets, etc.
   2. The Respondent shall describe the proposed solution to provide a new POS system as described in Section 2 and in the Requirements narrative The POS solution should establish a comprehensive uniform payment approach to serving citizens and other customers as well as managing the financial transactions on the back-end.
      a. Describe the integration for credit card processing between the proposed POS solution and the City's merchant services provider.
      b. Respondent shall provide a copy of PCI-DSS Certification of all System parts and equipment and proof of Credit Card Brand Service Provider registration as required.
      c. Describe the integration with SAP, COSA's financial system, to provide transaction-level detail and provide complete audit/reporting functions.
      d. Describe any other integration points between the POS solution and other City systems.
         i. What technology exists in your solution to discover and make available to the POS system in real-time items that are available for payment from other City systems, such as those listed in Section 1.4.1.2?
         ii. What protocols might be used to push payment information back to these source systems from the POS solution?
         iii. To what extent has your solution previously integrated with the City's existing systems as listed in Section 1.4.1.2? What is delivered, and what will require development as part of the project?
      e. Describe the capabilities of the POS solution for a retail cash register and retail inventory solution for departments with this need.
   3. For each technical platform proposed (in-house, hosted or SaaS), complete Attachment 9, *Technical Architecture Submission.* In addition, answer the following items for each platform:
      a. Describe any software or hardware required for any proposed platform (in-house operating environment, hosted operating environment, or software-as-a-service (SaaS) operating environment).
      b. Provide a detailed description of the installation procedures for your application, required setting of operating systems and network configuration, storage requirements for the installation of the application and how data is stored with the amount of storage required for different levels of activity within your application.
      c. The System shall operate in a secured data center. Provide details of configuration requirements for the application to operate in a DMZ context, a list of the TCP/IP ports used by each component of your application and an overview of standard protocol usage and proxy settings.
      d. The System shall provide established processes for backup and recovery of data. Provide documentation on the backup and recovery processes used by the solution.
      e. The System shall provide role-based security to establish authorization for additions, changes and deletion of all data. Indicate if the proposed system will comply.
      f. The System shall provide audit trails for all data. Describe audit trail and accountability features of the solution.
      g. Ongoing support including software and documentation updates is required for the System. One or more communication methods shall exist for troubleshooting and resolving incidents or problems encountered with the software. Indicate if the proposed system will comply. Describe support options.

      h.   Provide proof of PCI-DSS certification which is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.

4.   In Section 2.2, the City has described relevant elements of the existing City technology infrastructure that could be leveraged by the Respondent in the proposed solution. Integration of City technology with the proposed solution is not a requirement for this proposal, but the value of the solution would be enhanced to the City if parts of the existing City technology could be utilized. Please respond to the following items:

      a.   To the extent that it is feasible to use any elements of relevant City technology in the Respondent's solution, discuss your approach to leveraging the applicable pieces of City technology. Which parts would be the easiest to integrate? Where could the City realize the most value from this approach?

      b.   What is the feasibility of integrating City technology in this area with the Vendor-proposed solution? How compatible are the Vendor platforms with the City technology? Include diagrams that depict the expected integration points between your solution and the City's technology.

      c.   Describe any previous experience that the Respondent has working with a client to integrate client technology with the proposed solution.

      d.   What are the business considerations of using City technology as described. Is there any functionality that would be gained or lost by using City components rather than the Vendor software in this area?

      e.   What are the technical considerations of using City technology as described. How will this affect the product support, support packs, maintenance agreements, future enhancements, and upgrade path for the Vendor solution?

      f.   Pros and cons for the City using its own technology as described rather than the Vendor's software.

C. **Project Approach, Methodology and Timeline**. Provide a narrative response to the following items.

1.   Describe recommendations for phasing and timeline. Describe all proposed phases of the project, including estimated duration and important milestone dates or events.

      a.   Include in your narrative how your recommended approach will reduce risk to the City and facilitate user acceptance.

      b.   If you would recommend a pilot implementation of any functionality or for any department, include that explanation in your response.

2.   Provide a list and definition/description of each major deliverable to be provided by the Respondent as part of the project effort.

3.   What is the plan and approach for providing each of the services as requested in Section 2.3, *Services,* above? For each segment/phase of the project, the Respondent should identify the major tasks to be performed and who is responsible for the task (Respondent, City, other).

      a.   Respondent should provide a high-level work plan demonstrating the relationship between the work to be performed, the deliverables to be provided as described, and the phasing/timeline recommended in your approach.

4.   Provide a project methodology overview, including project standards, status reporting, risk management, issue management, communications and cultural change management. For communications and cultural change management, the City expects the Respondent to lead the efforts to create the Organizational Change Management Plan, and to support the City to execute the Plan.

5.   Describe a detailed training plan including a planned curriculum, including course name, course length, intended audience, and location. The proposed plan should address training for end user operators, managers and technical support staff, as applicable. Respondent shall provide a recommended training plan to include estimated timing and outline Respondent responsibilities and City responsibilities for training. Any training items proposed in this response but not included in the Implementation Cost on the Pricing Schedule but must be included in All Other Costs on the Pricing Schedule.

6.   Discuss your approach to designing the new business processes for POS and RRS at the City.

      a.   What services will your firm provide to support the City in improving its process for POS and RRS?

      b.   What best practice process documentation can you provide to support the City in taking advantage of the proposed new solution?

7.   Describe any city government best practices and lessons learned in reservation and registration systems.

8.   Describe any city government best practices and lessons learned in payment/cashiering systems.

9.   Based on your experience with other clients, what revenue enhancement or expense reduction can the City expect from deployment of the Vendor's solution? Which segments of the Vendor's solution will create these benefits? When could the City reasonably expect to see these benefits?

10. Because of the rudimentary nature of the current City solutions for POS and RRS, the City is expecting minimal automated data conversion from existing systems into the new solution. Based on your experience, are there any data elements that would be beneficial to bring into the new solution using an automated conversion?

11. The City would like to use the new solution to capture the revenue from the Hotel Occupancy Tax. This self-reported tax from hotels requires a form that requires a number of calculations to be submitted with the payment from local hotels. How would your proposed solution best incorporate this need?

12. **Sample Statement of Work**. In this response, Respondents shall provide a sample Statement of Work based on the content of their Offer. The Sample Statement of Work should include a description of the roles and responsibilities for each of the services requested in this RFCSP in accordance with the Vendor's proposed project plan and methodology, and descriptions of all deliverables to be provided.

D. **Response to Requirements**. The City has developed System Requirements provided in Appendix A. The Respondent must respond to the System Requirements. Two primary columns (or fields) are expected to be used by the Respondent to respond to each Functional Requirement: "Support" and "Source". A response is required in both columns in order to be considered responsive to each Functional Requirement. The response options for each field are provided and described below.

SUPPORT - The "Support" selection identifies whether support for the requirement can be met through proposed standard software. The Respondent response options are defined in the following table:

Respondent Functional Response Definitions - Support

Support Responses	Functional Response Definition
SF **Standard (Configurable) Functionality**	The software provides the requested functionality without screen, code, or design changes. The product can satisfy the specification "out-of-the-box" without any modification to the standard baseline software offering. The software may require configuration using supplied configuration options or tools. The Respondent should only use "SF" if the **baseline software as delivered in the current release fully meets the requirement "as-is" or through software configuration**.
CN **Customization – No Charge**	The desired feature or functionality is not available as part of the standard (base or third party system) functionality, but can be customized to satisfy the specified system requirement. Only use "CN" if the **customization will be completed at no additional charge to the City**. Commonly, this would be a feature that is developed for the City but is then included in the standard product for future releases. A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement in DD2.
CB **Customization – Bolt-On**	The desired feature or functionality is not available as part of the standard (base or third party system) software functionality, but can be custom built to satisfy the specified system requirement. Only use "CMA" if the functionality can be custom **developed as a "bolt-on" to the software without requiring changes to the underlying software source code**. Commonly, this bolt-on would use established entry/exit points for the delivered system, or some other approach that does not modify the delivered code. A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement in DD2. Estimated costs and work effort associated with each custom development effort should be addressed in the Enhancements and Modifications Schedule of the cost proposal.

Support Responses	Functional Response Definition
CMN **Customization –** **Minor**	The desired feature or functionality is not available as part of the standard (base or third party system) software functionality but **can be made to the standard software utilizing the delivered "Development Toolset" (if any) to satisfy the specified requirement**, and do not require modifications to the system source code. Examples of minor modifications include changing a field length or creating a new view. A brief explanation is required to support any proposed minor modification; explanations should be provided in the "Comments" section of the response matrix. Estimated costs and work effort associated with each minor modification effort should be addressed in the Enhancements and Modifications Schedule of the cost proposal.
CMJ – **Customization –** **Major**	The desired feature or functionality is not available as part of the standard (base or third party system) software functionality, but can be custom built to satisfy the specified system requirement. Only use "CMJ" if the **functionality requires changes to the underlying software source code**. A brief explanation is required to support any proposed major modification; explanations should be provided in the "Comments" section of the response matrix. Estimated costs and work effort associated with each major modification effort should be addressed in the Enhancements and Modifications Schedule of the separate cost proposal.
FR **Provided in Future** **Release**	A future release of the software will provide the requested functionality without screen, code, or design changes. The Respondent should only use "FR" if the **future release of the base or third party software will fully meet the requirement** and the release date has been published by the software vendor. A brief identifier/description of the referenced release and the expected release date should be included in the "Comments" section.
DNM **Does Not Meet** **Requirement**	The desired feature or functionality is not available as part of the standard (base or third party) software functionality, through customization or using reporting tools. The requirement would most likely need to be met by a process workaround or by interfacing to an existing legacy application. **A "DNM" response on the Respondent Response - Support necessitates a "DNM" response on the Respondent Response - Source.**

SOURCE - The "Source" selection identifies the particular software or tool that is used for meeting the requirement as part of the proposed solution. The Respondent response options are defined in the following table where "BES", "TPI", "TPC", and "RQ" substitute for the name of the appropriate software or report or query tool.

Respondent Functional Response Definitions - Source

Source Response Options	Functional Response Definition
BES **Base System**	The desired feature or functionality is provided by the base proposed software.

Source Response Options	Functional Response Definition
TPI **Third party - Fully Integrated**	The desired feature or functionality is not available as part of the standard (baseline) software functionality, but is a standard feature of third party software proposed to satisfy the specified system requirement and is fully integrated to function as part of the proposed system. The third party software provides the requested functionality without screen, code, or design changes. The proposed third party product can satisfy the specification "out-of-the-box" without any modification to the standard baseline software offering. Only use the "TPI" response if the third party software fully meets the requirement.
TPC **Third party with Customization**	The desired feature or functionality is not available as part of standard (baseline) software functionality, but is a standard feature of third party software proposed to satisfy the specific system requirement. The third party software provides the requested functionality without screen, code, or design changes, but is not integrated out-of-the-box with the proposed system. Only use the "TPC" response if the third party software meets the requirement with no modification to the third party product. Note: The integration hours are expected to be provided for any specific integration requirements with the rest of the proposed system or other systems.
RQ **Report or Query Tool**	The software supports the data elements necessary for the report/query, but a custom report/query would need to be developed to meet the requirement. A brief explanation is expected to support any proposed report/query; explanations should be provided in the narrative field. Estimated costs and work effort associated with each custom report/query should be addressed in the Enhancements and Modifications Schedule of the separate cost proposal.
DNM **Does Not Meet Requirement**	The desired feature or functionality is not available as part of the standard (base or third party) software functionality or through customization, or reporting tools. The requirement would most likely need to be met by a process workaround or by interfacing to an existing legacy application. A "DNM" response on the Respondent Response - Source necessitates a "DNM" response on the Respondent Response - Support.

To assist the City in managing and analyzing Respondent responses to each of these requirements, the City contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD2), a secure, web-based team collaboration system. Respondents shall utilize DD2 to complete and respond to the City's System Requirements. Requirements for this RFCSP have been uploaded into DD2 and responses to these requirements should be collected and processed via DD2. Respondents who fail to respond to the requirements via DD2 or who fail to provide, as part of their Proposal submission, a printed or electronic copy of their DD2 responses along with a statement certifying that printed copy matches their responses in DD2, may be disqualified.

Each Respondent will be required to contact Advantiv and request access to their secure, on-line response environment within the DD2 system. Advantiv Solutions will then provide each vendor with all necessary instructions and support. Advantiv can be reached by emailing dd2@advantiv.com. The Respondent will receive an email response from Advantiv within one business day. The DD2 vendor response environment will open upon the Proposal Release Date and will close at the Proposal Due Date/Time promptly. .Advantiv will be available to provide technical support regarding the use of the DD2 system. **ALL OTHER INQUIRIES RELATED TO THE SOLICITATION MUST BE DIRECTED TO THE OFFICIAL CITY POINT OF CONTACT PROVIDED IN SECTION 9.**

 Refer to Appendix A, *System Requirements* for additional information.

In addition, Respondents must include an electronic copy of the System Requirements response on the required CD (see Section 6).

RFCSP ATTACHMENT 2

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.

   _____

   _____

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.

   _____

   _____

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.

   _____

   _____

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.

    _____

    _____

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.

       _____

       _____

    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.

       _____

       _____

    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.

_____

_____

REFERENCES

Provide three (3) references to which Respondent has provided software and services similar in size and scope to those proposed to the City within the past three (3) years. At least one reference must include a POS solution, and at least one must include an RRS solution. 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._____ E-mail: _____

    Date and Type of Service(s) Provided: _____

    _____

Reference No. 2:
    Firm/Company Name _____

    Contact Name: _____ Title: _____

    Address: _____

    City: _____State: _____Zip Code: _____

    Telephone No._____ E-mail: _____

    Date and Type of Service(s) Provided: _____

    _____

Reference No. 3:
    Firm/Company Name _____

    Contact Name: _____ Title: _____

    Address: _____

    City: _____State: _____Zip Code: _____

    Telephone No._____ E-mail: _____

    Date and Type of Service(s) Provided: _____

    _____

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.

1. 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. (These may be the same projects identified as References.) Identify associated results or impacts of the project/work performed.

2. Indicate the number of years Respondent has been in the business of providing the types of solutions requested by the RFCSP. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

3. List all Point-of-Sale/Cashiering projects that the Respondent has completed in the last four years and the size/scale of each project. Provide an overview of the benefits achieved by each of the projects.

4. List all Point-of-Sale/Cashiering 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.

5. Describe previous experience/projects where Respondent has integrated the proposed POS solution with Chase Paymentech, LLC or other Merchant Service Providers.

6. List all Reservation/Registration projects that the Respondent has completed in the last four years and the size/scale of each project. Provide an overview of the benefits achieved by each of the projects.

7. List all Reservation/Registration 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.

8. Describe Respondent's specific experience with public sector clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.

9. 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.

10. Proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., hours, duration) needed from City by role.

11. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
    a.   identify the number and professional qualifications (to include licenses, certifications, associations)
    b.   identify relevant experience on projects of similar size and scope
    c.   state the primary work assignment and the percentage of time to be devoted to the project.
    In an appendix to the proposal, Respondent must provide professional resumes for all proposed project staff.

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

RFCSP ATTACHMENT 3

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at https://www.sanantonio.gov/eforms/atty/ContractsDisclosureform.pdf

Instructions for completing the Contracts Disclosure form are listed below:

1. Complete all fields in the electronic form and sign electronically.   **Note: This is a high profile project; please fill out this form accordingly.** 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 4

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?

<div align="center">Yes ___   No ___</div>

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?

<div align="center">Yes ___   No ___</div>

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?

<div align="center">Yes ___   No ___</div>

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 5

SBEDA FORM(S)

Utilization Plan and Mentor Protégé Commitment Form

Posted as separate documents.

RFCSP ATTACHMENT 6

PRICING SCHEDULES

For the associated technology infrastructure, the City prefers an internally-hosted infrastructure but will consider third-party-hosted and Software-as-a-Service (SaaS) multi-tenant proposals that can demonstrate a greater value proposition. Separate Pricing Schedules are presented below for each of the three technology platform options.

Respondents may submit pricing for one, two or all three infrastructure options in their proposals.

Please use the following assumptions if needed for building the proposed pricing:

Reservation/Registration System
Number of City Users	350
Annual Number of Transactions – online/self-service	4,500
Annual Number of Transactions – over the counter	13,500
Annual Amount of Transactions – Credit Card	$2,000,000
Annual Amount of Transactions – Other Payments	$500,000

Point-of-Sale/Cashiering System
Number of City Users	75
Annual Number of Transactions – online/self-service	17,000
Annual Number of Transactions – over the counter	15,000
Annual Amount of Transactions – Credit Card	$1,400,000
Annual Amount of Transactions – Other Payments	$1,600,000

PRICING SCHEDULE
Solution 1: In-House Operating Environment.
Submit this pricing form if your solution will be installed and operated on City technical infrastructure.

Item 1. RRS System Licenses $_____

Item 2. POS System Licenses $_____

Item 3. Required Additional Software (if any) $_____
         Provide a separate schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems $_____
         Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes $_____
         Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment (if any) $_____
         Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs $_____
         For all services requested in RFCSP (see Section 2.3) other than Item 4 above.
         Includes any travel expense. The City will not pay travel costs separately.
         List on a separate page the assumptions used for computing the implementation cost.

Item 8. Software Maintenance Initial Term (3 Years) $_____
         Describe on a separate page the inclusions and terms for proposed software maintenance.

Item 9. Software Maintenance Option Term (2 Years) $_____

Item 10. All Other Costs $_____
         Provide a schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 1 COST: $_____

Respondent shall provide the following additional pricing:

     Cost of additional licenses: RRS system $_____ per _____

     Cost of additional licenses: POS system $_____ per _____

     Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

     Hourly rates by role for additional services.
     It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

         Role: _____   Rate: $_____
         Role: _____   Rate: $_____
         Role: _____   Rate: $_____
         Role: _____   Rate: $_____
         Role: _____   Rate: $_____

PRICING SCHEDULE
Solution 2: Hosted Operating Environment
Submit this pricing form if your solution will be installed and operated on a hosted third-party technical infrastructure.

Item 1. RRS System Licenses $_____

Item 2. POS System Licenses $_____

Item 3. Required Additional Software (if any) $_____
      Provide a separate schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems $_____
      Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes $_____
      Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment (if any) $_____
      Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs $_____
      For all services requested in RFCSP (see Section 2.3) other than Item 4 above.
      Includes any travel expense. The City will not pay travel costs separately.
      List on a separate page the assumptions used for computing the implementation cost.

Item 8. Software Maintenance Initial Term (3 Years) $_____
      Describe on a separate page the inclusions and terms for proposed software maintenance.

Item 9. Software Maintenance Option Term (2 Years) $_____

Item 10. Annual Hosting Fee $_____
      List on a separate page the basis, method and assumptions for computing the annual fee for hosting.

Item 11. All Other Costs $_____
      Provide a separate schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 2 COST: $_____

Respondent shall provide the following additional pricing:

      Cost of additional licenses: RRS system $_____ per _____

      Cost of additional licenses: POS system $_____ per _____

      Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

      Hourly rates by role for additional services.
      It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

          Role: _____ Rate: $_____
          Role: _____ Rate: $_____
          Role: _____ Rate: $_____
          Role: _____ Rate: $_____

Role: _____ Rate: $_____

PRICING SCHEDULE
Solution 3: Software-as-a-Service (SaaS) Operating Environment
Submit this pricing form if your solution will be installed and operated on a hosted third-party technical infrastructure.

Item 1. Annual RRS Subscription Fee $_____
      List on a separate page the basis, method and assumptions for computing the subscription fee.

Item 2. Annual POS Subscription Fee $_____
      List on a separate page the basis, method and assumptions for computing the subscription fee.

Item 3. Required Additional Software (if any) $_____
      Provide a schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems $_____
      Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes $_____
      Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment $_____
      Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs $_____
      For all services requested in RFCSP (see Section 2.3) other than Item 4 above.
      Includes any travel expense. The City will not pay travel costs separately.
      List on a separate page the assumptions used for computing the implementation cost.

Item 8. All Other Costs $_____
      Provide a schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 3 COST: $_____

Respondent shall provide the following additional pricing:

      Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

      Hourly rates by role for additional services.
      It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

          Role: _____ Rate: $_____
          Role: _____ Rate: $_____
          Role: _____ Rate: $_____
          Role: _____ Rate: $_____
          Role: _____ Rate: $_____

Use a separate copy of these forms with each proposed pricing solution presented, as needed.

FORM 1 – ADDITIONAL COSTS. (add rows as needed)

Description	Amount
Required Proposed Software	
Required Proposed Equipment	
All Other Costs	
Cost of additional optional equipment	

FORM 2 – INTEGRATION COSTS.

City System (Primary User Department)	Integration Cost
SAP	
Hansen (Development Services)	
Millennium (Library)	
Chameleon (Animal Care Services)	
Tyler Incode Court Case Management (Courts)	
CTR Parking and Revenue Control (Airport, Downtown Operations)	
Digital Health Department (METRO Health)	

FORM 3 – PROPOSED SOFTWARE CHANGES. (add rows as needed)

Requirement #	Software Modification/Customization (describe)	Amount

RFCSP ATTACHMENT 7

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/.

By submitting a proposal, 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 will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP Exhibits 1 & 2.

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: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT 8

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 Response – Proposed Plan Include copy of DD2 output of System Requirements and statement RFCSP Attachment 1	
Respondent Questionnaire References Experience, Background, Qualifications Professional Resumes RFCSP Attachment 2	
Discretionary Contracts Disclosure form RFCSP Attachment 3	
Litigation Disclosure RFCSP Attachment 4	
*SBEDA Form RFCSP Attachment 5; and Associated Certificates, if applicable	
Pricing Schedule(s) RFCSP Attachment 6	
*Signature Page RFCSP Attachment 7	
Proposal Checklist RFCSP Attachment 8	
Technical Architecture Submission RFCSP Attachment 9	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information (audited preferred, if not, include justification and other financial statement(s) or documentation such as Balance Income Statement and recent Annual Tax Submission showing firm's long term financial viability)	
One (1) Original, 15 copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

RFCSP ATTACHMENT 9

TECHNICAL ARCHITECTURE SUBMISSION

The Technical Architecture Template for this RFCSP is provided in a separate file.

17. RFCSP APPENDICES

RFCSP APPENDIX A

SYSTEM REQUIREMENTS

The System Requirements for this RFCSP are provided in a separate file and only to use as a reference.

Respondents shall utilize DD2 to complete and respond to the City's System Requirements. Requirements for this RFCSP have been uploaded into DD2 and responses to these requirements should be collected and processed via DD2. Provide, as part of your proposal submission, a printed copy of your DD2 responses along with a statement certifying that printed copy matches your responses in DD2, or you may be disqualified.

RFCSP APPENDIX B

C1SA CURRENT SYSTEMS ASSESSMENT REPORT

The C1SA Current Systems Assessment Report is provided for information purposes only as an appendix to this RFCSP.

RFCSP APPENDIX C

CITY OF SAN ANTONIO SOFTWARE AND INFRASTRUCTURE STANDARDS

The City of San Antonio Software and Infrastructure Standards is provided for information purposes only as an appendix to this RFCSP

RFCSP APPENDIX D

CREDIT CARD PROCESSING LOCATIONS

The following chart of current usage of credit card terminals and equipment within the City is intended for informational purposes only. This information changes often but is representative of recent City usage.

	Department	POS Type [2.]	# of Terminals
1	Animal Care Services	Hypercom T4220	1
	Animal Care Services	Internet based: http://www.petdata.com/for-pet-owners/sat	N/A
2	Aviation	Hypercom T4220	2
3	Aviation	Hypercom T4220	10
4	Aviation	Hypercom T4220	2
5	Aviation	NetEPay **In the process of updating, see below.**	1
6	Aviation	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution	17
7	Aviation	Software: PARIS (developed by Integra Park, LLC) version 4.3.1 to use Orbital Gateway	1
8	Aviation	Internet Application/Orbital Gateway	N/A
9	Aviation	Internet Application/Hosted site by Interface Media Group/Orbital Gateway ** May be updating**	N/A
10	City Clerk's Office	Hypercom T4220	1
11	City Clerk's Office	Hypercom T4220	1
	City Clerk's Office	Internet based: https://www.vitalchek.com/vital-records/texas/san-antonio-bureau-of-vital-statistics?click_id=577024136049131522&ppc=0	N/A
12	City Manager's Office/Pre-K 4 SA	Hypercom T4220	1
13	City Manager's Office/Pre-K 4 SA	Hypercom T4220	1
14	Communication & Public Affairs/311	Hypercom T4220	1
15	Communication & Public Affairs/311	Hypercom T4220	1
16	Communication & Public Affairs/311/Municipal Court	Hypercom T4210	1
17	Communication & Public Affairs/311/Municipal Court	Hypercom T4220	1
18	Convention & Visitors Bureau	PCCharge	3
19	Convention & Visitors Bureau	Internet Application/Orbital Gateway	N/A
20	Convention Sports & Entertainment Facilities	Hypercom T4220	3
21	Convention Sports & Entertainment Facilities	Hypercom T4220	1
	Convention Sports & Entertainment Facilities	Ticketmaster: Payment Gateway/switch, Payment Processing-MOTO, Payment Processing-Internet, Payment Processing-POS, Managed Services	N/A
22	Development Services	Hypercom T4220	3
23	Development Services	Internet Application/Orbital Gateway	N/A
24	DCCD	Hypercom T4220	1
25	Downtown Operations	Gateway Provider: CreditCall Corp, URL: www.creditcall.com	N/A - Multi Space Parking Meters and Pay Stations

	Department	POS Type [2.]	# of Terminals
26	Downtown Operations	Gateway Provider: CreditCall Corp, URL: www.creditcall.com	N/A - Multi Space Parking Meters and Pay Stations
27	Downtown Operations	Gateway Provider: CreditCall Corp, URL: www.creditcall.com	N/A - Multi Space Parking Meters and Pay Stations
28	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR
29	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR
30	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR
31	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR (b)Pay in Lane
32	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: FCXR
33	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR Entry (b)FCXR Exit c)Pay in Lane
34	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR (b)Pay in Lane
35	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR
36	Downtown Operations	WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway	1 Terminal: (a)FCXR (b)Pay in Lane
37	Finance	Hypercom T4220	2
38	Health	Hypercom T4220	1
39	Health	Hypercom T4220	1
40	Health	Hypercom T4220	1
41	Health	Hypercom T4220	1
42	Health	Hypercom T4220	2
43	Library	Hypercom T4220	1
44	Library	Hypercom T4220	1
45	Library	Hypercom T4220	1
46	Library	Hypercom T4220	1
47	Library	Hypercom T4220	1
48	Library	Hypercom T4220	1
49	Library	VeriFone VX510	1
50	Library	VeriFone VX510	1
51	Library	VeriFone VX510	1
52	Library	VeriFone VX510	1
53	Library	Hypercom T4220	1
54	Library	Hypercom T4220	1
55	Library	Hypercom T4220	1

	Department	POS Type [2.]	# of Terminals
56	Library	Hypercom T4220	1
57	Library	Hypercom T4220	1
58	Library	Hypercom T4220	1
59	Library	Hypercom T4220	1
60	Library	Hypercom T4220	1
61	Library	Hypercom T4220	1
62	Library	Hypercom T4220	1
63	Library	Hypercom T4220	1
64	Library	Hypercom T4220	1
65	Library	Hypercom T4220	1
66	Library	Hypercom T4220	1
67	Library	Hypercom T4220	1
68	Library	Hypercom T4220	1
69	Library	Hypercom T4220	1
70	Library	Hypercom T4220	1
71	Library	Hypercom T4220	1
72	Municipal Court	Hypercom T4220	12
73	Municipal Court	Internet based kiosk/Insite 3.0/Hosted site by Tyler Technologies/Authorize.net Gateway	N/A
74	Municipal Court [1.]	Internet Application/Orbital Gateway	N/A
75	Municipal Court [1.]	Internet Hosted site by Tyler Technologies Insite 3.0//Authorize.net Gateway	N/A
76	Parks & Recreation	Hypercom T4220	2
77	Parks & Recreation	Hypercom T4220	2
78	Parks & Recreation	Hypercom T4220	1
79	San Antonio Police	Hypercom T4210	1
80	San Antonio Police	Hypercom T4210	1
81	San Antonio Police	Vx610	1
82	San Antonio Police	Hypercom T4210	1
83	Solid Waste Management	Hypercom T4220	1
84	Solid Waste Management	Hypercom T4220	1
85	Solid Waste Management	Hypercom T4220	1

[1] This location is not a physical location.

[2] This listing is subject to change from the time of the release of the RFCSP.

Request for Exception to SBEDA Program Requirements

The ACTIVE Network, Inc. ("ACTIVE") is requesting an Exception to SBEDA program requirements associated with this solicitation. ACTIVE appreciates the need for small, minority and women-owned business enterprises (S/M/WBEs) to participate in City projects to enhance the economic profile and help develop these businesses. This project. This project, however, is different from other projects where work is easily subdivided between Respondents and S/M/WBEs or a delegation of responsibilities is apparent.

ACTIVE is proposing two of its proprietary COTS (commercial-off-the-shelf) solutions for the POS/RRS project. Each of these solutions is developed, tested and undergoes quality assurance by ACTIVE's staff only and is considered intellectual property. As such, opportunity for any S/M/WBE to participate in this part of the project would not be feasible.

The proposed solution, **ACTIVE Net**, for the RRS is web-based and fully hosted in our SwitchNAP data center in Las Vegas, NV. As such, there is no opportunity for assistance with hosting requirements, security or networking for the application from any S/M/WBEs.

ACTIVE maintains an extremely high level of professional services delivery due to an arduous apprenticeship/training process before a consultant is ready to implement a project. Consulting training involves a new consultant learning how to build their own software instances, troubleshooting items on the ACTIVE Support desk, assisting other consultants with documentation during projects and undergoing internal examinations before they are able to work with their own customer. Even then, it's generally a small implementation and someone more experienced would accompany the consultant. This entire process takes anywhere from 6-12 months and would have the consultant ready for a smaller city or county and not something the size of what the City is requesting.

After careful review of S/M/WBEs with NCIP codes for Consulting Services (Class 918) and Professional Services (Classes 948, 961 and 962), no opportunity for any of the implementation, integration, training or project management responsibilities exists. Unlike some vendors (e.g. Oracle, Microsoft, etc.) who have development, accreditation or partner programs that allow third party firms to implement their solutions, ACTIVE does not offer similar initiatives for our software because of the niche we serve. Our "best of breed" approach ensures that customers get solution delivery from industry experts and the unique knowledge that comes from having implemented over 2,000 government agencies. Imparting this knowledge on a S/M/WBE firm would involve them going through a similar apprenticeship as a new consultant which would be cost prohibitive and create a significant time delay in the City's implementation.

All Technical Support for both proposed solutions requires specific in-house expertise that is gained from years of working with government agencies and internal staff across differing functional business units. A review of the NCIP codes for Support Services

(Class 920) and internal queries did not yield any firms that had any experience answering calls on the proposed ACTIVE solutions. As such, no opportunities exist to utilize a S/M/WBE in this capacity.

Implementing and supporting a complex software project with two different solutions from the same provider requires specific domain expertise. The nature of this project is cross functional and demands those involved to have experience with technology solutions as it pertains to the recreation industry and citywide cashiering along with ACTIVE's products and methodologies. It is unlike other citywide projects (e.g. construction, architectural, engineering, etc.) where the division of responsibility is clearly defined, intellectual property is not involved and information is not proprietary and confidential.

Given the importance of the SBEDA initiatives and the evaluation criteria weighting of 15 points, ACTIVE staff dedicated considerable time internally to seeing if there was any opportunity to use a S/M/WBE firm. There was also careful evaluation of the "Good Faith Effort Tips for SBEDA Waivers" to ensure that all avenues were exhausted. Unfortunately, given the nature of the software and the fact it has always been developed, implemented and supported in-house by ACTIVE employees, no such opportunity exists. As such, ACTIVE is respectfully requesting an exemption by the City for the SBEDA requirement for this RFCSP.

Pricing Schedule

Key Assumptions

Software-as-a-Service (SaaS) Pricing Overview

ACTIVEnet solution is a web-based, fully-hosted application that operates on a Software-as-a-Service (SaaS) model. Costs for the system are determined by assigning service fees for all transactions processed in the system. The breakdown of these fees is outlined below for Online and Over-the-Counter transactions. Since the City wants to continue with its current payment processor, Chase Paymentech, the following Technology Fee would apply per transaction:

Tender	Technology Fee Percentage
Over-the-Counter Transactions • Cash, Check and Credit Card	2.5%
Online Transactions	3%

Pricing Schedules

ACTIVE is proposing "Pricing Schedule Solution 1: In-House Operating Environment" for the POS solution, Payment Manager.

ACTIVE is proposing "Pricing Schedule 3: Software-as-a-Service (SaaS) Operating Environment for the RRS, ACTIVE Net. The basis, method and assumptions for computing the subscription fee in lieu of providing the Technology Fee Percentage (as per the table above) uses the annual revenue processed by the City of San Antonio. This annual revenue amount was calculated from the responses in Addendum III and the assumptions provided by the City in RFCSP Attachment 6:

Business Function	Annual Revenue
Reservations	$1,564,452
Registrations	$475,000
Memberships	$22,445
League Scheduling	$167,770
Point of Sale	$151,920
TOTAL	**$2,381,587**

The following table illustrates the annual subscription fee for the revenue amount provided. In the event that the current ISPR and other recreation systems may not be capturing all revenue in the system, the table has extrapolated different revenue amounts to help the City plan for differing annual subscription fees that may result from having a centralized RRS that manages all recreation functions across all locations.

Revenue Amount	Technology Fee (Online)*	Technology Fee (OTC)	TOTAL Technology Fee
$2,381,587.00	$7,144.76	$53,585.71	**$60,730.47**
$5,000,000.00	$15,000.00	$112,500.00	**$127,500.00**
$7,500,000.00	$22,500.00	$168,750.00	**$191,250.00**
$10,000,000.00	$30,000.00	$225,000.00	**$255,000.00**
$15,000,000.00	$45,000.00	$337,500.00	**$450,000.00**
$20,000,000.00	$60,000.00	$450,000.00	**$510,000.00**

*ACTIVE assumes that the City will have 10% online adoption of these revenues in year 1. These numbers may be different in a real-world scenario and would change the subscription fee accordingly. As such, the 3% online Technology Fee has been applied to obtain Online Registration subscription fees and the 2.5% Technology Fee has been applied to obtain Over-the-Counter (OTC) subscription fees.

Currency

All prices included in the Response are in US Dollars (USD)

Onsite Services

Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum 8-hour increments at $500/day.

Hardware

All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives. Customer must notify ACTIVE in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by ACTIVE. Thereafter, the standard manufacturer's warranty will apply.

The following is the recommended hardware and per-unit pricing for the RRS:

Credit Card Mechanisms	
Standard IPAD w/PCI PED cert USB HID w/Magensa.net Key **$291.50 each** USB device allowing swiping the magnetic stripe on the credit card and/or keying in the card number.	
Dynamag 3-trk USB Black MSR Magensafe 2.0 HID **$88 each** USB device only allowing swiping of the magnetic stripe on the credit card. Users are not able to key in the card number.	
MEMBERSHIP HARDWARE	
DataCard SD260 Card Printer **$1,269 each** The DataCard SD260 printer delivers everything you need to print vivid, one-sided cards. With its productive speed, superb image quality and easy operation, this convenient printer is ideal for issuing any kind of membership or staff card.	
Metrologic MS9520 Barcode Scanner USB **$174.90 each** The Metrologic M9520 barcode scanner is an advanced auto-trigger, single line laser bar code scanner that is equally effective hand-held or in the stand for presentation scanning.	
Microsoft LifeCam HD VX-3000 **$55 each** The Microsoft LifeCam VX-3000 camera is great for taking vivid high-quality still images, even in low light. This allows you to store customer pictures in the system for easy identification verification. Compatible with Win XP or higher.	

POINT OF SALE HARDWARE	
EPSON T-88V Thermal Receipt Printer **$354.20 each** TM-T88V Thermal Receipt Printer (Parallel and USB, Energy Star with PS180) - The TM-T88V POS thermal printer is the latest addition to Epson's industry-leading TM-T88 POS printer series. The TM-T88V delivers more speed and more reliability than ever before. It offers 50 percent faster printing of text and graphics than the TM-T88IV, 35% more reliability, new ease-of-use features and dual interfaces.	
APG Series 4000 Cash Drawer **$245.30 each** The APG Series 4000 Cash Drawer product line offers integrated cash drawers for cashiers with strong performance, heavy-duty construction, flexible storage options, and multiple interface compatibility. Cash drawers will kick directly from Payment Manager.	
AccuTouch Touch Screen w/Integrated magstripe **$874.50 each (15 inch)** Elo developed AccuTouch technology with the harshest environments in mind, so it is no wonder that it excels in reliability, durability, and expected product life. AccuTouch can withstand environmental conditions such as liquid spills, liquid splashes and wash-down, these screens are the most contamination-resistant available. We deliver drift-free operation for a lifetime of 35 million finger touches.	

The following is the recommended hardware and per-unit pricing for the POS:

Receipt Printers

The Epson TM-H6000iii delivers high-speed impact printing for endorsement and validation as well as thermal printing for receipts. It is compact; drop in paper loading and the highest reliability in its class. USB interface.

The Epson TM-T88IV has similar thermal printing for receipts and high reliability as the Epson TM-H6000iii. However, this model does not provide check endorsement or document validation. USB or parallel interface.

Cash Drawers

The APG Series 4000 cash drawer product line offers integrated cash drawers for cashiers with strong performance, heavy-duty construction, flexible storage options, and multiple interface compatibility. Cash drawers will kick directly from Payment Manager and are available in White and Black.

Scanners

The Magtek Excella Stx can act as a check reader, OCR scanner, and credit card reader and additionally as a 3 in 1 device, provide the following scanning capabilities:

- Scanning of OCR line on bill
- Credit card swipe capability
- Check scanning
- Debit cards
- Imaging of bills and/or checks (capture images of both sides of a check)

Credit Card Readers

SecureMag delivers superior reading performance while encrypting sensitive data that complies with PCI-DSS requirements. The SecureMag supports TDES and AES data encryption using DUKPT key management.

Scanners

The Symbol LS4208 handheld laser scanner delivers exceptional performance in an accessible, intuitive package. Its single-circuit board design ensures sturdiness and an ergonomic shape maximizes user comfort. Continuous one-pass scanning, an innovative multi-line rastering scan pattern, a wide working range and superior motion tolerance make data capture easy, even for novices.

Pin Debit/Credit

Payment Manager supports pin debit/credit card machines supplied by all the major banks, including PaymenTech. We have certified with the IP devices fully integrated to our application.

Touch Screen Monitor

The Elo LCD touch monitor is an attractive solution for Payment Manager. Its 1280 x 1024 resolution with a 5 x 4 ratio displays clear, precise graphics, and a contrast ratio of 800:1, together with a typical LCD panel brightness of 300 nits, provides bright, high contrast for improved readability.

Flat Bed Scanner

Get professional results with unattended, two-sided, multipage scanning, fast preview scans and scan speeds, easy document management, the ability to scan 35 mm negatives and slides, and convenient copy features with this duplexing scanner.

Note: Any TWAIN driver compliant scanner can be used.

For the associated technology infrastructure, the City prefers an internally-hosted infrastructure but will consider third-party-hosted and Software-as-a-Service (SaaS) multi-tenant proposals that can demonstrate a greater value proposition. Separate Pricing Schedules are presented below for each of the three technology platform options.

Respondents may submit pricing for one, two or all three infrastructure options in their proposals.

Please use the following assumptions if needed for building the proposed pricing:

Reservation/Registration System

Number of City Users	350
Annual Number of Transactions – online/self-service	4,500
Annual Number of Transactions – over the counter	13,500
Annual Amount of Transactions – Credit Card	$2,000,000
Annual Amount of Transactions – Other Payments	$500,000

Point-of-Sale/Cashiering System

Number of City Users	75
Annual Number of Transactions – online/self-service	17,000
Annual Number of Transactions – over the counter	15,000
Annual Amount of Transactions – Credit Card	$1,400,000
Annual Amount of Transactions – Other Payments	$1,600,000

PRICING SCHEDULE

Solution 1: In-House Operating Environment

Submit this pricing form if your solution will be installed and operated on City technical infrastructure

Item 1. RRS System Licenses $ N/A

Item 2. POS System Licenses $ 150,000

Item 3. Required Additional Software (if any) $ 174,500

Provide a separate schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems $ 127,800

Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes $ N/A

Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment (if any) $ Hardware unit costs provided

Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs $ 133,200

For all services requested in RFCSP (see Section 2.3) other than Item 4 above.

Includes any travel expense. The City will not pay travel costs separately.

List on a separate page the assumptions used for computing the implementation cost.

Item 8. Software Maintenance Initial Term (3 Years) $ 243,375

Describe on a separate page the inclusions and terms for proposed software maintenance.

Item 9. Software Maintenance Option Term (2 Years) $ 162,250

Item 10. All Other Costs $ 20,900

Provide a separate schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 1 COST: $ 1,012,025

Respondent shall provide the following additional pricing:

    Cost of additional licenses: RRS system $_____ per _____

    Cost of additional licenses: POS system $ 3,000 per workstation

    Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

    Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement.

For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

   Role: <u>Project Management</u>   Rate: $<u>200/hour</u>

   Role: <u>Business Process Review</u>   Rate: $<u>200/hour</u>

   Role: <u>Training Services</u>   Rate: $<u>200/hour</u>

   Role: <u>Implementation Services</u>   Rate: $<u>200/hour</u>

   Role: <u>Integration Services</u>   Rate: $<u>180/hour</u>

Use a separate copy of these forms with each proposed pricing solution presented, as needed.

FORM 1 – ADDITIONAL COSTS. (add rows as needed)

Description	Amount
Required Proposed Software	
Batch Processing	$6,000
7 Department Connectors	$70,000
General Ledger Link	$3,000
Reports Inquiry (5 pack)	$20,000
Reports Customization (Crystal Reports)	$500
POS Secure (offline processing of payments)	$25,000
Online Payments	$50,000
Required Proposed Equipment	
Please see Key Assumptions for proposed hardware pricing	
All Other Costs	
Daily Onsite Fees	$12,500
Airfare	$8,400

Cost of additional optional equipment	

FORM 2 – INTEGRATION COSTS.

City System (Primary User Department)	Integration Cost
SAP	$18,257.14
Hansen (Development Services)	$18,257.14
Millennium (Library)	$18,257.14
Chameleon (Animal Care Services)	$18,257.14
Tyler Incode Court Case Management (Courts)	$18,257.14
CTR Parking and Revenue Control (Airport, Downtown Operations)	$18,257.14
Digital Health Department (METRO Health)	$18,257.14

FORM 3 – PROPOSED SOFTWARE CHANGES. (add rows as needed)

Requirement #	Software Modification/Customization (describe)	Amount

PRICING SCHEDULE

Solution 3: Software-as-a-Service (SaaS) Operating Environment

Submit this pricing form if your solution will be installed and operated on a hosted third-party technical infrastructure.

Item 1. Annual RRS Subscription Fee $60,730.47_____

List on a separate page the basis, method and assumptions for computing the subscription fee.

Item 2. Annual POS Subscription Fee $N/A_____

List on a separate page the basis, method and assumptions for computing the subscription fee.

Item 3. Required Additional Software (if any) $N/A_____

Provide a schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems $8,400_____

Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes $_____

Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment $_____

Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs $144,400_____

For all services requested in RFCSP (see Section 2.3) other than Item 4 above.

Includes any travel expense. The City will not pay travel costs separately.

List on a separate page the assumptions used for computing the implementation cost.

Item 8. All Other Costs $_____

Provide a schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 3 COST: $214,730.47 (incl. 1 year subscription)

Respondent shall provide the following additional pricing:

Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services

during the term of the contract. The rates should be quoted using the format shown below

      Role: <u>Standard Consulting/Training/Documentation</u> Rate: <u>$100/hour</u>

      Role: <u>Senior Consulting/Project Management</u>   Rate: <u>$175/hour</u>

      Role: <u>Technical Specialist/Development</u>   Rate: <u>$200/hour</u>

      Role: _____ Rate: $_____

      Role: _____ Rate: $_____

Use a separate copy of these forms with each proposed pricing solution presented, as needed.

FORM 1 – ADDITIONAL COSTS. (add rows as needed)

Description	Amount
Required Proposed Software	
Required Proposed Equipment	
Please see Key Assumptions for proposed hardware pricing	
All Other Costs	
Cost of additional optional equipment	

FORM 2 – INTEGRATION COSTS.

City System (Primary User Department)	Integration Cost
SAP	$8,400.00
Hansen (Development Services)	
Millennium (Library)	
Chameleon (Animal Care Services)	
Tyler Incode Court Case Management (Courts)	
CTR Parking and Revenue Control (Airport, Downtown Operations)	
Digital Health Department (METRO Health)	

FORM 3 – PROPOSED SOFTWARE CHANGES. (add rows as needed)

Requirement #	Software Modification/Customization (describe)	Amount

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Signature Page

The ACTIVE Network, Inc. ("ACTIVE" or "Respondent") is in general agreement with the concepts contained in the terms and conditions of the Request for Competitive Sealed Proposal for Customer First San Antonio (C1SA) Project, Software and Implementation Services for Point-of-Sale and Reservation/Registration Systems # 6100003293 (RFP 2013-083) (the "RFP") and submits this proposal based on the understanding and condition that the City of San Antonio (the "City") and ACTIVE will have an opportunity to work together in a spirit of cooperation to discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities between the parties, assumptions, and contract terms (including legal terms and conditions) applicable to the proposed software and services for the point of sale and reservation/registration system. ACTIVE requests that contract negotiations begin with our standard terms and conditions, a sample copy of which is attached to this proposal.

To the extent that any exceptions set forth herein would result in ACTIVE's disqualification, ACTIVE agrees to negotiate the excepted items to the reasonable satisfaction of the City. We are confident that through these discussions we can reach agreement on these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers.

The Signature Page provided in Attachment 7 of the RFP has been completed and signed as required and inserted following this page.

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C1SA: Point of Sale and Reservation and Registration Systems RFCSP

RFCSP ATTACHMENT 7

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/.

By submitting a proposal, 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 will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP Exhibits 1 & 2.

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.

THE ACTIVE NETWORK, INC.
Respondent Entity Name

Signature: _____

Printed Name: SCOTT MENDEL

Title: CFO

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

_____
Co-Respondent Entity Name

Signature: _____

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