

CITY OF SAN ANTONIO

San Antonio Police Department



REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

INTEGRATED INFORMATION AND INTELLIGENCE MANAGEMENT
LAW ENFORCEMENT SOLUTION

6100003495 (RFCSP-013-096)

Release Date: SEPTEMBER 11, 2013

Proposals Due: SEPTEMBER 27, 2013

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003 BACKGROUND

The San Antonio Police Department (SAPD) has a requirement to provide an integrated information and intelligence management law enforcement solution (IMLES) for the Southwest Texas Fusion Center (SWTFC). The SWTFC serves a critical role in assisting SAPD units, particularly that of developing the Department's Intelligence Led-Policing (ILP) strategies and operations. The SWTFC also assists in tactical and strategic decision making across the region by facilitating the creation of intelligence products distributed and consumed by numerous other local, state and federal public safety entities.

The requested fusion center solution will act as a force multiplier, resulting in the production of more informed, efficient and effective crime prevention strategies. SWTFC personnel will be able to manage a broad range of operational and analytical resources and activities by accessing data in a manner previously unavailable due to technological constraints.

004 SCOPE OF SERVICE

The scope of the work to be performed will result in a contract for an operational, turnkey Fusion Intelligence consisting of different modules – Request for Service (RFS), Suspicious Activity Reporting (SAR), Criminal Intelligence Management (CIM), and a Confidential Informant (CI). The system operates in a client server environment where the contractor is to provide installation of the purchased equipment, system design specifications, production, development, and full system installation and integration for the systems design that it proposes. A number of other tasks essential to successful implementation and operation are expected. The Respondent shall include overall project management for the installation, documentation, training, testing and acceptance as well as ongoing maintenance and support services during the Respondent's proposed two years warranty period.

The following four modules must be provided:

RFS Module must:

1. Record, manage, and monitor service calls.
2. Include performance metrics at organizational and individual levels.
3. Record and monitor activity expended on service calls from units/organizations supported by the SWTFC.
4. Allocate requests based on subject matter expertise or workload.
5. Use of RFS statistics to quantify SWTFC service value.

SAR Module must:

1. Be compliant and integrate with the National SAR Initiative (NSI).
2. Have capability to interface with ESRI GIS platform.

3. Document tips and leads for SAPD and within the SAR cycle, from intake and work-up, through disposition.
4. Allow investigators and analysts to collaborate on the same SAR.
5. Have ability to interface with NSI Shared Space and or eGuardian.

CIM Module must:

1. Operate within the basic intelligence process and support compliance with federally mandated 28 CFR Part 23.
2. Have a single federated search capability.
3. Include real time electronic alerts and notifications.
4. Support customization of data entry and input.
5. Support multiple level review and approval process.
6. Capture, evaluate and refine raw data for use in actionable intelligence products.
7. Automate group-based data security assignment; reduce SAPD liability by implementing data and workflow controls to ensure safe management and dissemination of intelligence information.

CI Module must:

1. Support the vetting, approval, and handling of registered informants.
2. Single federated search with anonymous pointer.
3. Supports deconfliction process.
4. Provide informant interaction tracking and payment audit process.
5. Supports ESRI GIS tracking/mapping.

Services shall include:

- Professional Services
- Configure and install the software application
- System Configuration
- Testing
- Training
- Create three customized forms for agency use
- Support and Maintenance

A. MINIMUM REQUIREMENTS

The Respondent must present an integrated fusion center solution. The Respondent selection is based on the need for an end-to-end Integrated Information and Intelligence Management Law Enforcement Solution. The Respondent must have a minimum of 10 years experience working in a Major City Intelligence Unit or recognized Fusion Center.

B. BUSINESS REQUIREMENTS

The City of San Antonio (COSA) desires the implementation of an IMLES that will meet the following high-level requirements:

1. IMLES shall be a single platform that includes functionality for suspicious activity reporting, service request management, intelligence management and confidential informant management.
2. IMLES shall include a multi-level security user groups.
3. IMLES shall have security and audit capability.
4. IMLES shall have customizable data entry forms.
5. IMLES shall have document indexing and archiving.
6. IMLES shall have a single sign-on.
7. IMLES shall be deployable via thin client, i.e., web browser Supports duplication of data to MS SQL environment Interface to Microsoft Exchange and ESRI GIS.
8. IMLES must be Commercial-off-the-Shelf (COTS) software to support expedited deployment.
9. IMLES shall support tasks to improved customer service, efficiency, and accuracy.
10. IMLES shall leverage existing knowledge base by linking to other critical systems.
11. IMLES shall support legal and regulatory compliance.
12. IMLES shall integrate with the Nationwide SAR Initiative and eGuardian and allow investigators and analysts to collaborate on the same SAR.
13. IMLES shall capture, evaluate and refine raw data into actionable intelligence products.

14. IMLES shall provide consistent levels of checks and balances to mitigate risk through workflow standardization.
15. IMLES shall be designed in compliance with existing handling policies, consent decrees, court orders and other legislation

C. City Hosted Solution - City purchases the software and the solution runs on City hardware servers, provide detailed breakdown of recommended server size and storage requirements based on historical data. Provide a list of all software involved and extent of license rights as requested in RFCSP Attachment F.

The City prefers broad license rights for all software and other technology, including perpetual, fully-paid and royalty free use rights for commercial off the shelf software. The City also strongly prefers ownership of all custom software and interfaces. The City will require a source code escrow agreement where applicable.

D. Third Party Products / Options Software

The Respondent must explicitly state the name of any third-party products that Respondent will be providing as part of the proposed solution. Respondent must have, and must demonstrate upon request, that it has authorization to transfer any rights of use and warranties for third-party products to the City. The Respondent will be responsible for interacting with third party product providers on all third-party warranty claims. The chosen Respondent will ultimately be responsible for providing all services, rights of use, service levels, and warranties on both components and the System as a whole regardless of whether subcontractors perform certain services or provide certain technologies.

E. Maintenance and Support

Respondent should specify the prime contractor and software vendor(s) who plan to carry out post-implementation and ongoing support, including:

1. Telephone support (include toll-free support, hours of operation). A hotline that provides at least 12 hours, 5 days per week availability Monday through Friday from 7:00 a.m. to 7 p.m.
2. Delivery method for future upgrades and product enhancements including frequency of upgrades.
3. Problem reporting and resolution procedures.
4. Delete.
5. Bug fixes and patches.
6. Performance tunings and incremental enhancement.
7. On-line support.

Maintenance and support will begin after the expiration of a two-year warranty period and last for the remainder of the initial term, and include the optional extension terms. Warranty period shall begin upon final written acceptance of system by City.

F. Training and Costs

Provide training options and details of training plans and costs. Provide training costs on a per trainee basis. Training options should include web-based and classroom-based training.

G. Travel

If the selected, Respondent is not located within the corporate limits of the City of San Antonio, the selected Respondent shall include the cost of travel to San Antonio or any other location for the performance of the services contemplated herein to be included. Meetings (with the exception of the exception of the presentation(s) may be conducted telephonically.

H. TECHNICAL REQUIREMENTS

The proposed system solution should be able to integrate with the current Information Technology Environment Description Standards. Refer to RFCSP Exhibit 5.

The City of San Antonio Information Technology Services Department (ITSD) will provide computing and infrastructure services for the selected hardware and software solution in one or both of 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 system in accordance with a SLA to be jointly developed by ITSD, the system provider, and the business owner of the system. Management of the application layer (business logic) will be determined by SLA.

If any information technology equipment necessary to support the system must be deployed outside of the City's managed datacenter environment, the Respondent must include in their response the scope necessary to provide appropriate environmental and compliance controls for the proposed system.

005 ADDITIONAL REQUIREMENTS

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

Sections:

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

Exhibits:

Insurance Requirements
Indemnification Requirements

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

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

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

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

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

Ownership and Licenses.

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

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of

City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

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

006 TERM OF CONTRACT

The anticipated term of the proposed contract is from the effective date of City Council approval and expires two years after final acceptance of the system by the City.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Riverview Towers Building at 111 Soledad, Ste. 1100, San Antonio, TX 78205 (11th Floor Hill Country Conference Room) at 9:00 a.m., Central Time, on September 17, 2013. Respondents are encouraged to prepare and submit their questions in writing 3 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 Riverview Towers Building located at 111 Soledad, Ste. 1100, San Antonio, TX 78205 (11th Floor Hill Country Conference Room) is wheelchair accessible. The accessible entrance is located at the front of the building. Accessible parking spaces are located at Rand parking garage near the building. 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.

008 PROPOSAL REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink, ten copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. 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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PROPOSAL. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A.

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

FUNCTIONAL REQUIREMENTS. Complete and return as Attachment G.

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

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. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

Proposals may be submitted in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, ten copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"Integrated Information and Intelligence Management Law Enforcement Solution"** on the front of the package.

Proposals must be received in the Office of the City Clerk's no later than 2:00 p.m., Central Time, on September, 27, 2013 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk's
Attn: Finance Department, Purchasing Division
"Integrated Information and Intelligence Management Law Enforcement Solution"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk's
Attn: Finance Department, Purchasing Division
"Integrated Information and Intelligence Management Law Enforcement Solution"
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 aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFCSP Attachment A – Respondent Questionnaire form may not exceed insert maximum of 150 pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals 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 B.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of San Antonio Police 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 ninety (90) days following the deadline date for submissions 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.

011 RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m.**, Local Time, on **September 20, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Lisa Mendoza, Procurement Specialist II
City of San Antonio, Finance Department
Lisa.Mendoza@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. Ms. Olukotun 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 is not permitted.

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

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

012 EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFCSP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. City’s decision will be made based on compliance with the evaluation criteria. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

Proposal (35 points)

Experience, Background, Qualifications (25 points)

Pricing (20 points)

SBEDA (20 points possible) SBE, ESBE Prime Contract Points

SBE Prime Contract Program – 10 pts.

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 ten (10) evaluation criteria percentage points, and

ESBE Prime Contract Program – 10 pts

Certified ESBE (Emerging Small Business Enterprise) 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% ESBE participation (prime and/or subcontractor) will receive ten (10) evaluation criteria percentage points.

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

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

City may accept any Proposal in whole or in part. 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. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

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

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

014 BONDS

This section left blank intentionally.

015 SOFTWARE ESCROW REQUIREMENT

This section is intentionally left blank.

016 ACCEPTANCE CRITERIA

This section is intentionally left blank.

017 SCHEDULE OF EVENTS

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

RFCSP Release Date	September 11, 2013
Pre-Submittal Conference	September 17, 2013 at 9:00 a.m.
Final Questions Accepted	September 20, 2013 at 2:00 p.m.
Proposal Due	September 27, 2013 at 2:00 p.m.

018 RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

1. Workers' Compensation 2. Employers' Liability	Statutory \$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.

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement

that names Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

RFCSP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

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

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

RFCSP EXHIBIT 3

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 Respondent'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. Respondent 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 Respondent 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 Respondent by the Entity.

Respondent authorizes City's use of Respondent's name, trademarks and Respondent 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 4

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.

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.)

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

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

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

Emerging SBE (ESBE) – a certified SBE 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, that is no more than five years old at the time of its original certification as an ESBE or whose annual revenues and number of employees are no greater than 25% of the small business size standards for its Industry as established by the U.S. Small Business Administration and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm that is no more than five years old at the time of its original certification as an Emerging M/WBE, that is actively enrolled in the M/WBE or SBE Mentor-Protégé Program for its Industry (once established by the City), whose annual revenues and number of employees are no greater than 25% of the small business size standards for its Industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

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 Initiative 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.

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

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:

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

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

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

RFCSP EXHIBIT 5

CITY OF SAN ANTONIO INFORMATION TECHNOLOGY ENVIRONMENT DESCRIPTION

Posted as separate documents.

RFCSP EXHIBIT 6

SEBDA PROGRAM PRESENTATION

Posted as separate documents.

019 RFCSP ATTACHMENTS

RFCS P ATTACHMENT B

RESPONDENT QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

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. Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of working in a Major City Intelligence Unit or recognized Fusion Center, respectively. Indicate if Integrated Information and Intelligence Management Law Enforcement Solutions is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. List all Integrated Information and Intelligence Management Law Enforcement Solution projects that the Respondent has completed in the last four years.
4. List all Integrated Information and Intelligence Management Law Enforcement Solution 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 Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. 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.
7. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
 - a. Identify each individual's relationship with the Respondents organization – employee, contractor, 3rd party service/software provider
 - b. Identify the number and professional qualifications (to include licenses, certifications, associations)
 - c. Identify relevant experience on projects of similar size and scope
 - d. State the primary work assignment and the percentage of time to be devoted to the project.
 - e. Identify the length of service individual has been employed by the Respondent's organization
 - f. Provide resumes as an appendix to submitted proposal
8. Describe the company's support organization and volume of support inquiries managed per month over the past 2 years.
9. List the number of customers currently using the proposed solution. Include company name, type of business, city & state.
10. List a least three (3) references for customers which Respondent has recently been engaged with on similar projects. Include company name, type of business, city & state. Describe high level business function delivered as part of the project.
11. What percentage of existing customers are in the annual support phase of the contract?

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D
LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SBEDA FORM(S)

CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Posted as separate documents.

RFCSP ATTACHMENT E

PRICING SCHEDULE

Posted as separate documents.

RFCSP ATTACHMENT G

FUNCTIONAL REQUIREMENTS

Posted as separate documents.

RFCSP ATTACHMENT H

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: www.sanantonio.gov/purchasing/saeps.aspx

By submitting a proposal by paper, 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.

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.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Proposal RFCSP Attachment <u>A</u>	
Respondent Questionnaire RFCSP Attachment <u>B</u>	
*Contracts Disclosure form RFCSP Attachment <u>C</u>	
Litigation Disclosure RFCSP Attachment <u>D</u>	
*SBEDA Form RFCSP Attachment <u>E</u> ; and Associated Certificates, if applicable	
Pricing Schedule RFCSP Attachment <u>F</u>	
Functional Requirements RFCSP Attachment <u>G</u>	
*Signature Page RFCSP Attachment <u>H</u>	
Proposal Checklist RFCSP Attachment <u>I</u>	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, ten 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 H

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, whether electronically or by paper, 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.

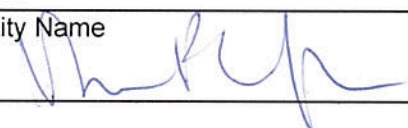
Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

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.

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.

SAS Institute Inc.
Respondent Entity Name
* Signature: 
Printed Name: Victoria P. Clayton
Title: Senior Contracts Manager

*SAS Institute Inc.'s signature hereto does not indicate acceptance of the terms and conditions included in the RFP, and any resulting contract with the City of San Antonio will be subject to mutual agreement by the parties.



(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.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. 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: _____

ATTACHMENT F - City Hosted Solution Cost Detail

Enter all one-time, re-occurring and ala carte costs that are associated with proposed solution. Repondent only needs to complete items that apply to proposed solution. If there are no costs associated with those listed below, enter a value of 0. If costs are based on a named user or concurrent user fee, indicate it in the notes column. If concurrent user indicate the ratio. i.e. 1 concurrent user = 10 users.

	Occurrence (1)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Notes
HOSTING COST (If Vendor hosted Solution)							
SOFTWARE LICENSE AND FEES WITH ONE YEAR WARRANTY	One-Time	103,590					SAS Fusion Center Solution includes: Fourteen (14) named user license Includes the following modules: • Request for Service (RFS) Module • Intelligence Management Module Suspicious Activity Reporting (SARS) module (10 named user license) Confidential Informant Management Module (8 named user license)
PROFESSIONAL SERVICES							
PROJECT EXECUTION PLANNING	One-Time	10,540					
CONFIGURATION	One-Time	6,080					
INTERFACES	One-Time	75,410					
TESTING	One-Time	16,840					
TRAINING	One-Time	37,240					
ANNUAL MAINTENANCE & SUPPORT	Annual	included	included	23,793	24,983	26,232	

TOTAL COSTS	-	249,700	-	23,793	24,983	26,232
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Other/Growth Costs	Occurrence (1)	Cost	M&S (3)	Notes

NOTES:

- (1) - One-Time, Monthly, Bi-Monthly, Qtrly, etc
- (2) - Field device monitoring, management reporting, AVL tracking/reports, ??
- (3) - Maintenance & Support costs asociated with addition of software licenses, hardware components and/or optional features.
- (4) - List any additional features that may be considered with solution yet not requested.
Include any additional costs for growth in hardware, software components.



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposals, **Integrated Information and Intelligence Management Law Enforcement Solution, (RFCSP 6100003495)**, Scheduled to Open: September 27, 2013; Date of Issue: September 11, 2013

FROM: Jorge Garcia
Procurement Manager

DATE: September 12, 2013

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

ADD RFCSP EXHIBIT 4 SBEDA Ordinance Compliance Provisions subheading F. Commercial Nondiscrimination Policy Compliance

The 1st paragraph adds the following:

Non-Discrimination. As a party to this contract, Contractor 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.

Jorge Garcia

Procurement Manager

Finance Department - Procurement Division



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposals (RFCSP) for Integrated Information and Intelligence Management Law Enforcement Solution (RFCSP 013-096, RFX # 6100003495),
Scheduled to open: September 27, 2013; Date of Issue: September 11, 2013

FROM: Paul J. Calapa
Procurement Administrator

DATE: September 19, 2013

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

- Item 1: Page 4, RFCSP Section 004 – Scope of Service, **Delete:** last sentence from subheading C. City Hosted Solution.
- Item 2: Page 8, RFCSP Section 008 Proposal Requirements and Section 010 Submission of Proposals, **Change Attachment I Proposal Checklist and 1st sentence under Submission of Proposals** to read: One (1) original signed in ink, **ten copies**, and one CD of entire proposal.
- Item 3: Page 33, RFCSP ATTACHMENTS – RFCSP Attachment E, Subcontractor/Supplier Utilization Plan – **Change Title of Solicitation Name** to read: Integrated Information and Intelligence Management Law Enforcement Solution.
- Item 4: Page 33, RFCSP ATTACHMENTS – RFCSP Attachment F, Pricing Schedule – **Change Attachment Title** to read: Price Schedule, Attachment F.

- Item 5: Page 4, RFCSP Section 004 Scope of Service **Change last sentence** to read: The Respondent shall include overall project management for the installation, documentation, training, testing and acceptance as well as ongoing maintenance and support services during the Respondent's proposed two years warranty period.
- Item 6: Section 004 Scope of Service Section E **Change last sentence** to read: Maintenance and support will begin after the expiration of a two-year warranty period and last for the remainder of the initial term, and include the optional extension terms.
- Item 7: Attachment F: Price Schedule, **Change item to read:**
SOFTWARE LICENSE AND FEES WITH TWO YEARS WARRANTY
- Item 8: **Add:** Exhibit 6 SBEDA Program Presentation the exhibit is posted as a separate document.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011,
RESTRICTIONS ON COMMUNICATION:**

Question 1: Can you provide the number of estimated users?

Response: There are 35 user accounts with an estimated 5 concurrent users on the system at the same time.

Question 2: Can you provide the number of data feeds?

Response: This system will not feed other systems, but will consume data from relevant internal systems.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-
SUBMITTAL CONFERENCE**

On September 17, 2013, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Integrated Information and Intelligence Management Law Enforcement Solution (RFCSP-013-096, RFX # 6100003495), for the City of San Antonio. Below are the questions that were asked during the conference. The City's official response to questions asked is as follows:

Question 3: Will other entities be tied into the fusion center?

Response: Other entities utilizing the system will be located at the City of San Antonio (CoSA) location.

Question 4: Has the City conducted a review of other Fusion Centers entities?

Response: CoSA reviewed numerous Fusion centers including: Houston, Austin, and Memphis.

Question 5: Regarding the CI Module, Tracking and Mapping: Do you know if you will be using a Geo Mapping System?

Response: Mapping and other spatial data services are delivered via self-hosted ESRI ArcGIS Server infrastructure (currently version 10.1). REST services are the preferred integration method.

Question 6: Does the system incorporate Public Works or other databases?

Response: To the extent that external system data is necessary it will be made available via web services.

Question 7: Are you planning on incorporating Social Media into this program?

Response: No, that is not in the scope of this project.

Question 8: Request for an extension of one calendar week to the Proposal due date.

Response: The bid deadline is 2 P.M. (Central Time) September 27, 2013.



Paul J. Calapa,
Purchasing Administrator
Finance Department –Procurement Division



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposals (RFCSP) for Integrated Information and Intelligence Management Law Enforcement Solution (RFCSP 013-096, RFX # 6100003495),
Scheduled to open: September 27, 2013; Date of Issue: September 11, 2013

FROM: Paul J. Calapa
Procurement Administrator

DATE: September 23, 2013

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

- Item 1: Page 4, RFCSP Section 004 -- Scope of Service, **Delete:** Item 4 from subheading E. Maintenance and Support
- Item 2: Page 7, RFCSP Section 006 Term of Contract **is revised** to read: The anticipated term of the proposed contract is from the effective date of City Council approval and expires two years after final acceptance of the system by the City.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 1: For this project is there is a fixed budget? If so, can the agency state what that amount is?

Response: There is no fixed budget for this particular system. Funds will be allocated for this system once a selection is made and the value proposition is assessed.

Question 2: Is there an implementation deadline or grant funding deadline that must be met for this project?

Response: Yes, deliverables shall be completed and invoiced by December 30, 2013.

Question 3: The RFP checklist references "Attachment A", but that is not a document in the RFP packet – can more information about Attachment A be provided?

Response: Respondent must prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A.

Question 4: Attachment C (Contracts Disclosure Form) requires that a Conflict of Interest Questionnaire be completed. Can the City provide a copy of this or direct interested bidders in how to obtain this form?

Response: The form can be view at the following website:
<https://www.sanantonio.gov/efrms/atty/ContractsDisclosureForm.pdf>

Question 5: Attachment E (Subcontract Utilization Plan) requires that the interested bidder describe the usage of subcontractors within the company and expected participation dollar amount for the current project. If a bidder will be the sole provider of products and services, how would this be documented on the form? Also, in instances where subcontractors will not be used, are bidders required to complete the Exception to SBEDA Program Requirements Request Form?

Response: If no subcontractors are being utilized, please denote 100% of work being completed by the Prime on the Subcontractor/Supplier Utilization. Bidders/ respondents are not required to complete the Exception to SBEDA Program Requirements Request Form if they are not utilizing any subcontractors/ suppliers. An Exception is submitted with the solicitation response to document one of the three reasons below:

Value of contract is below \$50,000

No commercially-useful subcontracting opportunities exist; or

Type of contract is outside scope of the SBEDA Ordinance

Question 6: Attachment E also states "Leave blank for revenue generating contracts". Can the City clarify this, and if a bid falls under this scenario, what should be left blank on the form?

Response: The Prime respondent does not have to complete the dollar amount on the Subcontractor/ Supplier Utilization Plan in the cases where the award of the contract generates revenue for the City of San Antonio. This RFSCP is not expected to generate revenue for the City of San Antonio, hence not relevant to the prime respondents.

Question 7: Attachment H (Signature Page) requires that a Certified Vendor Registration Form be completed. In order to receive a copy of the RFP solicitation, interested bidders were required to register with the City. Does that registration process satisfy the requirement for a CVR? If not, can additional information or instruction be provided?

Response: Yes, if the Respondent has already registered as a vendor by accessing www.sanantonio.gov/purchasing/saeps.aspx, this satisfies the CVR (Certified Vendor Registration) requirement.

Question 8: The RFP solicitation makes reference to “electronic submissions, whether through the portal or on a CD,” and Addendum II changes the number of hard copies from 5 to 10. Can the City clarify whether electronic submissions may be chosen in place of hard copy submissions? If so, can the bidder use the City’s portal to attach individual files, documents, and attachments to the bid listing?

Response: All proposals shall be submitted in Hard Copy format only. Electronic portal submissions are not acceptable. Refer to attachment 61-3495 Document 092313 section 010 Submissions of Proposals.

Question 9: Please verify the end date of the anticipated term of the proposed contract. The date given on page 7 of the RFCSP is December 30, 2013.

Response: The anticipated term of the proposed contract is from the effective date of City Council approval and expires two years after final acceptance of the system by the City.

Question 10: Respondent has previously contracted with the City of San Antonio for the license of software pursuant to the terms of a mutually agreeable form of master license agreement. Such master license agreement contains terms which overlap with, and differ from, those terms contained in Section 005 of the RFP (“Additional Requirements”). Would the City of San Antonio be willing to execute a contract based on pre-existing license terms with a respondent?

Response: No, all respondents must bid in accordance to the RFCSP 6100003495 terms and conditions.

Question 11: In connection with Acknowledgement No. 3 of the City’s Contracts Disclosure Form, can the City confirm whether this is a high-profile contract or a non high-profile contract?

Response: This is not a high profile contract.

Question 12: Does the federated search capability include data sources that SAPD or SWTFC currently operate on and that will be external to IMLES or is the requirement simply to have this capability for future use? If the former and external sources do exist how many would

be required to be integrated into a federated search environment for this project?

Response: The federated search requirement is required to operate within the IMLES solution and across the included modules. Any future interfaces with external systems would be additional scope beyond this RFCSP.

Question 13: Does the SWTFC have dedicated technical staff allocated by the City of San Antonio?

Response: City shared services Information Technology staff will be identified and assigned as necessary. This includes server administration, network administration, database administration, application administration, application development, business analysis, and project management.

Question 14: Under the Scope of Services, SWTFC requests “three customized forms for agency use.” Can the customer provide more information on the scope of this requirement, including the function and complexity of these forms?

Response:

- 1) Request for intelligence form – standard entry based on person, location, event, vehicle, etc
- 2) SARs – suspicious activity reporting
- 3) Gang Member – entry platform to track gang members and their related gang affiliation

Question 15: With regard to the following requirement: “10. IMLES shall leverage existing knowledge base by linking to other critical systems.” Is this requirement to simply have this capability or have specific external systems been identified that will be linked to as part of this project? If the latter, can the customer provide information on the following:

- a. **How many critical systems will be linked to?**
- b. **Are these systems under SAPD or SWTFC ownership or do they belong to other third parties?**
- c. **Are existing APIs available for these external systems?**

Response: The requirement is to simply have this capability and any future interfaces with external systems are beyond the scope of this RFCSP.

- a. N/A
- b. N/A
- c. N/A

Question 16: Business Objects is listed in the application standards section of the RFP. Does the customer expect to use Business Objects to support their reporting needs for the fusion center?

Response: Yes, if appropriate and beneficial. Respondent may propose alternatives based on operational and value considerations.

Question 17: Please provide clarification around what is meant by “Thresholds for support limitations.”

Response: Item 4 has been deleted.

Question 18: Will the City provide remote access during and after implementation?

Response: Yes.

Question 19: Is there a defined timeframe for deployment (e.g. to meet grant funding deadlines)?

Response: See response to Question #2.

Question 20: Does the city have a plan to upgrade from SharePoint 2003? If so, what is the timeframe with regards to this RFP?

Response: City will not be upgrading versions of SharePoint from 2003 in the time frame that this product is deployed.

Question 21: What systems are in scope for “leverage existing knowledge base by linking to other critical systems.”?

Response: No external system interfaces are in the scope of this solicitation.

Question 22: Please describe the Confidential Informant Management in greater detail. Specifically:

- a. **What tasks are involved in vetting, approving and handling registered informants?**
- b. **How do you envision deconfliction? What defines a conflict?**
- c. **How do you envision tracking informant interactions?**
- d. **What is involved in the payment audit process? Where are payment records stored?**
- e. **What information must be kept anonymous?**

Response:

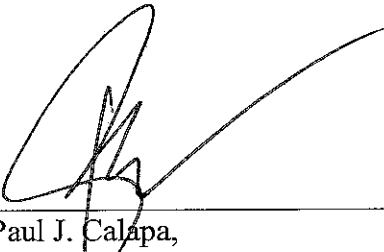
- a. The primary functionality delivered by the module related to these identified areas would be as follows:

Vetting: any informant that has previously been determined as unreliable, untrustworthy, difficult to manage etc would be identified as such

Approving: the business flow process within the module should provide for supervisory approval of any potential CI candidate

Handling: the module should provide the ability to document informant interactions, including identification, assignment, payments, etc

- b. Deconfliction is the process of ensuring that informants are not being handled by different units/personnel without knowledge of supervisory personnel and strict control processes.
- c. Informant handlers are responsible for initiating supervisory approval for informant based investigative activity and payments. The system functionality should support documenting the investigative activity and associated payments related to CI interactions.
- d. Payment information/activity should be documented and linked to individual informants. This functionality creates a legacy record of the informant's activity and all payments which can be audited/examined by supervisory/fiscal personnel. The records should be scanned/uploaded into the system and associated with the informant/interaction.
- e. The informant's identity should be "masked" to any personnel not involved in the handling process, including personnel assigned to other units. The system functionality should provide an "anonymous" identifier for any individual informant and identify the handler. Any person needing additional information on the identity of the informant must contact the assigned handler.



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