

CITY OF SAN ANTONIO FINANCE DEPARTMENT



REQUEST FOR COMPETITIVE SEALED PROPOSAL

("RFCSP")

For

CITY TOWER PRINTERS FOR PRINT SHOP

(RFCSP 2021-008, RFx: 6100013335v4)

Release Date: OCTOBER 30, 2020

Proposals Due: December 8, 2020 2:00p.m. Central Time (CT)

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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.

For additional information, see the section of this RFCSP entitled "Restrictions on Communication."

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003 BACKGROUND

BACKGROUND:

The City of San Antonio is soliciting proposals for the purchase, delivery, and installation of four high-speed network printers for the Print & Mail Operations Print Shop, consisting of two black and white and two color printers. The four high-speed network printers purchased under this contract shall be used to replace existing printers. These high-speed network printers will be utilized to support the printing needs of various City departments. The selected Vendor shall be responsible for removing three existing printers and shall provide a detailed plan for the removal. The City is also requesting a trade in offer for existing equipment. The value of the trade in offer will be evaluated as part of the overall price component.

City may purchase one or more of the printers specified herein.

The proposed high-speed network printers shall meet or exceed the detailed minimum requirements listed in Section 4.0.

4.0 SCOPE OF SERVICE: Proposed printers must meet the following minimum specifications:

(a) Primary Printer # 1 - High Speed Black and White Network Printer with Booklet Maker
Estimated usage will be approximately 750,000 impressions per month

Feature	Minimum Requirement	Capability of Proposed Printer
Copies per minute	135 Impressions/Copies Per Minute	
Paper Drawers	3 Drawer	
Main Tray Sheet Requirements	3 Trays holding up to 7,500 sheets	
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 12 x 18	
Images per minute at Full Speed	135 pages per minute	
Paper Weight minimum and maximum requirements	Minimum 40gsm up to 350gsm stock	
Paper Features	Linking Paper Drawers	
Production Duty Cycle Capacity	Up to 3 million impressions per month	
Inserts	Tabs Plain Paper Pre-Printed Tabs Pre-Printed Covers	
Binding	Insert, fold, saddle-stitch booklets. Machine must be able to fold, Saddle Stitch 8.5 x 11, 11 x 17 sheets. Corner Staple up to 80 sheets 20#, 75gsm,-create up to 50 sheet 20#, 75gsm	

	200 page booklets.	
Processor	Quad Processor	
Stacker	Copier must include 1 paper stacker	
Prepress Applications Required from the RIP	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, and Scanning Capability	

(b) Secondary Printer # 2 - High Speed Black and White Network Printer without Booklet Maker
Estimated usage will be approximately **500,000** impressions per month

Feature	Minimum Requirement	Capability of Proposed Printer
Copies per minute	135 Impressions/Copies Per Minute	
Paper Drawers	3 Drawer	
Main Tray Sheet Requirements	3 Trays holding up to 7,500 sheets	
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 12 x 18	
Images per minute at Full Speed	125 pages per minute	
Paper Weight minimum and maximum requirements	Minimum 40gsm up to 350gsm stock	
Paper Features	Linking Paper Drawers	
Production Duty Cycle Capacity	Up to 3 million impressions per month	
Inserts	Tabs Plain Paper Pre-Printed Tabs Pre-Printed Covers	

Binding	Insert, fold, saddle-stitch booklets. Machine must be able to fold, Saddle Stitch 8.5 x 11 and 11 x 17 sheets. Corner Staple up to 80-sheets 20#, 75gsm, and create up to 20 sheet 20#, 75gsm 80 page booklets.	
Stacker	Copier must include 1 paper stacker	
Processor	Quad Processor	
Prepress Applications Required from the RIP	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability	

(c)Primary Printer # 3 - High Speed Commercial Digital Color Network Printer
Estimated usage will be approximately 120,000 impressions per month

Feature	Minimum Requirement	Capability of Proposed Printer
Copies per minute	120 Full Color Impressions/Copies Per Minute	
Paper Drawers	3 Drawer	
Main Tray Sheet Requirements	3 Trays holding 7,500 sheets	
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 12 x 18 13 x 19	
Images per minute at Full Speed	120 pages per minute	
Paper Weight minimum and maximum requirements	Minimum 40gsm up to 450gsm stock	
Paper Features	Linking Paper Drawers	
Production Duty Cycle Capacity	Up to 2 million impressions per month	
Inserts	Tabs Plain Paper Pre-Printed Tabs	

Binding	Ability to use cover stock. Machine must be able to fold, bind, Saddle Stitch 8.5 x 11, and 11 x 17 sheets. Corner Staple up to 100 sheets 20#, 75gsm. Create up to 35 sheets 20#, 75gsm 140 page booklets.	
Stacker	Copier must include 1 paper stacker	
Prepress Applications Required from the RIP	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability	
Processor	Quad Processor	
Additional Option	Support Envelope Printing	

(d) Secondary Printer # 4- High Speed Commercial Digital Color Network Printer
Estimated usage will be approximately 100,000 impressions per month

Feature	Minimum Requirement	Capability of Proposed Printer
Copies per minute	100 Full Color Impressions/Copies Per Minute	
Paper Drawers	3 Drawer	
Main Tray Sheet Requirements	3 Trays holding 7,500 sheets	
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 12 x 18 13 x 19	
Images per minute at Full Speed	100 pages per minute	
Paper Weight minimum and maximum requirements	Minimum 40gsm up to 400gsm stock	
Paper Features	Linking Paper Drawers	
Production Duty Cycle Capacity	Up to 1.5 million impressions per month	

Inserts	Tabs Plain Paper Pre-Printed Tabs	
Stacker	Copier must include 1 paper stacker	
Prepress Applications Required from the RIP	Business Cards, Impositioning, Job Assembly, Variable Data Merge, Tab Design, Numbering, Editing, And Scanning Capability	
Binding	Ability to use cover stock. Machine must be able to fold, bind, Saddle Stitch 8.5 x 11, and 11 x 17 size sheets. Corner Staple up to 100 sheets 20#, 75gsm. Create up to 50 sheet 20#, 75gsm, 200 page booklets.	
Processor	Quad Processor	

4.0.1 All network devices proposed must be completely compatible with the City of San Antonio's Technical Standards.

4.0.2 Vendor shall provide integrated software that allows for a seamless environment between current data streams. Software shall include operating systems and printer management tools.

4.0.3 All costs associated with the purchase of this equipment must be included in the prices quoted.

4.0.4 Equipment furnished under this agreement shall be new equipment.

4.0.5 Combined usage for the four printers will be approximately 1,400,000 click copies per month (1,250,000 for the black and white copiers, and 150,000 for the color copier). By submitting pricing, Vendor assures City that the Equipment offered is suitable for this level of operation.

4.0.6 Vendor shall provide Product Integration Services as part of the purchase price, which shall include technical assistance, configuration, integration, and testing of products offered, especially the resource sharing, terminal emulation, major applications, and associated software and hardware. Vendor shall document actions taken to solve problems or configure the system. The current technical environment has components that are subject to sunseting or decommissioning. As new components, functionalities and software are deployed within the City's technical environment, Vendor must be able to configure production printer fleet as required. The price schedule will allow for a per hour rate that will be utilized for the configuration of newly commissioned systems / functionalities as required.

4.1 DELIVERY, INSTALLATION & REMOVAL OF EXISTING PRINTERS:

4.1.1 Vendor is responsible for removal of current equipment, and delivery and installation of new equipment within 30 days from receipt of purchase order anticipated to be released no later than January 14, 2021. Vendor shall schedule delivery, installation and removal with City's Print Shop Manager, so that the City has an operational black and white printer at all times. Delivery, installation and removal of all printers must be coordinated with the Print Shop Manager. The City prefers

delivery, installation and removal on a Saturday, at no additional charge, in order to provide continuity of services.

4.1.2 Equipment shall be made operational on the date of delivery.

4.1.3 All delivery, installation and removal charges shall be included in the contract price.

4.1.4 Vendor shall familiarize himself/herself with the site prior to submitting a response (refer to Exhibit 9 City Tower Print Shop Legend). Vendor shall set up a site visit in order to be able to provide required design services, such as space planning and installation services. Vendor is responsible for all labor required to assemble, deliver, set-up, and install the printers in accordance with the specifications listed herein at the prices stated herein. **The site location is 100 East Houston St. San Antonio, Texas 78205.**

4.1.5 The existing equipment can be removed through the side doors located at the rear of 111 Soledad, Suite 150 (print shop) with the use of pallet jacks. The delivery and removal will require a truck with a Tommy Lift since there is no loading dock available at 111 Soledad. Vendor is responsible for providing the Tommy Lift.

4.2 TRAINING FOR HIGH-SPEED NETWORK PRINTERS:

4.2.1 Vendor shall provide 40 hours of training starting within 2 days after installation to City staff to ensure staff can fully operate equipment. Training shall be provided to an unlimited number of City staff between the hours of 7:45 a.m. and 4:30 p.m. CT. onsite at City Tower Print Shop. While inside City facilities, Vendor must abide by any social distancing protocols established by the CDC and face masks/coverings must be worn. Vendor is responsible for all costs associated with training, including materials and travel.

4.2.2 Vendor shall provide refresher training courses to be conducted 12-months after delivery of high speed network printers. Refresher training shall be a minimum of 3 hours per machine, and shall be conducted onsite at City's Print Shop. Vendor is responsible for all costs associated with refresher training, including materials and travel. Refresher training shall be provided to an unlimited number of City staff between the hours of 7:45 a.m. and 4:30 p.m. CT.

4.2.3 Vendor shall provide refresher training courses to be conducted 24-months after delivery of high speed network printers. Refresher training shall be a minimum of 3 hours per machine and shall be conducted onsite at City's Print Shop. Vendor is responsible for all costs associated with refresher training, including materials and travel. Refresher training shall be provided to an unlimited number of City staff between the hours of 7:45 a.m. and 4:30 p.m. CT.

4.3 MAINTENANCE, SERVICE AND SUPPORT: Vendor shall provide maintenance and support of the equipment identified above in accordance with the scope of services indicated below and the manufacturer's recommended maintenance.

4.3.1 All maintenance and support service shall include on-site service at the City of San Antonio Print & Mail Operations location, or such other location within the city limits of the City of San Antonio, should the City move the equipment. The City will issue a Change Order to move equipment. Services shall be provided Monday through Friday from 7:45 a.m. to 4:30 p.m. Central Time. Vendor guarantees a quarterly average on-site response time of 3 hours (with no call to exceed 4 hours) for all service calls. Response time is measured in aggregate for all printers covered by the Purchase Order. This maintenance and support will cover all equipment purchased. In addition, Vendor shall provide a toll free telephone number for technical support calls that is available 24 hours a day, Monday through Friday, excluding official City holidays, at no extra cost. During the life of the contract the City anticipates a move to a different location.

4.3.2 Any maintenance service or support service performed between 4:31 p.m. and 7:44 a.m. Central Time, Monday through Friday, or on weekends or City recognized holidays shall be paid at a set after hours service rate. The City of San Antonio must approve any maintenance or support service performed at the after-hours service rate in writing prior to performance of the service. Vendor must invoice after-hours work separately. Notwithstanding the foregoing, City shall not pay the after-hours rate for routine maintenance that could have been performed during normal working hours or for repair services necessitated by Vendor's failure to perform timely required maintenance.

4.3.3 Vendor shall provide preventive maintenance service and repairs to keep the equipment in good working order. This service covers all parts and labor and shall be included as part of the monthly maintenance service price.

4.3.4 Vendor shall provide all supplies except paper. The cost for supplies shall be included as part of the monthly click rate or maintenance service price. Vendor provided supplies include: toner, staples, drum units, developer units, fusing units, transfer roller units, filters, belts, and any and all OEM replacement parts.

4.3.5 As part of its maintenance and support services, Vendor shall repair or replace any part of the equipment that becomes unserviceable due to normal usage or any other reason (including latent defect) other than as expressly set forth below. Replacement parts will be furnished on an exchange basis and shall be new, reconditioned or used. All parts removed due to replacement will become property of Vendor. Vendor shall ensure the products provided are operational with a quarterly uptime average of 95%, excluding preventative and interim maintenance time. Downtime will begin at the time the City places a service call to Vendor. The City agrees to make equipment available to Vendor for scheduled preventative and interim maintenance. The City further agrees to give Vendor advance notice of any critical and specific uptime needs that the City may have so that Vendor can schedule with the City interim and preventative maintenance in advance of such needs. In the unlikely event that Vendor is not able to repair the equipment, Vendor, at Vendor's election, will either provide a temporary loaner while the equipment is being repaired at Vendor's service center, or Vendor will replace equipment with comparable equipment of equal or greater capability at no additional charge. City shall have the sole right to determine what constitutes a product of equal or greater capability and may consider factors, such as the age of the replacement product.

4.3.6 The maintenance services provided by Vendor will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications, unless installed by Vendor); (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (iv) repairs and or service calls resulting from attachments not purchased from Vendor; (v) parts no longer available from the applicable manufacturer, unless compatible parts are available elsewhere; (vi) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (vii) movement of the serviced equipment from one location to another by City. Damage to serviced equipment or parts arising from causes beyond the control of Vendor are not covered by this Agreement.

4.3.7 Charges set forth herein will not include any charges for repairs or service that are otherwise covered by the applicable manufacturer's warranty during the period covered by any such warranty.

4.3.8 Meter Readings. City agrees to provide Vendor true and accurate meter readings monthly. Vendor may place automatic meter reading units on imaging devices at City's location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Vendor agrees that such units will be used by Vendor solely for such limited purpose. All meter read data remains the property of the City and may be utilized by Vendor for billing purposes only. Vendor shall provide meter read data to City upon City's request.

4.3.9 Basic Connectivity Services. Vendor shall provide all software, system support and related printer configuration to the City network, as applicable, or on a remote basis. City shall provide Vendor with physical access to its facilities as necessary for Vendor to perform maintenance services. While inside City facilities, Vendor must abide by any social distancing protocols established by the CDC and face masks/coverings must be worn.

The Black and White Printers must be able to print from the City's Mainframe. To be able to print from Mainframe, and SAP servers. The printers need the capability of LCDS/DJDE format metacode (Line Condition Data Streams and Dynamic Job Descriptor Entry) and PDL (Page Description Language) which uses referenced and data stream embedded commands to control processing of print jobs submitted from Mainframe computers. Data streams included from Mainframe are LCDS/DJDE/metacode, Vtam application data, Postscript, PCL, ASCII, PDF, TIFF, DOC, RTF and transforms those into an array of output formats (PCL, Postscript, TIFF, PDF, XML, HTML, EMF, SAP, or ASCII).

The Paris Spooler basically directs the flow of data through the system and ensures that the correct set of formatting rules are used for each job by passing instructions to the Paris formatting engines. The Paris engine accepts instructions from the Spooler as to where to find the input, what rules to use for processing, what printer to format for and send the output to that printer. The printer needs to be defined to the network.

The basic formats that are required to satisfy the print requests from Mainframe/Mainframe through Paris spooler and SAP through Paris Spooler are below:

- Portable Document Format (PDF)
- Printer Command Language (PCL)
- Microsoft Word Document (DOC)
- Post Script (PS)
- SAP Print – Able to print from SAP Applications
- Line Condition Data Streams (LCDS - Mainframe)
- Dynamic Job Descriptor Entry (DJDE – Mainframe)

All four printers must be able to create internal printer queues that can be used to control the flow or handling of documents in different ways by using a Queue Manager. For example, a print queue for Mainframe printing (LCDS), a queue to print jobs immediately, and/or a queue for jobs that need a large amount of special programming, including insertion of special pages, covers, stock paper, etc.

4.4 TRADE-IN EQUIPMENT:

4.4.1 City seeks offers for the purchase of its current high-speed network printers (the "Trade-in Equipment"). Interested buyers should inspect the Trade-in Equipment prior to making an offer for purchase. Inspections may be arranged by contacting Maria Castillo at maria.castillo@sanantonio.gov no later than November 13, 2020 before 3:00p.m. CT. All communications must be in accordance with section 008 Submission of Proposals, Restrictions on Communication.

4.4.2 The high-speed printers offered for trade-in or outright purchase are currently fully functional, and used on a daily basis to support the printing needs of various departments and offices of the City of San Antonio. The monthly preventative maintenance services have been completed in a timely manner.

TRADE-IN EQUIPMENT/PRINTERS: Equipment Specifications:

(a) Trade-In Printer # 1 - High Speed Black and White Network Printer: Konica Minolta Bizhub 1250

Estimated Clicks up through February 05, 2021: 10,700,000

Feature	Capability of Proposed Printer
Copies per minute	125 Impressions/Copies Per Minute
Paper Drawers	6 Drawer
Main Tray Sheet Requirements	3 Trays@ 4,000 sheets
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 14.33 x 18.5
Paper Weight at Full Speed	16 lb. Bond up to 150 lb. Index all cassettes
Paper Features	Linking Paper Drawers
Production Capacity	Up to 3 million copies per month
Inserts	Tabs Plain Paper Pre-Printed Tabs
Binding	Ability to use cover stock Machine must be able to bind, Saddle Stitch 8.5 x 11, 11 x 17 Staple up to 80 sheets
Stacker	1 - 5000 Sheet Paper Stacker

(b) Trade-In Printer # 2 - High Speed Black and White Network Printer – Konica Minolta Bizhub 1250

Estimated Clicks up through February 05, 2021: 7,200,000

Feature	Capability of Proposed Printer
Copies per minute	125 Impressions/Copies Per Minute
Paper Drawers	3 Drawer
Main Tray Sheet Requirements	3 Trays@ 4,000 sheets
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 14.33 x 18.5
Paper Weight at Full Speed	16 lb. Bond up to 150 lb. Index all cassettes
Paper Features	Linking Paper Drawers
Production Capacity	Up to 3 million copies per month
Inserts	Tabs Plain Paper Pre-Printed Tabs
Binding	Ability to use cover stock Machine must be able to bind, Saddle Stitch 8.5 x 11, 11 x 17 Staple up to 80 sheets
Stacker	1 – 5000 Sheet Paper Stacker

(c) Trade-In Printer # 3 - High Speed Commercial Digital Color Network Printer – Konica Minolta C1085

Estimated Clicks up through February 05, 2021: 5,900,000

Feature	Capability of Proposed Printer
Copies per minute	85 Full Color Copies per Minute –no speed reduction based on paper weight
Paper Drawers	5 Drawers
Main Tray Sheet Requirements	5 Trays @ 6000 sheets
Paper Sizes	8.5 x 11 8.5 x 14 11 x 17 13 x 19.2
Paper Weight at Full Speed	16 lb. Bond up to 100 lb. Cover, max up to 300gsm / 170 lb. Index
Paper Features	Linking Paper Drawers
Production Capacity	Up to 750,000 impressions per month
Inserts	Tab Plain Paper Pre-Printed Tabs
Binding	Ability to use cover stock Machine must be able to bind Staple up to 80 pages
Stacker	1 – 5000 Sheet Paper Stacker

4.4.3 TRADE-IN EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY’S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

4.4.4 City reserves the right to retain any trade-in unit and accept equipment offered by Vendor based on price quotations for the new equipment only, without consideration for trade-in values offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City. Bids for outright purchase of trade-in equipment will also be considered.

4.4.5 Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer's own expense. Buyer shall coordinate the removal with City. In no circumstances shall Trade-in Equipment be removed if to do so would leave City without fully operational replacement Equipment.

4.4.6 Buyer shall provide full payment for the outright purchase of Trade-in Equipment (as opposed to a credit toward an actual trade in on new equipment) in the form of a cashier's check or money order

(instrument) in the amount of 100% of the total price offered by bidder, if awarded by City. Instrument shall be made payable to the City of San Antonio and delivered to: City Of San Antonio, Finance Department – Attention: Haley Smith, PO Box 839966, San Antonio, TX 78283

4.4.7 In no circumstances shall Trade-in Equipment be removed if to do so would leave City without fully operational replacement Equipment. Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer’s own expense. City shall be permitted to continue use of Trade-in Equipment until new equipment is installed at no cost to City.

4.4.8 In the event a Trade-in unit becomes damaged by accident or neglect, the City reserves the right to retain the Trade-in and cancel the sale or perform necessary repairs. Bidders will be required to pick up Trade-in units within 7 days of notification of their availability. Buyer shall coordinate the removal with City.

4.5 DEMONSTRATIONS:

The City may request, from selected vendors, a demonstration of proposed equipment during the evaluation process prior to contract award. The City is under no obligation to demo all products proposed by vendors. If a demonstration is required, the Procurement Specialist listed on the Cover Page will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of 5 working days to provide a location for the demonstration. The location must be within Bexar County, Texas. The vendor shall make the equipment available for City’s inspection for a minimum of 5 working days. City will schedule the date(s) for the inspection with Vendor. Vendor and City staff must abide by any social distancing protocols established by the CDC and facemasks/coverings must be worn.

005 SCHEDULE OF EVENTS

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

RFCSP Release	Friday, October 30, 2020
Pre-Submittal Conference	Friday, November 6, 2020 at 4:00PM Central Time, via Webex ONLY
Final Questions Accepted	Friday, November 20, 2020; 2:00p.m. Central Time
Proposal Due	Tuesday, December 8, 2020; 2:00p.m. Central Time – Electronic SAEPS Submissions Only

006 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled for November 6, 2020 at 4:00p.m. Central Time. This conference will be conducted via WebEx only. Respondents are encouraged to prepare and submit their questions in writing three (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. Pre-Submittal Conference participation is optional, but highly encouraged.

Prospective respondents may join the Webex using the following instructions:

WebEx Call-in San Antonio: 1-415-655-0001 US Toll

Meeting number (access code): 133 633 6550

Meeting password: dCt28wnu9Xu

Respondents who join the WebEx Pre-Submittal Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.

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. **Respondents are encouraged to resubmit their questions in writing, to the City Staff Contact person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.**

007 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.

Submit **one (1) COMPLETE ELECTRONIC COPY** of your proposal through the San Antonio e-Procurement System (SAePS). **ONLY ELECTRONIC SUBMISSIONS THROUGH SAEPS WILL BE ACCEPTED.**

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND AND QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSAL PLAN. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

PRICE SCHEDULE. Use the Pricing Schedule that is 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/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

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.

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 its 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 subcontractors, if any.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP). Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Complete, sign and submit the Veteran-Owned Small Business Program Tracking Form found in this RFCSP as Attachment E.

CERTIFICATE OF INTERESTED PARTIES (Form 1295). (Respondent must complete, sign and submit as Attachment F.)

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

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

CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN FORM. Complete, sign and submit the Utilization Plan form found in this RFCSP as Attachment H.

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

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.

EVALUATION CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications (30 points)

Proposed Solution (40 points)

Pricing (20 points)

SBE Prime Contract Program – 10 pts.

Certified SBE firms (see *Small Business Enterprise* definition) 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 points.

008 SUBMISSION OF PROPOSALS

Proposals **must** be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS THROUGH SAEPS WILL BE ACCEPTED.**

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. **PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Proposals must be received through the portal no later than **2:00 P.M., Central Time, on December 8, 2020**. Any proposal or modification received after this time on that date shall not be considered. Respondents should note that submission through the portal **MUST be completed** in a timely manner. Therefore, Respondents should strive for early submission to avoid any issues or cause delay in uploading proposal responses as RFX WILL close at due date and time. No exceptions.

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Electronic Proposal Equals Original. City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Proposal Format. Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layout. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and **each section and attachment must be indexed as in the Table of Contents page.** For electronic submissions, each separate section should be attached as a separate file.

Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Forms Requiring Signatures.

Signature Page. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. If submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

Respondents are cautioned that they are responsible for the security of their log-on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened, or short hand names will be accepted in place of the full, true, and correct legal name of the entity.

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 A, Part 2.

If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

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

Sections:

Venue, Jurisdiction and Arbitration
Indemnification
Insurance Requirements

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

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

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

Restrictions on Communication.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 2:00 p.m. Central Time, November 20, 2020. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Staff Contact Person:

Maria Castillo, Procurement Specialist, II
City of San Antonio, Finance Department – Purchasing Division
maria.castillo@sanantonio.gov

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent’s response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City’s request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. 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.

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Trevino@sanantonio.gov. Respondents and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of proposals. Contacting her or her office

regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic bids.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date, and a review of the solicitation process.

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.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected. Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly by reading the names of the Respondents aloud through WebEx at 2:30p.m., CT on Tuesday, December 8, 2020.

Join by phone: 1-415-655-0001

Meeting number (access code): 177 672 0896

Meeting password: FbYeXjhe957

However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or (ii) 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<https://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

009 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

010 ACCEPTANCE CRITERIA

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

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

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

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

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

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

011 SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or **January 14, 2021**, whichever is later. A purchase of equipment awarded through this contract shall include monthly maintenance, and support for a term of 36 months, beginning on the date of acceptance of the Equipment. Acceptance will be provided in writing.

Renewals. At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional, one (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council.

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division which shall be clearly labeled "**RFCSP 21-008, RFX 6100013335 CITY TOWER PRINTERS FOR THE PRINT SHOP**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable

endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

F) Vendor 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 insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

H) In addition to any other remedies the City may have upon Vendor'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 Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

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

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

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

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.

Interlocal Participation.

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

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

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

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

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A, Part One – General Information Form
- Attachment A, Part Two – Experience, Background, and Qualifications
- Attachment A, Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Veteran-Owned Small Business Preference Program Tracking Form
- Attachment F – Certificate of Interested Parties 1295 Form
- Attachment G – Signature Page
- Attachment H – Subcontractor/Supplier Utilization Plan
- Attachment I – Proposal Checklist

012 General Terms & Conditions

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order prior to incurring any costs for which City may be liable.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Invoice Submissions. City requires all **original**, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov.

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number, Vendor name, Vendor dba name, address, remit address for payment, unique invoice number, and invoice date (of issue by Vendor). Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

Changes that do not involve an increase in contract price may be made by the Director.

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, 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 VENDOR 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. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Intellectual Property. 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:

1. 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
2. Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and
3. 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.

Ownership of Documents 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.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous solicitation or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

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.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Non-discrimination.

As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance.

As part of such compliance, Vendor 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 Vendor retaliate against any person for reporting instances of such discrimination. Vendor 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. Vendor 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 Vendor 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. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

Venue, Jurisdiction and Arbitration. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made to be performed in Bexar County, Texas and is governed by the laws of the State of Texas. 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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's

hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

013 STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director - the Director of City’s Finance Department, or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term “offer” is synonymous with the terms “bid” and “proposal”.

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a meeting during which proposal responses are opened publicly by reading the names of the respondents aloud online through WebEx.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) - a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

014 RFCSP EXHIBITS

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) LANGUAGE

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 2

ADMINISTRATIVE DIRECTIVE 7.4a ACCEPTABLE USE OF INFORMATION TECHNOLOGY

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 3

ADMINISTRATIVE DIRECTIVE 7.8d ACCESS CONTROL

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 4

ADMINISTRATIVE DIRECTIVE 7.3a COSA DATA SECURITY

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 5
COSA TECHNOLOGY STANDARDS 2019
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 6
NON-CITY EMPLOYEE PROVISIONING GUIDE

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 7

**CITY OF SAN ANTONIO INFORMATION TECHNOLOGY SERVICES DEPARTMENT TESTING
POLICY VERSION 1.5**

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 8

**CITY OF SAN ANTONIO INFORMATION TECHNOLOGY SERVICES DEPARTMENT TESTING
STRATEGY VERSION 1.0**

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 9
CITY TOWER PRINT SHOP LEGEND
ATTACHED AS A SEPERATE DOCUMENT

015 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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) reference letters from three (3) separate organizations/companies/firms, 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. In addition, ***please provide the contact information below of the references you have submitted.***

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

REVISED

RFCSP ATTACHMENT A, PART TWO

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. Length of time in business performing these types of services:
2. Length of time in business performing these types of services for municipalities or similar sized organizations, if any:
3. Fully describe your company and experience as it relates to the following:
 - a. History of successful and stable company operation for a period of at least three (3) years.
 - b. History of past relations or agreements with the City.
 - c. History of past relations or agreements with other governmental entities.
4. Describe Contractor's experience relevant to the Scope of Services in this RFCSP, to include the following:
 - a. Indicate the number of years Contractor has provided similar services as defined in this RFCSP.
 - b. List and describe relevant contracts of similar size and scope performed over the past five (5) years.
 - c. List any accounts in which Contractor is a majority provider, but does not have a contract
 - d. Indicate the number of labor disputes within the past five (5) years in which the Contractor's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - e. Indicate the type of services previously provided (i.e. custodial and/or supplemental conversion/labor)
5. List other resources, including total number of staff, number and location of offices available to support this project.
6. If Contractor is bidding 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 venture, and/or sub-contractors have worked together in the past.
 - a. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever failed to receive a contract extension or award for eligible phase work within the past ten (10) years. If yes, provide the firm name and a brief explanation.

7. Identify the number, type (i.e. professional, technician, para-professional, administrative), title, residency, professional qualifications (including education, experience, licenses, certifications, registrations, associations), duties/responsibilities, and amount of time of key staff to be devoted and/or assigned to this Agreement, and relevant experience on contracts of similar size and scope. Include the following:
 - a. Principal(s) in Charge
 - b. Team Supervisor(s)
 - c. Team Members
8. List other resources available including number and types of equipment available to support this project.
9. Include with bid a complete organizational chart for Services to be performed in association with this RFCSP. Contractor shall include all sub-contractors, unions, and staffing agencies as well.
10. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Contractor's qualifications.
11. Indicate Contractor's availability. Include any present commitments that may conflict with Contractor's ability to begin immediately.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit responses to address the following items.

Vendor shall provide at time of bid, a detailed, narrative response to each requirement outlined below. At minimum, the requirements shall include, but are not limited to the Operational, Management and Quality Assurance Plan detailing all operating, management and quality assurance procedures to successfully perform the Scope of Services.

Failure to provide a narrative response may result in vital information not being considered when reviewing the proposal.

1. **DAYS AND HOURS OF OPERATION:** Describe in detail the regular days and hours of operation using Central Time in which Vendor shall provide Services to high-speed network printers for the City of San Antonio. Also, indicate the plan to provide Services outside regular days and hours of operation.
2. **TRADE-IN REMOVAL PLAN:** Vendor shall provide a detailed and comprehensive replacement plan as requested in Section 004.
3. **MANAGEMENT PLAN:** Vendor shall provide a detailed plan for managing the issued print shop high-speed network printers, including:
 - a. Loaner program for devices out of commission for longer than five working days.
 - b. Plans for regular meetings between City and Contractor.
 - c. Assurances that Services will be provided consistently per Operating, Management and Quality Assurance Plan.
 - d. Provides for Vendor accountability and financial and contractual deductions for violations of Agreement or Operational, Management and Quality Assurance Plan.
4. **QUALITY ASSURANCE/QUALITY CONTROL PLAN:** Describe in detail plan for quality control, problem resolution, and self-assessment. Describe what type of equipment/reporting system will be utilized. Will a qualified technician reside in the local area? What is the anticipated response time for qualified and equipped service technicians to respond to routine and emergency service calls both during and after normal business hours?
5. **EQUIPMENT MONITORING PLAN –** Describe in detail how Vendor will monitor the safety, efficiency and effectiveness of the City's high-speed network printers.
6. **EMERGENCY PLAN –** In the event of unforeseen circumstances, describe in detail how the Vendor will assist the City in mitigating and recovering damages to the high-speed network printers.

RFCSP ATTACHMENT B

PRICE SCHEDULEv3

POSTED AS A SEPARATE EXCEL DOCUMENT TO THIS RFCSP.

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Respondents must propose fixed prices for the items listed. Offers with price range will be deemed non-responsive.

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in this RFCSP.

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
VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

ATTACHED AS A SEPERATE DOCUMENT

RFCSP ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFCSP ATTACHMENT G

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 within the RFCSP.

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 General Information 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 should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT H
SBEDA UTILIZATION PLAN FORM
(ATTACHED AS A SEPARATE DOCUMENT)

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	
Executive Summary	
General Information Form RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule ^{v3} RFCSP Attachment B	
*Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment E	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment F	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment G	
*City of San Antonio Subcontractor/Supplier Utilization Plan Form Attachment H	
Proposal Checklist RFCSP Attachment I	
One COMPLETE ELECTRONIC COPY through City's SAEPS Portal ONLY	

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