

ORDINANCE

2020-06-04-0348

**APPROVING A CONTRACT WITH TRITECH ENTERPRISES, LLC, TO PROVIDE VEHICLE DIAGNOSTIC SOFTWARE AND TECHNICAL SUPPORT SERVICES FOR THE SOLID WASTE MANAGEMENT AND AVIATION DEPARTMENTS FOR A TOTAL COST OF \$281,904.85 OVER A FOUR-YEAR PERIOD. FUNDING IN THE AMOUNT OF \$99,490.00 IS AVAILABLE FROM THE FY 2020 FLEET SERVICES FUND AND IN THE AMOUNT OF \$27,025.65 FROM THE FY 2020 AIRPORT OPERATING AND MAINTENANCE FUND.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with vehicle diagnostic software and technical support services; and

**WHEREAS**, the software shall work as a standalone diagnostic tool or in conjunction with original equipment manufacturer applications on a broad range of heavy duty vehicles in a single application and will be used by the Fleet Divisions of the Solid Waste Management Department and Aviation Department; and

**WHEREAS**, one proposal response was received and evaluated; and

**WHEREAS**, staff recommends Trittech Enterprises, LLC, for award of this contract; and

**WHEREAS**, approval of this ordinance will authorize a one-year contract and include the option for the City to renew for three additional, one-year periods; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The proposal submitted by Trittech Enterprises, LLC, for vehicle diagnostic software and technical support services for the Solid Waste Management Department and Aviation Department for a total cost of \$281,904.85 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding for this ordinance in the amount of \$99,490.00 is available in Fund 77003000, multiple Solid Waste Cost Centers and General Ledger Account 5501055 as part of the Fiscal Year 2020 Budget adopted by City Council.


**SECTION 3.** Funding for this ordinance in the amount of \$27,025.65 is available in Fund 51001000, Cost Center 3305030008 and General Ledger Account 5709060 as part of the Fiscal Year 2020 Budget adopted by City Council.

**SECTION 4.** Payment is authorized to Trittech Enterprises, LLC, and should be encumbered with a purchase order. All expenditures will be in accordance with the Fiscal Year 2020 budget, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

**SECTION 5.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.


**SECTION 6.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED AND APPROVED this 4<sup>th</sup> day of June, 2020.**



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Tina Flores, Acting City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney



# City of San Antonio

City Council

June 04, 2020

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**Item: 9**

**File Number: 20-3164**

**Enactment Number:**

**2020-06-04-0348**

Ordinance approving a contract with Trittech Enterprises, LLC, to provide vehicle diagnostic software and technical support services for the Solid Waste Management and Aviation Departments for \$281,904.85 over a four year period. Funding in the amount of \$99,490.00 is available from the FY 2020 Fleet Services Fund and in the amount of \$27,025.65 from the FY 2020 Airport Operating and Maintenance Fund. Funding for subsequent fiscal years is subject to City Council approval of the annual budget and funds. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer]

Councilmember John Courage made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

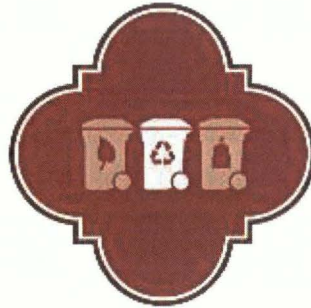
**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LC  
06/04/20  
Item No. 9

# **Exhibit I**

CITY OF SAN ANTONIO

SOLID WASTE MANAGEMENT DEPARTMENT



REQUEST FOR COMPETITIVE SEALED PROPOSAL

("RFCSP")

For

VEHICLE DIAGNOSTIC SOFTWARE AND TECHNICAL SUPPORT SERVICE

(RFCSP 20-024, Rfx # 6100012309)

**Release Date: February 14, 2020**

**Proposals Due: March 16, 2020**

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**RESTRICTIONS ON COMMUNICATIONS**

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.

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

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### 003 – BACKGROUND

The City of San Antonio ("City" or "COSA") seeks proposals from qualified respondents to provide Vehicle Diagnostic Software and Technical Support Service for use by the Solid Waste Management Department (SWMD), Fleet Division. The vehicle fleet is a diverse set of equipment that includes commercial/on-road, off-road, and non-self-propelled equipment such as regular vehicles, trucks, tractors, and utility vehicles using various fuel types. The vehicle fleet includes self-propelled rolling stock and non-self-propelled fleet assets such as construction equipment and trailers are currently in use by City. City's fleet will change as fleet assets are retired and acquired based on City usage standards. Other heavy and non-self-propelled fleet assets such as construction equipment and trailers may be added to the scope of service at a later date if City's fleet changes.

The City has many departments that provide services to citizens. Fleet asset counts within the Transportation and Capital Improvements, Solid Waste Management Department, Parks and Recreation, Development Services, and Health Department represent largest fleet users. The scope of this solicitation is for diagnostic software and technical support for approximately 1500 vehicles used by the different City departments. The software shall work as a standalone diagnostic tool or in conjunction with all OEM applications on a broad range of heavy duty vehicles in single application. Software will be installed on City owned Panasonic Toughbook.

### 004 SCOPE OF SERVICE

This Section outlines the scope of the project, including the software and support services. The City request the selected Vendor to not only provide the diagnostic software but to also implement technical support that will provide troubleshooting assistance.

Specifications:

#### 4.1. Software

4.1.1. The software shall work as a standalone diagnostic tool or in conjunction with all OEM applications on a broad range of medium and heavy duty vehicles in single application.

4.1.2. The software shall support all SAE J1587/J1708, J1939 and ISO 15765 messages.

4.1.3. The software shall display all active and inactive vehicle faults codes and key information for all components on the vehicle and gives the user the ability to clear individual or all faults.

4.1.4. The software shall come with diagnostic application that provides comprehensive coverage for heavy-duty engines, ABS, transmissions, chassis controls, and trailers (including tandem trailers).

4.1.5. The software shall be able to record data into log files for playback, view and chart engine parameters, print reports and launch OEM software and troubleshooting guides.

4.1.6. The software shall display key information about components on each databus using the Component List.

4.1.7. The software shall automatically connect to all available databuses so that the City may see data from all vehicle components.

4.1.8. The software shall display fault codes for all components on the databus.

4.1.9. The software shall provide databus utilization statistics on live connections.

4.1.10. The software shall automatically display all component parameters of interest in the Data Monitor. Sort or filter by component to limit the data displayed.

4.1.11. The software shall launch OEM component diagnostic applications in Fault Code Information, Component List, and Diagnostic Message screens.

4.1.12. The software shall read and offer coverage for on-highway class 3-8 vehicles.

4.1.13. The software shall include coverage on commercial vehicle flyer. The software shall offer bi-directional testing, actuations, calibrations, parameter resets, trouble-shooting guides by DTC and by symptom, wiring schematics, technical specifications.

4.1.14. The software shall include coverage on off-highway vehicle flyer. The software shall offer bi-directional testing, actuations, calibrations, parameter resets, trouble-shooting guides by DTC and by symptom, wiring schematics, technical specifications.

4.1.15. The software shall include coverage on agricultural vehicle flyer. The software shall offer bi-directional testing, actuations, calibrations, parameter resets, trouble-shooting guides by DTC and by symptom, wiring schematics, technical specifications.

4.1.16. The software shall be RP1210 compliant and have the ability to double as a pass thru in order to run a multitude of other software platforms through the same adapter.

4.1.17. The software shall have the ability to automatically create and permanently save all-inclusive diagnostic reports electronically via a cloud-based system, accessible in the software.

4.1.18. Vehicle inspection feature shall allow for the capture and report of repair order numbers, customer information and vehicle state through a check list and visual observation.

4.1.19. Awarded vendor shall provide webinars for training needed to use software (training cost shall be included on vendor response price).

## **4.2. Technical Support**

4.2.1. Vendor shall assist in diagnostic troubleshooting (by fault code and by symptom) and repairs on all makes of vehicles (on-highway, off-highway, ag).

4.2.2. Vendor shall provide unlimited access tech support (24/7/365).

4.2.3. Vendor shall assist in software utilization (navigation and troubleshooting) for all versions (including all manufacturer and after-market versions) of software being utilized in COSA shops.

4.2.4. Vendor shall provide additional manufacturer data upon request (i.e. repair manuals, wiring schematics, technical specifications, trouble-shooting procedures, service bulletins, labor times) for all makes of vehicles.

4.2.5. Vendor shall provide technical support provided by experienced and certified technicians. Vendor shall be able to provide certifications or verify experience with COSA equipment.

4.2.6. Vendor shall administer the initial download and set up on COSA laptops and monitor software license updates and renewals.

4.2.7. Vendor shall provide on-site and remote (online) training to COSA technicians for initial launch of the program and subsequent training sessions as needed.



4.2.8. Vendor technical support center shall be no more than 100 miles from all COSA locations in order to provide on-site training and support as needed or training needs to be provided via webinar.

4.2.9. Technical support agents must be experienced in engines, transmissions, ABS systems and hydraulic systems. Including but not limited to:

- Peterbilt Cab/Chassis/Electrical
- Freightliner Cab/Chassis/Electrical
- International Engine/Cab/Chassis/Electrical
- Mack/Volvo Engine/Cab/Chassis/Electrical
- Caterpillar Engine/Transmission/Cab/Chassis/Electrical
- Western Star Cab/Chassis/Electrical
- Kenworth Cab/Chassis/Electrical
- Ford Engine/Drivetrain/ABS/Cab/Chassis/Electrical
- Isuzu Engine/Drivetrain/ABS/Cab/Chassis/Electrical
- Hino Engine/Transmission/Cab/Chassis/Electrical
- Dodge Transmission/Cab/Chassis/Electrical
- GMC/Chevrolet Transmission/Cab/Chassis/Electrical
- Mitsubishi Engine/Transmission/Cab/Chassis/Electrical
- Sterling Cab/Chassis/Electrical
- Autocar Cab/Chassis/Electrical
- Thomas School Buses Cab/Chassis/Electrical
- Bluebird School Buses Cab/Chassis/Electrical
- Cummins Light Duty through Heavy Duty Engines
- Paccar MX Engines
- Detroit Engines
- Mercedes Engines
- Duramax Engines
- Eaton Transmission and Differential
- Allison Transmissions
- Rockwell Differential & Braking System
- Bendix Braking System
- Meritor Wabco ABS Systems
- Haldex ABS & Braking Systems
- Spicer Clutches & Drivetrains
- Caterpillar Off-Highway Engine/Transmission/Cab/Chassis/Electrical/Hydraulic
- Volvo Off-Highway Engine/Transmission/Cab/Chassis/Electrical/Hydraulic
- Komatsu Engine/Transmission/Cab/Chassis/Electrical/Hydraulic
- Kubota Engine/Transmission/Cab/Chassis/Electrical/Hydraulic
- John Deere Off-highway Engine/Transmission/Cab/Chassis/Electrical/Hydraulic

### 005 - SCHEDULE OF EVENTS

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

RFCSP Release	Friday, February 14, 2020
Pre-Submittal Conference	Thursday, February 20, 2020 at 2:00 PM. Central Time
Final Questions Accepted	Wednesday, February 26, 2020 at 2:00 PM. Central Time
Proposal Due	Monday, March 16, 2020 at 2:00 PM. Central Time

### **006 PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at the City of San Antonio's Solid Waste Management Department Administration Building, 4410 W. Piedras Drive, San Antonio, Texas 78228 at 2:00 p.m., Central Time, on Thursday, February 20, 2020. Respondents are encouraged to prepare and submit their questions in writing (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-877-226-9790  
Access Code: 4511640

This meeting place is accessible to disabled persons. The City of San Antonio, Solid Waste Management Department Conference Room is wheelchair accessible. The accessible entrance is located at 4410 W. Piedras Drive. Accessible parking spaces are located immediately in front of the Administration Building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

## 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.

Respondent shall submit one original hardcopy, signed in ink, and seven (7) hardcopies **WITH ONLY TABS and documents for the General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA OR VOSB TRACKING FORMS TO BE INCLUDED)** of the proposal and **one (1) compact disk (CD) and/or flash drive (USB)** containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"Vehicle Diagnostic Software and Technical Support Service", RFCSP 20-024, RFCSP 6100012309, on the front of the package.**

If 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.

**Respondent shall limit information regarding 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**

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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.

**PROPOSED 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.

**SBEDA UTILIZATION PLAN FORM** Complete and submit a SBEDA Utilization Plan Form found in this RFCSP as Attachment C

**\*CONTRACTS DISCLOSURE FORM.** Complete and submit a Contracts Disclosure Form with the proposal as RFCSP Attachment D.

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.
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 on the Title page of this RFCSP.

**LITIGATION DISCLOSURE FORM** Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment E. 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 their current insurance certificate.

**VETERAN-OWNED SMALL BUSINESS TRACKING FORM (VOSB)**. 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 HB Form 1295**. Respondent must complete, sign and submit HB Form 1295 as RFCSP Attachment G. You may download a copy of the form at the below 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 H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

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 by adoption of an Ordinance.

### **Evaluation criteria:**

- A. Experience, Background, Qualifications (35 points)**
- B. Proposed Plan (35 points)**
- C. Price (20 points)**
- D. SBEDA (Up to 10 points)**

### **SBE Prime Contract Program – 5 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 five **5** evaluation criteria points, **and**

### **M/WBE Prime Contract Program – 5 pts.**

Certified M/WBE firms (see *Minority/Women 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% M/WBE participation (Prime and/or Subcontractor) will receive five **5** evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

## **008 SUBMISSION OF PROPOSALS**

Proposals may be submitted electronically through the portal or in hard copy format.

### **Submission of Hard Copy Proposals.**

Respondent shall submit

- one (1) original **COMPLETE** proposal signed in ink;
- seven (7) hardcopies **WITH ONLY TABS and documents for the General Information Form; Experience, Background and Qualifications; Proposed Plan; etc. (NO PRICING, SBEDA OR VOSB TRACKING FORMS TO BE INCLUDED IN THE COPIES)**;
- and one (1) complete copy of the proposal on compact disk (CD) and/or flash drive (USB) containing an Adobe PDF version of the entire proposal, enclosed in a sealed package, clearly marked with "Vehicle Diagnostic Software and Technical Support Service RFCSP 20-024,

6100012309" and the due date for submission of proposals on the front of the package, addressed to the City Clerk at the address provided below.

**Respondent shall limit information regarding 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 in the City Clerk's Office no later than 2:00 P.M., Central Time, on March 16, 2020** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk  
Attn: RFCSP 20-024, 6100012309, Vehicle Diagnostic Software and Technical Support Service  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk  
c/o: Municipal Archives and Records Facility  
Attn: RFCSP 20-024, 6100012309, Vehicle Diagnostic Software and Technical Support Service  
719 South Santa Rosa  
San Antonio, Texas 78204-3114

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 Times. 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" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information may not exceed ten (10) pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** sections and attachments in the sequence listed in the RFCSP Section 007, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. 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. Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, 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 1.

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 and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

**Sections:**

- Venue, Jurisdiction and Arbitration
- Intellectual Property
- Undisclosed Features
- Ownership and Licenses
- Certifications
- Acceptance Criteria (if required)
- Indemnification
- Non-discrimination
- Interlocal Participation
- Insurance Requirements



**Exhibits:**  
City of San Antonio Technical Standards

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.

Travel and Related Expenses.

City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City.

Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120>

Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

The City has provided forms as examples to be used for reporting expenses for reimbursement in Exhibit 3. The City requires that receipts for expenses not covered by the per diem be attached to the reimbursement request forms for proper verification and processing. Forms Attached as Exhibit 3 are: 1) Personal Vehicle Mileage Record, and 2) Travel & Miscellaneous Expense Report. Customer may use their own forms for reporting travel expenses that provide the same information requested in the forms found in Exhibit 3.

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

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

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, on Wednesday, February 26, 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:

Jorge D Figueroa, Procurement Specialist III  
City of San Antonio, Finance Department, Purchasing Division  
[jorge.figueroa@sanantonio.gov](mailto:jorge.figueroa@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](mailto: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.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto: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, 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 variances 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. Written notice of withdrawal shall be provided to the Office of the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. Central Time on the day the proposals are due. Proposal openings are held at the Finance Department, Purchasing Division, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. 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 §176.006(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://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:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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.

If delivering by hand, deliver to: Office of the City Clerk, C/O Municipal Records Facility, 719 S. Santa Rosa, San Antonio, TX 78205.

**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

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible Respondent whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

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 delete items prior to the awarding of the contract, and purchase said items by other means.

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.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

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 BONDS**

This section left blank intentionally.

## 011 SOFTWARE ESCROW REQUIREMENTS

This section left blank intentionally.

## 012 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.



### 013 SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter whichever is later. This contract shall terminate on June 30, 2021.

Renewals. At City's option, this contract may be renewed under the same terms and conditions for an additional three (3), one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, 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.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 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> :  \$1,000,000.00 per occurrence; \$2,000,000.00 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	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

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

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

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

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

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

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

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

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

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

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

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

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 Competitive Sealed Proposal (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 – City of San Antonio Subcontractor/Supplier Utilization Plan Form
- Attachment D – Contracts Disclosure Form
- Attachment E – Litigation Disclosure Form
- Attachment F – Veteran-Owned Small Business Tracking Form
- Attachment G – Certificate of Interested Parties
- Attachment H – Signature Page
- Attachment I – Proposal Checklist

## 014 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](mailto: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.

Vendors may hand deliver original invoices, on white paper only to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4<sup>th</sup> Floor, San Antonio, Texas 78205.

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 bid 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. Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matter in question between City and Vendor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction. 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.**

## 015 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 public meeting during which proposal responses are opened and the names of respondents are read aloud.

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.

**016 RFCSP EXHIBITS**

**RFCSP EXHIBIT 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) LANGUAGE**

**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 2**

**ADMINISTRATIVE DIRECTIVE 7.4a ACCEPTABLE USE OF  
INFORMATION TECHNOLOGY**

**(ATTACHED AS A SEPARATE DOCUMENT)**



**RFCSP EXHIBIT 3**  
**ADMINISTRATIVE DIRECTIVE 7.8d ACCESS CONTROL**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 4**  
**ADMINISTRATIVE DIRECTIVE 7.3a DATA SECURITY**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 5**  
**COSA SECURITY STANDARDS 2019**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 6**  
**NON-CITY EMPLOYEE PROVISIONING GUIDE**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 7**  
**REIMBURSEMENT REPORTS**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 8**  
**COSA TESTING POLICY**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

**RFCSP EXHIBIT 9**  
**COSA TESTING STRATEGY**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

017 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?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

\_\_\_\_\_

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**11. Previous Contracts:**

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

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

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

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

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

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

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## REFERENCES

**Provide three (3) 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:** \_\_\_\_\_

## 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. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing *Vehicle Diagnostic Software and Technical Support Service*, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. List all Vehicle Diagnostic Software and Technical Support Service projects that the Respondent has completed in the last four years.
4. List all *Vehicle Diagnostic Software and Technical Support Service* projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
5. Describe Respondent's specific experience with public entity clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. Discuss Respondent experience working with construction or non-self-propelled equipment.
7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
8. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
  - Identify the number and professional qualifications (to include licenses, certifications, associations)
  - Identify relevant experience on projects of similar size and scope
  - State the primary work assignment and the percentage of time to be devoted to the project.
9. Additional Information. Identify any other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Respondent must provide a detailed, narrative response to the technical requirements as outlined below.

1. Provide a narrative detailing the functionality of all hardware, software and infrastructure requirements for your proposal.
2. Provide a narrative detailing the reporting capabilities and formats available for your solution.
3. Provide a narrative detailing the vehicle diagnostic features available for your solution.
4. Provide a narrative detailing dashboard alerts and/or notifications for your solution.
5. Explain the support and maintenance of the solution, for both software and hardware related issues, that will be provided.
6. Explain the technical support that will be provided.
7. Explain the training that will be provided.
8. The Respondent should describe the pricing structure of their product without providing the actual cost in this section. Are there any future costs for maintenance or subscriptions? Do not provide cost (provide cost in price schedule only). In this section only provide licensing and support cost structure.

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

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 below. Proposals with price range will be deemed non-responsive.**

**One-time items:**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity (a)</b>	<b>Price Each (b)</b>	<b>Extended Price (a x b)</b>
1	Hardware Link kit w/cables and protective case	10	\$	\$
2	Off-Road & Non-Self Propelled Cable Kit	10	\$	\$
3	Commercial/On-Road Vehicle Software License	10	\$	\$
4	Off-Road & Non-Self Propelled Software License	10	\$	\$

**Yearly Subscriptions:**

<b>Item</b>	<b>Description</b>	<b>Estimated Annual Quantity (a)</b>	<b>Estimated Number of Years (b)</b>	<b>Price per Year per subscription (c)</b>	<b>Extended Price (a x b x c)</b>
5	Commercial/On-Road Vehicle Annual Subscription	10	4	\$	\$
6	Off-Road & Non-Self Propelled Vehicle Annual Subscription	10	4	\$	\$
7	Online Support & Information Annual Subscription	10	4	\$	\$
8	Expert Technician Support Hotline Subscription	10	4	\$	\$

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

**RFCSP ATTACHMENT D**



## CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at  
<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. 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,
  - b. list of positions they hold as board members, and
  - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFCSP ATTACHMENT E**

**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 F**  
**VETERAN-OWNED SMALL BUSINESS TRACKING FORM**  
**(ATTACHED AS A SEPARATE DOCUMENT)**

## RFCSP ATTACHMENT G

### 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 H  
SIGNATURE PAGE**

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

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP.

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.

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 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	
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 RFCSP Attachment B	
*SBEDA UTILIZATION PLAN FORM RFCSP Attachment C	
*Contracts Disclosure Form RFCSP Attachment D	
Litigation Disclosure Form RFCSP Attachment E	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment F	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page RFCSP Attachment H	
Proposal Checklist RFCSP Attachment I	
One (1) Original, seven (7) Copies, and one (1) CD and/or flash-drive (USB) of entire proposal in PDF format.	

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



## ADDENDUM I

**SUBJECT:** Request for Competitive Sealed Proposals – Vehicle Diagnostic Software and Technical Support Service, (RFCSP 20-024; RFx 6100012309), Scheduled to Close: Monday, March 16, 2020; Date of Issue: February 14, 2020

**FROM:** Denise D. Gómez, C.P.M., CPPB  
Procurement Administrator

**DATE:** March 10, 2020

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

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

- 1.ADD: Pre-Submittal Sign in Sheet. This document will be posted as a separate file.
- 2.ADD: SBEDA Presentation. This document will be posted as a separate file.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH RFP SECTION 006, PRE-SUBMITTAL CONFERENCE:**

On February 20, 2020, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Vehicle Diagnostic Software and Technical Support Service Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the pre-submittal conference and/or in accordance with RFCSP Section 008 –Submission of Proposals, Restrictions on Communication. The City's official response to questions asked is as follows:

- Question 1: As requested on the Experience, Background and Qualifications, does the vendor need to list all of their current customers and their contact information?  
Response: Vendor needs to submit a list with similar projects completed in the last four (4) years and a list of any projects in progress as of the proposal due date. For each project listed, provide the target date of completion, in addition to the contact name, phone number, and email address for the project manager.
- Question 2: Can the City explain what is meant by "detailing the dashboard alerts and/or notifications? Is this relating to notifications or alerts that may pop up in the software? What alerts/notifications are expected?  
Response: Dashboard alerts are notifications or pops up on the screen when operating the software. During diagnostic operation, there may be alerts or notifications to follow a flow chart or an alert notifying that the vehicle being diagnosed is not compatible.
- Question 3: What is the expectation for the Executive Summary and how should it differ from the Proposed Plan and Experience/Background/Qualifications narratives?  
Response: The Executive 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. For the vendor response to the Experience, Background and Qualifications, vendor shall prepare and submit narrative responses to address the items on RFCSP Attachment A, Part Two. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Question 4: Should the (1) original and (7) hard copies response include every page of the bid including exhibits or only contain pertinent documents listed on pg. 58 "Proposal Checklist"?

Response: Please refer to section 007, Proposal Requirements.

Question 5: How long after the Proposal Due Date will the winner of the bid be announced?

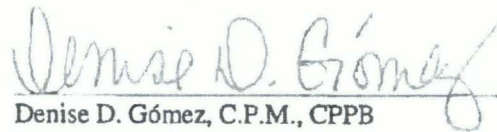
Response: After the procurement and evaluation process are complete, the City estimates that the contract will be presented to City Council for their approval early June 2020.

Question 6: Does the City pay for the entire contract upfront or on a yearly basis?

Response: The City will pay for the contract on a yearly basis as stipulated on RFCSP Attachment B Price Schedule.

Question 7: Is there a limit of pages for the vendor response?

Response: Please refer to section 008, Submission of Proposals, Proposal Format.



Denise D. Gómez, C.P.M., CPPB

Procurement Administrator

Finance Department – Purchasing Division



**INTEGRATION AGREEMENT  
FOR  
VEHICLE DIAGNOSTIC SOFTWARE AND TECHNICAL SUPPORT SERVICE**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO. 6100012309**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee, and **TRITECH Enterprises, LLC** (“TRITECH” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100012309, including all exhibits, attachments and addendums thereto (Exhibit A); and
- c. Vendor’s Proposal in response to RFCSP No. 6100012309 (Exhibit B).

**2.0 TERM**

- 2.1 Original Contract Term. After the effective date of the ordinance awarding the contract, this contract shall begin upon execution by all parties and terminate one year from the date of subscription activation.
- 2.2 Renewals. At City’s option, this Contract may be renewed under the same terms and conditions for three (3) additional, one (1) year periods. 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 therefor.
- 2.3 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 therefor.
- 2.4 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

### 3.0 PRICE SCHEDULE

- 3.1 Parties agree to update the estimated quantities for all items in RFSCP Attachment B, Price Schedule, by a quantity of one (1) at the unit prices stated therein.
- 3.2 In consideration of Vendor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Vendor in accordance with this Price Schedule, as amended and restated below, as total compensation:

**One-time items:**

Item	Description	Estimated Quantity (a)	Price Each (b)	Extended Price (a x b)
1	Hardware Link kit w/cables and protective case	11	\$1,222.20	\$13,444.20
2	Off-Road & Non-Self Propelled Cable Kit	11	\$955.45	\$10,509.95
3	Commercial/On-Road Vehicle Software License	11	\$3,918.80	\$43,106.80
4	Off-Road & Non-Self Propelled Software License	11	\$1,599.00	\$17,589.00

**Yearly Subscriptions:**

Item	Description	Estimated Annual Quantity (a)	Estimated Number of Years (b)	Price per Year per Subscription (c)	Extended Price (a x b x c)
5	Commercial/On-Road Vehicle Annual Subscription	11	4	\$1,285.25	\$56,551.00
6	Off-Road & Non-Self Propelled Vehicle Annual Subscription	11	4	\$669.30	\$29,449.20
7	Online Support & Information Annual Subscription	11	4	\$679.00	\$29,876.00
8	Expert Technician Support Hotline Subscription	11	4	\$2,199.00	\$96,756.00

- 3.3 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 have been provided for in this Article 3.0.

**4.0 ENTIRE AGREEMENT**

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**City of San Antonio**

**TRITECH Enterprises, LLC**

\_\_\_\_\_

\_\_\_\_\_ *Jacob Park* \_\_\_\_\_

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

Name:                     Jacob Park                    

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

Title:                     Technical Account Manager                    

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

Date:                     5/14/2020                    

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney



# Pre-K 4 SA FY 2021 Annual Operating Budget

June 4, 2020

| Dr. Sarah Baray

## Program Updates – COVID 19

# OPERATIONS UPDATE

## KEY DATES



Center-closure announced



Last Day of School



Education Centers closed for Summer



# SUPPORT TO CHILDREN AND FAMILIES



**3,304**  
PAGE VIEWS OF ONLINE RESOURCE CENTER



**42,125**  
INTERACTIONS WITH CHILDREN



**2,880**  
YOUTUBE VIEWS



**2,000+**  
FAMILY SUPPORT CALLS



**60**  
HOME VISITS



**50**  
IPADS DISTRIBUTED



# COMMUNITY SUPPORT



**7,000**

BOXES OF FOOD  
DISTRIBUTED TO PRE-K 4 SA  
FAMILIES



**470,000+**

POUNDS OF FOOD SORTED  
AT THE SAN ANTONIO  
FOOD BANK



**362**

TOTAL STAFF WHO  
SUPPORTED THE SAFB



**26,379**

TOTAL STAFF HOURS  
WORKED AT SAFB



# WHAT IS AHEAD THIS SUMMER?



- Summer Programming
  - ❖ Weekly Food Distributions
  - ❖ Socially-distanced family events
  - ❖ Special summer reading resources
- Special Edition of Quarterly Report
  - ❖ Summary of COVID-19 Response
  - ❖ Status of children and families
- Continued support for partner CDC's



# FALL REOPENING

## KEY DATES



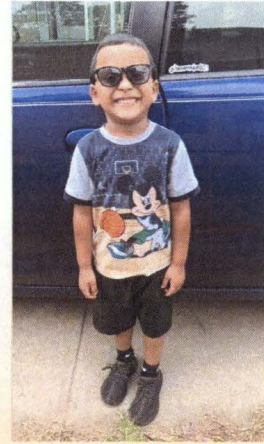
Teachers Return



First Day of School



Family Reunion



- Face-to-face and remote instruction options
- Buildings retrofitted to reduce contact
- Daily screening protocols in place



# REAUTHORIZATION - NOVEMBER 3, 2020

Milestone	Date
Council approves Pre-K 4 SA Reauthorization election	Thursday, February 13, 2020
Council moves election to November 3	Thursday, April 4, 2020
Voter Registration Deadline	Monday, October 5, 2020
First Day of Early Voting by Personal Appearance	Monday, October 19, 2020
Last Day to Apply for Ballot by Mail	Friday, October 23, 2020
Last Day of Early Voting by Personal Appearance	Friday, October 30, 2020
Last day to Receive Ballot by Mail	Tuesday, November 3, 2020
<b>Election Day</b>	<b>Tuesday, November 3, 2020</b>



## LEVERAGING OUR OPPORTUNITY: INCREASE QUALITY + EXPAND ACCESS



### PRE-K 4 SA EDUCATION CENTERS

- Demonstration sites
  - Innovation hubs
  - Family cafes
- 
- 1,500 Eligible
  - 500 MC



### SCHOOL DISTRICTS

- PL
  - Grants
  - Pre-K 4 SA Replication sites
- 
- 13,000 Eligible
  - 2,500 MC



### CDC

- PL
  - Grants
  - Pre-K 4 SA Replication sites
- 
- 5,500



### HOME BASED

- PL
  - Online Resource Center
  - Specialized Workshops
  - Virtual Classroom option
- 
- 2,000

**SUPPORTING ALL 25,000 FOUR YEAR OLDS IN SA**

# Pre-K 4 SA Budget Assumptions



## FY 2021 BUDGET ASSUMPTIONS



- We will experience a loss of \$4.2 million in sales tax revenue from FY20.
- We will continue to provide high-quality pre-k to 2,000 children in our Education Centers, but instructional format may vary.
- We will continue to support authentic family engagement.
- We will provide professional learning to improve early education throughout San Antonio.
- We will support high quality early childhood education through competitive grant awards.
- We will continue building capacity at Gardendale Elementary School, a Pre-K 4 SA replication site.



## SALES TAX REDUCTION



Projected Loss		
<b>FY 20</b>	(\$2,286,667)	-6.0%
<b>FY 21</b>	(\$4,217,855)	-11.8%

**Fiscal Year: July 1 – June 30**



## ADDITIONAL PROGRAMMATIC CONSIDERATIONS



1. Assess the effects of COVID-19 on Pre-K programs
  - More children likely to qualify
  - HB 3 funding may be reduced
  - ISDs may not ramp up as quickly
2. Reauthorization
  - \$900,000 included in FY 2021 Budget for November election
3. Prioritize services for children and families
4. Review capacity for Professional Learning and Grants



## 8-YEAR PROGRAM FINANCIAL FORECAST



IN MILLIONS

	Actual						Projected	
	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21
Beginning Balance	\$6.5	\$17.6	\$19.6	\$19.9	\$13.8	\$8.7	\$7.1	\$3.9
Revenues	32.6	37.0	38.5	40.2	42.0	44.1	40.9	38.1
Expenditures	<u>21.5</u>	<u>35.0</u>	<u>38.2</u>	<u>46.3</u>	<u>47.1</u>	<u>45.7</u>	<u>44.1</u>	<u>42.0</u>
Ending Balance	\$17.6	\$19.6	\$19.9	\$13.8	\$8.7	\$7.1	\$3.9	\$0.0

\*FY 2021 contains 12 months of sales tax revenue



## FY 2021 BUDGET PROCESS



- Board of Directors Budget Work Session: April 28, 2020
- Board of Directors Budget Adoption: May 19, 2020
- City Council Request for Approval: June 4, 2020



## FY 2021 Adopted Budget

## FY 2021 ADOPTED BUDGET



### FY 2021 REVENUE (IN MILLIONS)

Source of Revenue	FY 20 Adopted	FY 20 Estimate	FY 21 Adopted
Sales Tax	\$ 38,034,844	\$ 35,748,177	\$ 31,530,322
State/Local Match	4,296,600	3,300,505	4,309,248
USDA (Food)	1,499,123	828,495	1,482,021
Sliding Scale Tuition and other revenue	773,505	1,037,636	738,074
Fund Balance allocated	<u>3,043,176</u>	<u>3,161,836</u>	<u>3,952,517</u>
<b>Total Revenue</b>	<b>\$ 47,647,248</b>	<b>\$ 44,076,649</b>	<b>\$ 42,012,182</b>



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## FY 2021 ADOPTED BUDGET



### FY 2021 APPROPRIATIONS (IN MILLIONS)

Program	FY 20 Adopted	FY 21 Adopted	Variance %
Pre-K 4 SA Education Center Services	\$ 26,253,150	\$ 24,856,646	-5%
Transportation Services	815,335	500,000	-39%
Competitive Grants	4,769,741	3,260,406	-32%
Facilities, Leases, & Maintenance	6,562,980	6,820,408	4%
Professional Learning and Program Innovation	2,031,961	1,232,214	-39%
Enrollment/Attendance Services	769,446	566,921	-26%
Public Relations/Marketing	828,602	732,583	-12%
Administration	1,686,199	1,445,947	-14%
Other*	<u>3,929,834</u>	<u>2,597,057</u>	-34%
<b>Total Appropriations</b>	<b>\$ 47,647,248</b>	<b>\$ 42,012,182</b>	<b>-12%</b>

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\*Other includes Municipal Elections, Program Assessment, Sales Tax Collection Fees and transfers.

## FY 2021 ADOPTED PERSONNEL COMPLIMENT

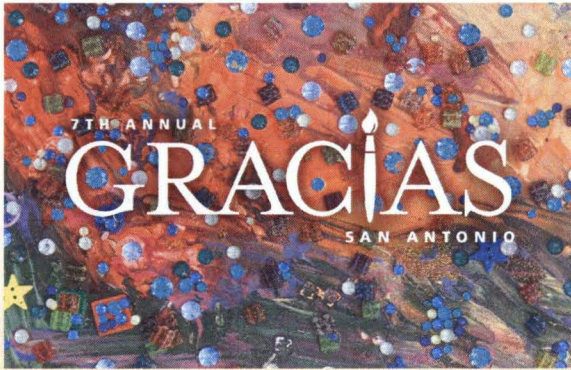


## RECOMMENDATION

Staff recommends that City Council approve the FY 2021 Annual Budget as recommended and adopted by the Pre-K 4 SA Board of Directors on May 19, 2020.



# QUESTIONS?



## **Live Online Auction**

May 22-June 7

## **Art piece pickup**

Beginning June 8

Visit this link to our online auction to view and bid on artwork created by Pre-K 4 SA students:

<https://www.32auctions.com/graciassanantonio2020>

All proceeds benefit St. Peter-St. Joseph Children's Home (St. PJ's)