

CITY OF SAN ANTONIO

METROPOLITAN HEALTH DISTRICT



REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

EHR REPLACEMENT

RFCSP 2017-092 / 6100009023

Release Date: MAY 25, 2017
Proposals Due: **JULY 10, 2017**

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003 BACKGROUND

San Antonio Metropolitan Health District (Metro Health) is the public health agency charged by State law, City code, and County resolution with the responsibility for providing public health programs in San Antonio and unincorporated areas of Bexar County.

The Mission is to provide leadership and services for San Antonio and Bexar County to prevent illness and injury, promote healthy behaviors, and protect against health hazards. Although Metro Health is a City/County organization, administrative control is under the City of San Antonio and Metro Health is operated as a City department. Services include:

- Health code enforcement
- Food inspections
- Immunizations
- Clinical services
- Environmental monitoring
- Disease control
- Health education
- Dental health
- Emergency preparedness

Metro Health is challenged by clinical software applications that do not support all program and business areas, provide insufficient functionality, do not adequately support medical billing for services rendered and fail to promote the extraction of management information. Currently Metro Health's clinical systems consist of several unintegrated custom-developed software applications. This environment creates challenges to medical billing, redundant functions and processes and difficulty sharing information across programs. Metro Health needs to replace their legacy clinical functionality, provide a platform for future improvements, and produce process efficiencies leveraging resulting solution. The implementation project will include the activities needed to integrate solutions and create the interfaces with remaining legacy applications.

Existing Systems and Manual Processes (the following systems and manual processes are to be replaced by the proposed EHR solution): San Antonio Immunization Repository System (SAIRS), Challenger Soft, and SmilesMaker. Additionally, the following programs are using a combination of manual and automated (Netsmart / Insight) PHI processing: the TB Clinic, STD Clinic, Immunizations, Diabetes, and Baby Café.

Number of Users:

MD's: 4

Nurse Practitioners: 3

Nurses: 20

Case Workers: 20 to 30 (Not Considered Providers)

Lab Technicians: 11 (Not considered Providers)

Number of Providers: NP, N, MD's = 27

Prescribers: MD's and NP's Only - 7

Clinicians: MD's and NP's Only - 7

Non-clinicians: the 173 response includes admin support and all other users who would access the system.

The EHR solution will be the City of San Antonio's Public Health integrated connection to the Texas Health Information Exchange (HIE) supporting a sector of the population historically underinsured or uninsured.

Meaningful Use Objectives: The proposed EHR solution must provide the following functionality to comply with meaningful Use objectives:

1. Secure storage and transmission of protected health information (PHI)
2. Clinical decision support
3. Computerized order entry
4. Electronic prescription orders and tracking

5. Coordination of care between providers
6. Improved access to health information
7. Patient specific education resources
8. Medication reconciliation
9. Patient electronic access
10. Public health reporting

004 SCOPE OF SERVICE

The purpose of this RFCSP is to solicit proposed solutions for software and services to meet City of San Antonio Metropolitan Health District (Metro Health) Electronic Health Record (EHR) needs. At a high level, Metro Health expects solutions to include functionality addressing unified patient registration, clinical program management, medical billing, regulatory reporting, appointment management and external data exchange.

Metro Health's primary opportunity is to have an integrated, centralized solution. It is our desire to select and move forward with a solution that will position us for the future. The EHR solution must be able to integrate well and be effectively managed by core Metro Health employees.

4.1 Goals and Objectives

Metro Health requires an Electronic Health Record (EHR) comprehensive software solution. The goal of this project will be to provide, install, and support a fully integrated software solution encompassing the business areas listed on the following pages. The software shall provide all of the functions necessary to improve the effectiveness of legacy systems.

Metro Health plans to start implementation as soon as contract negotiations are completed. The Implementation timeline is a critical success factor to comply with Stage 3 of Meaningful use. The EHR solution must allow Metro Health to attest to Stage 3 of Meaningful Use timeline as defined by the Center for Medicaid and Medicare (CMS).

The primary goal is to provide a replacement for existing Metro Health applications into an integrated solution which is certified HIPAA compliant. The solution shall be scalable for multiple programs; Metro Health is anticipating an increased quantity of records for retention. The EHR records will be incorporating 1.5 million immunization records from the current immunization database (SAIRS) and approximately 80,000 records from the existing EHR (Netsmart - Insight) into the EHR database. The number of system users will also increase from 73 current users to roughly 120 concurrent users, 60 are considered non-concurrent. The total concurrent and non-concurrent users are 180. The proposed EHR must integrate with existing health care systems in use by Metro Health. The proposed EHR must meet the following goals and objectives:

- 4.1.1 Patient Registration:** Metro Health seeks to replace its existing patient registration functionality, duplicated across several legacy clinical systems, with a single patient registration module that is capable of functioning as a Master Patient Index (MPI).
- 4.1.2 Clinic Program Management:** Metro Health seeks to replace several legacy clinical systems with functionality that supports various programs, operating at multiple physical locations. Future expansion must be fully supported, whether by inception of additional programs, transition to provision of Primary Care services, or both. Current programs include:
 - Sexual Health Clinic (STD and HIV)
 - Chest Clinic (Tuberculosis)
 - Immunizations
 - Tuberculosis Clinic
- 4.1.3 Medical Billing:** Metro Health seeks to maximize revenue by billing for clinical services wherever possible. Billing recipients include:
 - Medical insurance
 - Other third-party, such as union-provided, insurance
 - Medicare / Medicaid
 - Patient self-pay
 - Grant programs

Current Billing Process: 2 clinics are submitting an 837 file to a third party vendor who then processes the payment. One clinic is still using superbills which is manually entered by COSA employees and then submitted to a third party vendor for processing the payment (this clinic will start 837 electronic billing)

with the new system). Yes, the city will require EDI/clearinghouse software. The preference is for the new EHR vendor to provide RCM services. The City is currently using a clearinghouse, but will be open to clearinghouse options provided by the vendor. We have a total of three billable NPIs at this time.

- 4.1.4 Regulatory Reporting:** Metro Health is required to report clinical data, for example FPAR reporting for Family Planning.
- 4.1.5 Appointments Management:** Metro Health seeks to implement appointment management functionality, at program, clinic and provider level.
- 4.1.6 External Data Exchange:** Metro Health seeks the ability to exchange data with partner organizations, including:
- Primary Care / Specialist Care providers for patient referrals
 - State immunizations registry
 - External laboratories for lab orders and results
 - Health Information Exchange
 - Public Health disease surveillance databases
- 4.1.7 Increase Efficiencies:**
- Case management and electronic patient management (EPM)
 - Patient Access to health records
 - Chart Management/Electronic Patient Management (EPM) through a single customer record accessed on-line
 - Coordination of care, referrals and patient outcomes through a single customer record accessed on-line
 - Provide multiple clinicians concurrent access, regardless of location to the same patient data
 - Share critical information more efficiently
 - Expedite client referrals internally and externally
 - Improved Health records management by the reduction in handwriting-based errors through a single customer record accessed on-line
 - Billing/Revenue Cycle Management (RCM) including optimization of current billing for maximum return on claims, the development of new claim capabilities, and file reimbursement for claims for services
 - Disposition of data after it has met its retention requirements per the City of San Antonio Office of City Clerk approved Records Control schedules in the following HHSD areas of:
 - Disease Prevention Health Promotion
 - Community Services
 - Maternal Child and Adolescent Health (MCAH)
 - Director and Administrative Services
 - Environmental Health Services
 - Inventory Management
 - Availability of data for strategic public health planning and response
 - Preparedness response department wide
 - Uniform systems development and process improvements
- 4.1.8 Ensure Regulatory Compliance:** This integrated solution will ensure regulatory compliance with medical, legal and security protocols in the areas of:
- HIPAA Privacy Rule for individually identifiable health information held by covered entities and their business associates and providing patients' rights to that information
 - HIPAA Security Rule for administrative, physical, and technical safeguards for covered entities and business associates to use the confidentiality, integrity, and availability of electronic protected health information

- Patient access to health records with patient portal availability upon implementation of the system to the following:
 - Immunizations
 - Medications
 - Laboratory Report

4.1.9 Public Health Informatics: in the areas of surveillance, prevention, preparedness and health promo

- Data Analytics
- Business Intelligence
- Quality Assurance
- Continuous Quality Improvement (CQI)
- Including automating extraction, aggregation and integration of clinical, financial, administrative, patient experience and other relevant data
- Apply Business Intelligence and advanced analytics to organize and measure clinical, patient safety, cost and patient satisfaction processes and outcomes for Quality Assurance improving the future quality of care, increasing financial efficiency, and operational effectiveness, conducting innovative research and satisfying regulatory requirements

4.1.10 Case Management for:

- STD Treatment and STD Investigations
- TB Treatment and TB Investigations
- Maternal Health
- Dental Health

4.1.11 Clinic Mobility: a capacity for capturing Sexually Transmitted Disease and Tuberculosis field data for:

- Disease Intervention Specialist (DIS)
- Direct Observed Therapy (DOT)

4.1.12 Public Reporting

- The system must provide the capacity to submit required reports to State repositories (MAVEN) for
 - Tuberculosis
 - Sexually Transmitted
- The system must provide the capacity to submit required Immunization reports to a state registry (ImmTrac2)

4.1.13 Electronic Prescription Processing

- The system must provide the capability to electronically submit and track prescriptions to partner pharmacies

4.1.14 Data Exchange with:

- Texas Health and Human Services Commission (HHSC)
- ImmTrac - State Immunization Repository (ImmTrac2)
- DSHS State of Texas EMS Registry (MAVEN)
- The system must provide the capacity to integrate with the local Health Information Exchange (HIE) - Healthcare Access San Antonio (HASA)

4.1.15 Enhance EHR System Functionality

- Eligibility screening and alerting for referral opportunities
- Population Health Management through proactive application of strategies and interventions to defined groups of individuals across the continuum of care in an effort to improve the health of the individuals within the group at the lowest necessary cost.
- Data Analytics – ensure access to all system data:

- Including automating extraction, aggregation and integration of clinical, financial, administrative, patient experience and other relevant data
- Apply Business Intelligence and advanced analytics to organize and measure clinical, patient safety, cost and patient satisfaction processes and outcomes for Quality Assurance improving the future quality of care, increasing financial efficiency, and operational effectiveness, conducting innovative research and satisfying regulatory requirements
- Data compilation for budget reporting, grant writing efforts and employee evaluation
- The system must be able to release patient records. The system must track each records release and track: capture date, purpose, release to, and the format of the release. Need to be able to generate a report that shows all medical records released and the person performing the release
- Data compilation for budget reporting, grant writing efforts and employee evaluation
- The new system needs to address the modules needed to serve case management, Dental and Maternal Health

4.1.16 Reduce Operating Costs: *This integrated solution will provide a reduction in operating costs in the areas of:*

- Replacement of a paper-based business processes
- Reduction of administrative steps by streamlining operations and increasing productivity

4.2 Project Scope

Hardware & Operating Systems: Other than hardware associated with a proposed solution, Metro Health requests no hardware under this RFCSP; any server upgrades or purchases (including operating systems) will be performed under an additional procurement through San Antonio's Information Technology Services Department (ITSD). Metro Health will require the proposing vendor specify recommended hardware requirements.

4.3 Data Migration

This task describes activities performed to migrate/convert data from the Metro Health's legacy applications to the new System. It is expected that Vendor and Metro Health will perform visual and programmatic inspection of the data as appropriate.

Testing concepts will include balance totals, sampling, and both manual and programmatic inspection of data. It will likely include the process of Vendor validating a small data set and Metro Health validating a larger, but related data set.

Acceptance of the final conversion iteration will be contingent upon financial balances tallying between the migrated data and the legacy data. Vendor and Metro Health will collaborate to identify the instruments required to test balances. It is assumed that Metro Health will perform the data validation, with appropriate support and expertise provided by Vendor. As with other project deliverables, review and acceptance are expected to be completed within a timeframe agreed upon by both parties. There will be sufficient time allotted to ensure that the District can perform data validation, and that the results are adequate to proceed with project and production usage activities. Vendor, in a collaborative effort with Metro Health, will facilitate the analysis necessary to develop a Data Migration Plan. The Data Migration Plan will be version-controlled and updated whenever significant changes have been made.

4.4 Interfaces

The patient registration, clinical program management, Inventory management and medical billing applications are an essential part of the information and data interchange required at Metro Health. The limitations of current software make it difficult to achieve the level of integration required. The selected Proposer will be expected to work with our Information Technology Services Department employees to integrate the selected software with our core applications.

Metro Health currently uses a laboratory management system called StarLIMS. The software vendor is Abbott Informatics. The replacement EHR solution must provide an interface with StarLIMS to electronically order labs and to electronically receive lab results. This system is HL-7 compatible. The requirement for electronic Laboratory order entry is part of the Meaningful Use Objectives detailed in Section 003 of this RFCSP.

4.5 Application Integration

At a minimum, Metro Health must have current balances and sufficient historical data to allow full EHR utilization of the new solution. Metro Health will collaborate with the Proposer to determine the appropriate scope for data conversion needs and alternatives. Metro Health will be responsible for providing reasonably clean source data to the Proposer for conversion and for being knowledgeable regarding the legacy system. We do not require the selected Proposer to become an expert in the legacy data structures. Metro Health will provide knowledgeable resources to support the Proposer's staff as necessary to convert data from the legacy system to the target solution. In addition, Metro Health will have an active role in the conversion in order to further facilitate the knowledge transfer process to the new application. As with virtually all software implementation projects, data migration represents a significant effort and risk. While not intended to dictate a specific method, this represents the level of collaboration, accountability, and rigor that should be demonstrated.

4.6 Training

End-user, system administration, and report writing training, along with a thorough transfer of knowledge of system configuration and set-up, is desired and should be included in the response to this **RFCSP**. We prefer that the training be conducted at our facilities, but will entertain travel to another class-convening location if needed/recommended.

4.7 Implementation/Configuration/Consultation:

Metro Health is requesting full support in its implementation of the chosen solution. The following activities, as applicable to your proposed solution, should be included.

- Table and system set-up and configuration options.
- Fit-gap and best practices use of your solution.
- Security design and set-up.
- Configuration of interfaces with other applications.

4.8 Project Management and Support

Metro Health expects the selected Vendor to name an overall project manager for the project, provide onsite project management when needed, produce and maintain the overall project implementation plan and schedule and to coordinate directly with the assigned City Project Manager. Metro Health will also provide a project management team to coordinate internal resources, facilitate communication at all levels, facilitate decision-making, and provide oversight and auditing.

Other elements related to project support include:

- Bi-weekly Status reports
- Meeting facilitation, issue resolution, etc.
- Documentation of changes, required actions, decisions, etc.
- Management briefings
- Identification, mitigation planning, and research for any identified risks
- Support and participation in project communication activities
- Deployment and post go-live, on-site support

005 ADDITIONAL REQUIREMENTS

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

Sections:

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

Exhibits:

Insurance Requirements
Indemnification Requirements

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

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

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

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

Ownership and Licenses.

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

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

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

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

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

006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a one (1) year period. The City shall have the option to renew for an additional four (4), one (1) year periods without additional City Council approval.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at City of San Antonio Finance Department – Purchasing Department, Riverview Towers, 11th Floor, 111 Soledad, San Antonio, Texas 78205 at 1:00 p.m. Central Time, on Monday, June 5, 2017. Respondents are encouraged to prepare and submit their questions in writing 2 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The meeting location is wheelchair accessible. The accessible entrance is located at building's main entrance. Accessible parking spaces are located at the building's parking garage. 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.

A call-in number has been set up for the Pre-Submittal Conference. If you choose to dial in, please refer to the below contact information for participation in the conference.

WebEx Meeting number: 991 465 518

Local Access: (210) 207-9329

Toll-Free: 855-850-2672

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

008 PROPOSAL REQUIREMENTS

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

Respondent shall submit one original hardcopy, signed in ink, and six (6) hardcopies of the proposal and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "EHR Replacement", RFCSP 17-092; 6100009023 , 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.

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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 to include measurable performance goals for the scope performed.

RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment A, Part One.

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

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

REQUIREMENTS TRACEABILITY MATRIX. Complete and return as Attachment B.

*PRICE SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment C.

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

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

Instructions for completing the Contracts Disclosure form:

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

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

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment 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.

*VETERAN-OWNED SMALL BUSINESS PROGRAM (VOSBP) TRACKING FORM. Complete and return as Attachment F.

CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment G and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100009023). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

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.

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.

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

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

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

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) COMPLETE** original signed in ink and **six (6)** hard copies **WITH ONLY TABS and documents for Respondent Questionnaire; Experience, Background and Qualifications; Proposed Plan and Solution, etc. (NO PRICE SCHEDULE, SBEDA, and/or VETERAN-OWNED SMALL BUSINESS TRACKING FORMS TO BE INCLUDED in the 6 copies)** and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "EHR Replacement", RFCSP 17-092 / 6100009023, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the City Clerk's Office no later than **2:00 p.m., Central Time, on Monday, July 10, 2017** 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 17-092 / 6100009023 - EHR Replacement
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: RFCSP 17-092 / 6100009023 – EHR Replacement
100 Military Plaza, 1st Floor
City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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

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. 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 one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be 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.

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 One.

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

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

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

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

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

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

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

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

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

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

011 RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted for consideration as a City Council 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 awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m., Central Time, on Monday, June 26, 2017**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Eugene Skeete, Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
eugene.skeete@sanantonio.gov

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

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 proposal. Such additional information must be provided within two business days from City's request.

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

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

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 EVALUATION CRITERIA

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

Evaluation criteria:

- A. Experience, Background, Qualifications (45 points)**
- B. Proposed Plan and Solution (35 points)**
- C. Pricing (20 points)**

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

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

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

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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, City Hall, 1st floor, 100 Military Plaza, 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.

014 BONDS

This section left blank intentionally.

015 SOFTWARE ESCROW REQUIREMENT

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

016 ACCEPTANCE CRITERIA

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

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

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

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

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

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

017 TERMINATION

Termination Without Cause. Any Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay Respondent for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.

Termination For Cause. Upon written notice, either party may terminate the Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,

City's failure for a period of thirty (30) days to pay Respondent for service and/or materials under of this Agreement.

Defaults With Opportunity for Cure. Should Respondent default in the performance of the Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Respondent shall have thirty (30) calendar days after receipt of the written notice to cure such default. If Respondent fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate the Agreement in whole or in part as City deems appropriate, and to contract with Respondent to complete the work required in the Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against Respondent future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

Bankruptcy or selling substantially all of company's assets

Failing to perform or failing to comply with any covenant herein required

Performing unsatisfactorily.

Failure to meet acceptance test criteria approval on the third attempt.

Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Regardless of how the Agreement is terminated, Respondent shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Respondent, or provided to Respondent, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Respondent. Payment of compensation due or to become due to Respondent is conditioned upon delivery of all such documents, if requested.

Termination not sole remedy. In no event shall City's action of terminating the Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Respondent for any default hereunder or other action.

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 subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, Respondent shall be entitled to payment in full for all work which Respondent has performed in accordance with this Agreement and all equipment which Respondent has delivered to the City pursuant to this Agreement.

018 SCHEDULE OF EVENTS

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

RFCSP Release	Thursday, May 25, 2017
Pre-Submittal Conference	Monday, June 5, 2017 at 1:00 P.M. Central Time
Final Questions Accepted	Monday, June 26, 2017 at 2:00 P.M. Central Time
Proposal Due	Monday, July 10, 2017 at 2:00 P.M. Central Time

019 RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Commercial General Liability Insurance to include coverage for the following: 1. a. Premises/Operations 2. b. Products/Completed Operations 3. c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFCSP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

Optional Provisions:

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

RFCSP EXHIBIT 3

ESCROW AGREEMENT

Account Number _____

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

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

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

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

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

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

ARTICLE 1 -- DEPOSITS

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

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

1.3 Acceptance of Deposit. Custodian will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B. Depositor shall provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If Custodian determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Custodian will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Custodian will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Other than Custodian's inspection of the Deposit Materials, Custodian shall have no obligation to the accuracy, completeness, functionality, performance or non-performance of the Deposit Materials.

1.4 Depositor's Representations. Depositor represents as follows:

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

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

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

1.7 Verification. City shall have the right to cause a verification of any Deposit Materials once within the first 90 days after the end of the warranty period, and thereafter once in any 12-month period, at Depositor's expense,. City shall notify Depositor and Custodian of City's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials as well as to confirm that it compiles to the pertinent object code of the licensed software. If a verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian, or at City's election, an independent person or company selected by City who is reasonably acceptable to Depositor will perform the verification. The Depositor shall be responsible for all costs of the verification, including, without limitation, Custodian's fees associated with the verification, the costs incurred by Depositor relating to such verification (including, without limitation, travel and living expenses

for Depositor personnel required to assist with the verification and fees for the services of such personnel, at Depositor's standard daily rates, as applicable).

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

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

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

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

ARTICLE 3 -- RIGHT TO MAKE COPIES

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

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

ARTICLE 4 -- RELEASE OF DEPOSIT

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

a. Entry of an order for relief regarding Depositor under Title 11 (bankruptcy) of the United States Code, the making by Depositor of a general assignment for the benefit of its creditors, the appointment of a general receiver or trustee in bankruptcy of Depositor's business or property, or the commencement of similar proceedings under the bankruptcy, insolvency, liquidation or reorganization laws of any state or any other country or province (except that were entry of an order, appointment of a receiver or trustee in bankruptcy, or commencement of bankruptcy or insolvency proceedings is effected on an involuntary basis, then Depositor shall have 60 days to have such case or proceeding dismissed);

- b. Depositor's failure to continue to do business in the ordinary course;
- c. Any decision by Depositor to withdraw maintenance services in support of the Depositor software licensed by Depositor to City under the License Agreement;
- d. The occurrence of a material breach (*or a series of related breaches that collectively are material*) under the implementation, maintenance and support terms of the License Agreement, which Depositor fails to cure within thirty (30) days (or such longer period of time as may be reasonable under the circumstances) after written notice of such breach;
- e. The occurrence of any condition (*whether or not qualifying as a breach*) having a critical impact on necessary business functions (*such as a continuing loss of service or data*), which Depositor cannot or will not assure City will be corrected so to restore necessary business functions using all reasonable means, and the release of the Deposit Materials is reasonably believed to enable City to remedy such condition critically impacting City's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by City to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to City immediately upon Custodian's receipt of written notice of such Release Condition in which City shall explain why it believes the Deposit Materials will enable City to resolve such critical impact condition and why an immediate release is required, but City shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.

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

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

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

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

ARTICLE 5 -- TERM AND TERMINATION

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

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

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

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

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

ARTICLE 6 -- CUSTODIAN'S FEES

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

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

ARTICLE 7 -- LIABILITY AND DISPUTES

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

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

7.3 Limitation of Liability and Waiver of Consequential Damages.

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

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

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

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

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

ARTICLE 8 -- GENERAL PROVISIONS

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

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last

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

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

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

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

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

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

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

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

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

Depositor

By: _____

Name: _____

Title: _____

Date: _____

City

By: _____

Name: _____

Title: _____

Date: _____

Custodian

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

MATERIALS TO BE DEPOSITED

Account Number _____

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

Depositor

City of San Antonio

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT B

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Account Number _____

Product Name _____

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

DEPOSIT MATERIAL DESCRIPTION:

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

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

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

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

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

RFCSP EXHIBIT 4

INTERLOCAL PARTICIPATION

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

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

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

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

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

RFCSP EXHIBIT 5

NON-DISCRIMINATION

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

RFCSP EXHIBIT 6

CITY OF SAN ANTONIO (COSA) TECHNICAL STANDARDS

ATTACHED AS A SEPERATE DOCUMENT

020 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

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 services related to providing an electronic health records system, 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 electronic health records projects that the Respondent has completed in the last four years.
4. List all electronic health records 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. Provide the resume for the person you are proposing to manage this project, and for the primary technical consultant/analyst. The resumes should include relevant project experience, length of time he/she has been employed by your company, and education.
6. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
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 AND SOLUTION

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

1. Company Background and Overview

- 1.1. Provide your company information, as indicated below, for each software vendor, and each implementation vendor. Note: We do not desire information about report writer, database, operating system, or other "third-party" vendors that may provide base products. Address only the primary products and their related implementation vendors.

ITEM RESPONSE

Vendor Name	
Form of Company	
Doing-Business-As (DBA) Names	
Physical address, company headquarters	
State of incorporation if other than noted above	
Physical address, this project	
Website	
Point-of-contact (POC) name for this RFCSP	
Desk phone/voice-mail, POC	
Mobile phone, POC	
E-mail, POC	
Length of time in business	
Net revenue for previous five years (in US dollars). Include FY 2015, if available.	
Approximate percentage of gross revenue generated by implementation/licensing of proposed solution	
Total number of installed clients with the proposed software installed	
Number of public health clients with proposed solution (or similar) installed. Include population of associated metropolitan area for each organization	

- 1.2. For each primary software and implementation vendor, provide a copy of the last annual report. If an annual report is not published, provide copies of the current balance sheet and income statement covering the past 12 months.
- 1.3. Describe, in detail, your software licensing process and license options. Discuss how a "seat" is defined, and how you determine how many seats are required. What does each license actually provide? For modular systems, does each module require a unique license? Do you require re-purchasing of the licenses at any time in the future?
- 1.4. Include copies of your typical license and annual maintenance agreements.
- 1.5. If licensing is determined per workstation, do mobile devices such as smartphones and tablets count towards this licensing?
- 1.6. For concurrent licensing, when are the licenses released by the solution – when a workstation is idle, is locked, or only when the user signs out of the solution?
- 1.7. For each primary software and implementation vendor, characterize the company's financial health. For example, in terms of annual growth in revenue and client base over the past five (5) years.

- 1.8. For each primary software and implementation vendor, describe the company's primary business expertise. Include major industries served, and an outline of products and services provided.
- 1.9. Regarding the primary software applications included in the solution proposed, briefly describe the strategic direction and future plans you have for those products.
- 1.10. For each primary software and implementation vendor, provide details (client information, reason for default, date, outcome or current status) of any and all contracts terminated for default, or that were terminated prior to full contract completion in the past five (5) years. Termination is defined as notice to stop performance due to the Client's decision.
- 1.11. For each primary software application (i.e., do not address third-party reporting software or the database application) being proposed, explain your policy regarding retention of source code. Do you provide the source code? Provide escrow? Explain how the District's version of the source code is protected. If you have any special agreements that must be negotiated, please include copies.
- 1.12. As applicable to your proposed solution, describe what your company has done to protect and indemnify the organization from any "patent trolling" or other patent infringement litigation that may occur related to your solution.
- 1.13. Review Section 2 ("Notices and Future Contract") of this **RFCS** and list any objections, indicating the areas/items and description of the nature of the objection.

2. Technical Requirements Questionnaire

Instructions: In the following Section, please provide concise yet complete answers to each of the questions. If you choose not to respond to a question, please type "Not Applicable" and explain why you are not answering. You may compose your answers to encompass more than one question; however, if you do so, you must make it clear which questions are being addressed. You may include diagrams, examples, charts, etc., to answer the question. Please include the question number and text with your response. Any misrepresentation will result in disqualification or breach of contract.

- 2.1. Provide a technical overview of your solution by completing the tables below. Add rows/categories if needed. Specify the minimum server configuration required to run the proposed solution.

Operating system(s) with version number	
Minimum hard drive free space	
Minimum RAM	
Minimum processor and speed	

Specify the minimum workstation configuration required to run the proposed solution.

Operating system(s) with version number	
Minimum hard drive free space	
Minimum RAM	
Minimum processor and speed	

Specify the minimum network configuration required to run the proposed solution.

Network protocol	
Minimum capacity	
Minimum speed	

Specify your recommended relational database product.

Database	
Version number	

List all modules, primary application software, etc., proposed. Include any APIs, administrative modules, etc., that may be needed.

Module	Brief description/purpose

Specify any third party software or hardware products (including peripheral devices) that are required, other than database management software and operating systems (add lines, if necessary).

Product	
Version/Model/Description	

- 2.2. Does your solution use a single database for patient records, encounter records, appointments and billing? Also briefly describe the solution's architecture (Client/Server, ASP, SaaS, Hosted, etc.)
- 2.3. Is your solution ONC-ATCB certified for Meaningful Use? If so, provide the version and year of certification, and whether the solution was certified as Modular or Comprehensive.
- 2.4. If Modular, list all modules included in the proposed solution, their version numbers, and all technical specifications, requirements and dependencies for each module to operate fully with the "core" product. Are the modules necessary to meet each of the menu set objectives, or are they sold separately at an additional cost?
- 2.5. What resources are provided to support in-house report development? Include a discussion of third-party and custom software applications. Does your solution include a data dictionary or other similar end-user support tool? Provide a sample of the documentation that supports the creation of ad-hoc reports.
- 2.6. How does your solution provide the capability of adding, displaying, and maintaining user defined fields? How do application upgrades and patches automatically account for these fields so that they are not lost?
- 2.7. Apart from normal database back-up, identify the archival strategy within the application, especially for highly populated tables. How does your application meet the requirements of information retention? Can archived data still be readily accessed?
- 2.8. Describe how your solution creates an "audit trail" when data is changed. Include the types of data for which a trail is created, and what is recorded (user id, date, etc.) when the data is changed. Discuss how it can be varied/configured for different areas of the system.
- 2.9. Describe the security procedures for access to your solution. Does your solution accommodate single network sign-on from Windows networks? If it does not, does your solution periodically require users to change passwords?
- 2.10. Describe how your solution supports the administration of application security. Include how it is configured, how groups or roles are used, what actions can or cannot be taken for various settings, etc. How discretely can it be set (field, screen, etc.) and can access to reports be controlled?
- 2.11. Describe how the solution meets all HIPAA, HITECH and other security requirements
- 2.12. Describe the capability of configuring the appearance of screens in your solution, to include: deleting/hiding fields, moving fields, and changing the mandatory nature of "important" or "primary" fields (like work-order type, job type, etc.). How can your solution be configured to suppress functionality that does not apply to a public health agency? How are configuration changes sustained during upgrades?
- 2.13. Describe your solution's ability to roll-back transactions or provide recovery points.

- 2.14. On an ongoing basis, how many database administrators and software support personnel from the District are recommended to support your proposed solution in production?
- 2.15. Describe their specific roles/duties and anticipated allocation.
- 2.16. Describe how your solution provides full support for Windows OLE and OPC UA, including: attachment of standard object types; cut and paste capability from all data screens; cut and paste capability to all data fields. Also, indicate your solution's capability of exporting data to common desktop tools and formats (such as Excel, PDF, CSV and text).
- 2.17. Describe how your solution can be used to support geographically disparate work locations.
- 2.18. How do you address circumstances where a connection to the main server is not available? Are any modifications required? Are business processes impacted?
- 2.19. List all of the "important" client-configurable, administration features of your solution. Include any capability of configuring the appearance of screens (screen color, deleting/hiding fields, moving fields, and changing the mandatory nature of "important" or "primary" fields) as well as list configuration, pre-defined screen flows (navigation), bookmarks, etc.
- 2.20. Describe your record-locking features concerning updates. For example, if a person in one department is updating an employee's payroll record, and a person in another department wants to review the same employee's information, how does your system ensure that information is accurate at all times, or that a message is provided that update is in progress?
- 2.21. List and describe the standard application interfaces (APIs) available in your solution for use in configuring interfaces to/from primary software applications.
- 2.22. Describe the scalability of your product. Include a discussion of how performance changes, and where performance "bottlenecks" are typically encountered. Where in your project lifecycle is performance addressed and how do you ensure acceptable performance of your solution?
- 2.23. Describe the solution's ability to remotely access clinical data, using devices such as smartphones or tablets, and how these devices and data can be secured if a breach is suspected, or a device is lost.
- 2.24. Describe the solution's ability to allow a system administrator to terminate user connections or sessions, and/or lock out users (for upgrades, security breaches, employee termination, etc.)
- 2.25. Describe how clinical data is secured at all times and in all modules of the solution (such as password protection, SSL, data encryption at rest, data encryption in transmission)
- 2.26. Will your solution run in virtual environments? If so, identify the virtualization software required on the server (such as VMWare, XenApp, Hyper-V, etc.) If not, is the solution moving towards supporting virtualized environments, and when is this expected to be available?

3. Functional Requirements Questionnaire

Instructions: This section requires respondents to identify the features and functions supported by their product(s). Please answer as clearly and honestly as possible. Your answers will be used to evaluate your proposal, but will also be referenced in any resulting contract. Any misrepresentation of your application's capabilities will result in disqualification or breach of contract.

Please include the question number and text with your response.

- 3.1 Describe the reporting tools that are packaged with your solution and describe how the typical business need for ad-hoc reporting is supported. How are custom reports developed and shared (e.g., added to standard reports menu)?

- 3.2** Describe how navigation from screen-to-screen in your solution maintains context. By context, we mean the primary focus or subject of the task being performed (e.g., patient demographics, financial income details, insurance guarantor details, etc.). Also discuss the capability of having more than one session open at one time.
- 3.3** List all of the functional areas from **Attachment B** of this **RFCSP** that your software supports without modification. List additional functional areas (modules, options, etc.) that you offer that may be of interest to the District. **3.4** Describe the business intelligence tools packaged in your solution for the retrieval, analysis, and reporting of data. Include what types of data/information are available, how it is accessed, how the data is refreshed, and how it facilitates navigation from summary data to supporting detail.
- 3.4** List all the places in your solution where file linking, association or storage is supported. How are the files accessed? How are the files secured?
- 3.5** Describe your solution's ability to support various Nursing programs (Family Planning, Immunizations, Maternal/Child Health, STD, HIV, TB) without modification, identifying the screen displays and reports that are optimized for each Nursing program. Also discuss the capability of defining new Nursing programs within the solution, without requiring additional involvement of proposer.
- 3.6** Provide a list of standard reports (no customization) that the solution provides at Go-Live to meet all Meaningful Use, auditing and/or HIPAA requirements. Can these and other reports be output to PDF, CSV, Excel, or text formats?
- 3.7** Is Computerized Physician Order Entry (CPOE) part of the core product or a separate module?
- 3.8** Is CPOE customizable per provider or are templates available? Does the solution allow free text ordering?
- 3.9** Does the solution allow for custom Order Sets to be built?
- 3.10** Does the solution allow multiple result records to be mapped to a single Order record?
- 3.11** Does the solution provide the ability to cancel pending Orders? If so, does the solution generate an outbound cancellation message to 3rd-party systems?
- 3.12** Does the solution utilize ICD-10 coding? Are codes pre-loaded? Are future code updates applied by the District or by the Proposer?
- 3.13** Does the solution allow custom questions to be applied per Order? If so, briefly described how these questions are created and managed by the user. Can Order questions be configured as mandatory or optional?
- 3.14** Does the solution support recurring Orders? If so, briefly describe the recurring Order workflow.
- 3.15** Which 3rd –party labs and LIMS vendors currently interface “out of the box” with the solution's CPOE? Describe how the solution supports Orders for non-integrated / non-interfaced 3rd parties.
- 3.16** Is E-Prescribing part of the core product or a separate module?
- 3.17** Is E-Prescribing customizable per provider and/or at Clinic programs and District- level?
- 3.18** What are the E-Signature Requirements for E-Prescribing? What is required of the customer in order to set this up?
- 3.19** Which local or national pharmacies interface with the EHR? How are these updated and with what frequency?
- 3.20** Is there an extra expense required for local pharmacies to be set up for E-Prescribing? What is the rate per transmission? What form of transmission is required?
- 3.21** Is there a fax server incorporated in the EHR? If so, does it require a separate server? If not, are 3rd party vendor fax servers supported? Which vendors are supported?

- 3.22 Can Rx faxes be configured to use a separate fax queue from other faxed documents within the system? Is there a functional limit to the number of fax lines supported by the system? Can active faxes be cancelled during transmission by user or by system administrators?
- 3.23 What security settings are available in the product to govern who can E-Prescribe?
- 3.24 Are medication updates performed regularly? Which vendor(s) does the product support? Does it include Drug Contraindications, Interactions and Warnings?
- 3.25 Are reporting tools for E-Prescribing available?
- 3.26 Describe how new medications are displayed in the system if added by an MD, an APN and/or an RN.
- 3.27 Where is E-Prescription information housed in the EHR?
- 3.28 Describe the audit features for E-Prescribing. Does the system keep a running history of Rx renewal changes?

4. Future Support Questionnaire

Instructions: In the following section, please provide concise yet complete answers to each of the questions. If you choose not to respond to a question, please type "Not Applicable" and explain why you are not answering. You may compose your answers to encompass more than one question; however, if you do so, you must make it clear which questions are being addressed. Note: We do not desire information about ad hoc report tools, database, operating system, or other "third-party" proposers that may provide base products. You may include diagrams, examples, charts, etc., to answer the question. Please include the question number and text with your response.

- 4.1. Approximately how often are major software versions released? Patches and fixes? How do you inform your customers of the release? How do you provide that modifications/customizations made to licensed software are accommodated in the upgrades and patches? Please include a discussion of areas where additional cost (maintenance cost, not labor) could be incurred.
- 4.2. Who performs system upgrades and updates? What is the District's role? How is it decided to upgrade to the latest version of the software?
- 4.3. List and describe all means of providing the user with help. Include online help files, webbased support, paper documentation, context sensitive help, etc. How frequently is the documentation updated?
- 4.4. Describe all of the (technical and end-user/business) user groups, conferences and other support mechanisms that exist for your solution.
- 4.5. Provide a representative sample of your end-user documentation. How do you maintain and deploy the documentation from version-to-version?
- 4.6. How does your master license accommodate use of additional licenses to support nonproduction environments (training, test, development)? What additional cost would be incurred and what limitations are imposed?
- 4.7. Does your organization provide a single / team point of contact for our specific location or do support calls go to a general support team?
- 4.8. What is a typical service level agreement for routine, important and urgent issues/requests?
- 4.9. Do you provide on-site support on a routine basis?
- 4.10. In the event of an unscheduled downtime due to an issue at the vendor, what is the typical timeframe where the organization is back online?

4.11. How often does your system experience downtime? How do you handle downtimes?

5. Implementation and Management Approach Questionnaire

Instructions: In the following Section, please provide concise yet complete answers to each of the questions. If you choose not to respond to a question, please type "Not Applicable" and explain why you are not answering. You may compose your answers to encompass more than one question; however, if you do so, you must make it clear which questions are being addressed. You may include diagrams, examples, charts, etc., to answer the question. Please include the question number and text with your response. Any misrepresentation will result in disqualification or breach of contract.

- 5.1. How is your organization engaged during the implementation (regular site visits, workflow review/validation impacts of changes, support, conversion, assist with system set up, etc.)?
- 5.2. What is a typical implementation time line?
- 5.3. Describe how your implementation approach addresses "non-configuration" technical changes, such as might occur with code or table modification. Provide at least five (5) samples of documentation from previous projects representative of this approach.
- 5.4. Outline and describe the major testing approaches you use during the integration and implementation of your solution. What resources can be provided to the District to support user acceptance testing (scripts, test plans, etc.)?
- 5.5. Do you provide assistance with interface testing and additional integration should the District decide to add to the scope of the original project?
- 5.6. At a high level, outline and briefly describe your solution's integration/implementation process (method), from initial contract award and engagement, through deployment and hand-off to the client. Include configuration, training, conversion, etc.
- 5.7. Assuming a City Council award date in the fall of 2017 and a contract start date of December 1, 2017, provide a sample project schedule (timeline) that begins with initial contract award, and ends with deployment and acceptance of all software.
- 5.8. List other software solutions with which you have developed integration that you believe would benefit our organization. Describe your preferred approach for integrating your proposed solution with external applications.
- 5.9. Describe your company's approach to providing project team and end-user training. Where within the project lifecycle do you recommend training occur and for whom? How can one determine if it was successful?
- 5.10. Outline the process for configuring your software solution. Include a description of your approach for confirming that business process needs are addressed. Discuss both an "all encompassing" and "staggered group" approach. How are configuration changes and client decisions documented?
- 5.11. Describe your approach to successful data conversion and provide a representative sample of your data migration plan. Indicate major activities, project timing, and roles for both vendor and District. Where does your experience show that problems are likely to occur? How do you address balancing and validation of migrated data?
- 5.12. Describe your approach to creating custom interfaces, including the ones required by this **RFCS**. How are interfaces addressed by your regular maintenance agreement?
- 5.13. If your solution is selected, how many District employees (and of which skill sets) would be needed to support the implementation project? Indicate the level of allocation to the project assumed.
- 5.14. Describe how you will successfully ensure transfer of knowledge to technical employees.

- 5.15.** Describe your previous experience implementing the proposed solution in a public health organization. Indicate any unique considerations or challenges to anticipate. If your proposed solution is a partnership, respond for each partner.
- 5.16.** Describe the management process you use to control scope and cost during implementation. How do you propose to minimize cost/time over-runs? What are the three highest areas of risk? What project areas or activities are most likely to result in an overrun?
- 5.17.** Do you provide on-site Go-Live support? If so, what is the ratio of the ratio of your support staff to District providers? What is the ratio of your support staff to client support staff?

RFCSP ATTACHMENT B
REQUIREMENTS TRACEABILITY MATRIX
ATTACHED AS A SEPARATE EXCEL DOCUMENT.

RFCSP ATTACHMENT C

PRICE SCHEDULE

ATTACHED AS A SEPARATE EXCEL DOCUMENT.

RFCSP ATTACHMENT D
CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT 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 PROGRAM (VOSBP) TRACKING FORM

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

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

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

ATTACHED AS A SEPARATE DOCUMENT.

RFCSP ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The 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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100008913). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

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.

“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.

“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) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“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.

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/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

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

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

RFCSP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan and Solution RFCSP Attachment A, Part Three	
Requirements Traceability Matrix RFCSP Attachment B	
Price Schedule RFCSP Attachment C	
+Contracts Disclosure form RFCSP Attachment D	
Litigation Disclosure RFCSP Attachment E	
+Veteran-Owned Small Business Program (VOSBP) Tracking Form RFCSP Attachment F	
++Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Signature Page RFCSP Attachment H	
Proposal Checklist RFCSP Attachment I	
Financial Information - Dun and Bradstreet Financial Report	
One COMPLETE (1) Original, six (6) hard copies WITH ONLY TABS and documents for Respondent Questionnaire; Experience, Background and Qualifications; Proposed Plan and Solution, etc. (NO PRICE, SBEDA, and/or VOSB TO BE INCLUDED in the 6 copies) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	
Exceptions to Terms and Conditions or SOW Requirements	
+Signed Addendums, if applicable.	

+Documents marked with an "+" on this checklist require a signature.

++Certificate of Interested Parties (Form 1295) requires notarization.

Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.