

CITY OF SAN ANTONIO

PURCHASING DIVISION
FINANCE DEPARTMENT
ON BEHALF OF THE DEVELOPMENT SERVICES DEPARTMENT



REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

INSPECTOR ROUTE OPTIMIZATION

6100002909

Release Date: MAY 31, 2013

Proposals Due: JULY 12, 2013

Exhibit A

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[No table of contents entries found.]

003 BACKGROUND

The City of San Antonio Development Services Department (Department) seeks proposals for professional services and software needed to implement a Route Planning and Optimization solution for their inspection staff.

Desired Future State

The Development Services Department seeks a route planning solution that will take a list of scheduled inspections sent from the Hansen Permit system and provide an optimal vehicle route destination and navigation for inspectors to view and manage their daily inspections more efficiently. Inspections will be batched and updated from the Hansen Permit system. Ad hoc inspection updates will be sent as needed from Hansen. The system should be able to notify customers their place in queue and track both the inspector and vehicle locations. Management should be provided with a visible way to review and monitor inspector and vehicle performance in the field. Once the inspector drives to the inspection destination and completes the scheduled inspection, the results of the inspection will be updated directly in the Hansen Permit system by the inspector.

The solution goals are to optimize inspector routes, provide an accurate location display for each inspector, save fuel and vehicle maintenance costs by minimizing vehicle run-time and miles driven, provide automated notification to customers of their place in queue and/or the estimated time of arrival for each inspector, and help ensure inspector and vehicle accountability through a GPS tracking mechanism.

Development Services Department (DSD)

The Development Services Department is responsible for assisting customers through the development process. These processes include reviewing, permitting, inspecting and granting authority to develop land and occupy buildings within the City. More specifically, the department is responsible for subdivision mapping / parcel addressing, zoning administration, subdivision administration, building code administration, landscaping, tree preservation, sign regulation, and traffic reviews.

Inspections

The Inspection Sections are the primary field enforcement agency for all permitted construction activity on private and public property for construction outside of the public right-of-way. Inspections are performed in response to requests for inspections related to required building permits. As part of the overall development process, inspections are performed on various aspects of the building process to include building, electrical, mechanical, plumbing, signs, construction and trees.

Inspection Section Staff

There are approximately 75 inspectors assigned to perform inspections; 15 of those inspectors are supervisors. There are, 3 managers, 2 Assistant Directors, the Department Director and 1 person providing administrative oversight for the program. Supervisors need to see the location and schedule of their assigned workforce. Managers and department

leadership require the ability to see the location and schedule for all inspectors. Two people will be assigned administrator rights to assign teams, make changes to tracking and notification attributes, and maintain oversight.

Inspection Volumes

The table below lists the total number of inspections performed by inspection trade for Fiscal Year 2011, 2012 and for the first seven months of Fiscal Year 2013 (1 Oct 2012 through 30 April 2013). Each inspector completes an average of 12 inspections per day; however the number of inspections per inspector will vary based on staffing, inspection types, and construction activity.

TRADE	FY2011	FY2012	FY2013
Building Inspections	22,865	21,675	12,477
Electrical Inspections	32,244	34,304	20,480
Mechanical Inspections	23,634	21,444	11,257
Plumbing Inspections	49,574	49,098	28,969
Sign Inspections	860	1,244	1,241
Construction Inspections*	15,305		
Tree Inspections	4,035	4,777	3,250
TOTAL	128,317		

*Two months of construction data were not available—average of 1,177 inspections per month for two months were added to the FY11 total.

004.1 SCOPE OF SERVICE

The City desires to implement a best-practice process and solution that meets the business and technical requirements as defined in this document and corresponding attachments. The scope of work includes software and professional services necessary to install, configure, implement and train the route optimization technical solution being proposed.

Services will include:

- Professional Services
- Software
- System configuration
- Testing
- Training
- Support and Maintenance

004.2 BUSINESS REQUIREMENTS

A. Requirements

1. The system must provide an integrated solution that supports the business processes associated with inspector route planning, route optimization, driver and customer notification.
2. Provides a route optimization logistics tool that builds inspection queues and vehicle routing plans to help maximize inspector resource utilization and efficiency
3. Provide automated notifications
4. Provides web-based inspector tracking
5. Supports external system integration for real-time inspection uploads to create or adjust optimized routes accordingly
6. Provides mapping of inspector routes and inspection attributes
7. Provides mobile applications integration that natively support IOS, Android and Microsoft devices including smart phones, tablets and laptops
8. Complies with the Detailed Requirements
9. Complies with the Information Technology Environment Description standards
10. Provides Cost Proposal information

B. Vendor Hosted vs. City Hosted Solution Costs

Provide costs estimates and options for hosted and non-hosted solutions.

Vendor Hosted Solution - If Vendor hosted solution, in which users log on to the vendor's website, provide detailed breakdown of fee schedule (monthly charges, yearly charges, extra charges, etc.) in Price Schedule, RFCSP Attachment G. System must be available on a 24/7 basis.

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

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

C. Training and Costs

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

D. Maintenance and Support

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

1. Telephone support (include toll-free support, hours of operation, availability of - at a minimum - 12x5 hotline, etc.)
2. Delivery method for future upgrades and product enhancements including frequency of upgrades
3. Problem reporting and resolution procedures
4. Thresholds for support limitations
5. Bug fixes and patches
6. Performance tunings and incremental enhancement.
7. On-line support

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

E. Service Levels

Respondents must state their Service Level Agreements in the following areas; add any other SLAs that are included with your offering:

1. Site Availability (uptime with full functionality outside scheduled maintenance periods)
2. Maximum Scheduled Downtime (e.g. scheduled maintenance outages must not exceed 6 hours per quarter, and must not exceed 24 hours per year)
3. Page Load Time, excluding end user queries (e.g. page load time, for page requests that do not include end-user query conditions must be 5 seconds or less, 99.5% of the time.
4. Page Load Time, including end user queries (e.g. page load time, for page requests that include end-user query conditions must be 15 seconds or less, 99.5% of the time
5. Support Request Acknowledgement Time (time to acknowledge receipt of a support request)
6. Support Request Mean Time to Resolution

F. Third Party Products / Options Software

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

G. Ability to Scale

In the future, the City may choose to expand, by amendment or other procurement process, the use of the Automated Route Planning and Optimization System to other City Departments that have field worker route planning functions. Scaling this system will include both customer-scheduled and system generated inspections across multiple City agencies and multiple technology systems. While the City is not seeking a proposal or cost schedules for a Citywide system from the Respondent, the City requires that respondents include a discussion of the scalability of their system to gain an understanding of the lift it would take to expand the infrastructure to incorporate a larger system across multiple departments and disciplines. The scalability of the System is therefore important to the City and will be evaluated as criteria for vendor selection.

For information purposes only, additional capabilities required under a City-wide solution might include, but are not limited to, the following:

1. Volume
 - a. The City performs over 400,000 inspections annually
2. Multi-department Coordination.
 - a. Multi-department/task force inspection route planning
 - b. Solutions to multiple departments/units with different priorities
3. Integration to additional technology systems other than the Development Services Hansen Permit system
4. Conflict Resolution
 - a. Advise when multiple inspection types are being scheduled for a single building to streamline to a single inspection appointment

By way of example only, City departments that could be incorporated under expansion include but are not limited to:

1. Metro Health
2. Solid Waste Management
3. Development Services- Code Compliance

Citywide expansion, if any, would require integration with a number of additional technology systems

004.3 TECHNICAL REQUIREMENTS

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

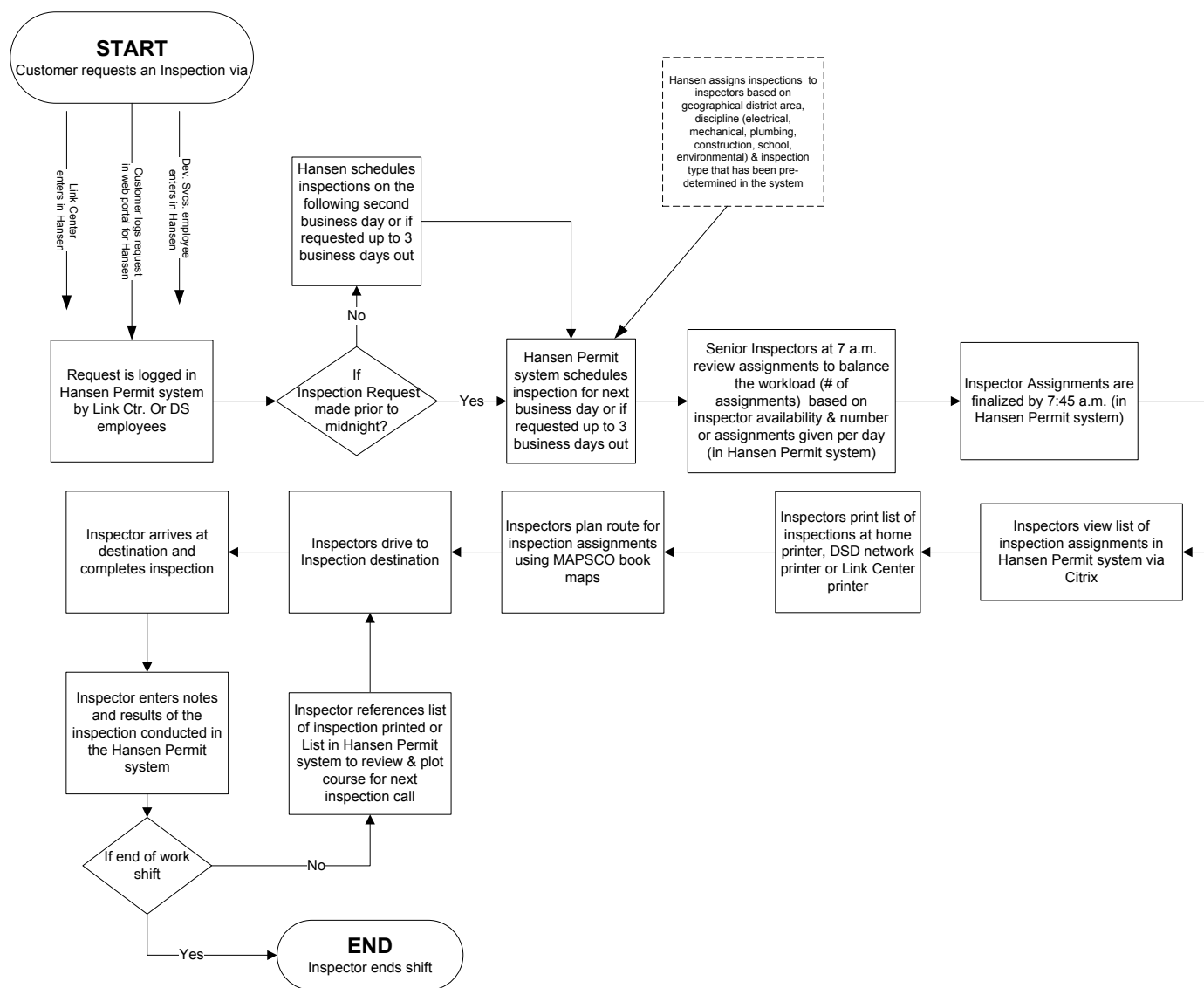
The City of San Antonio Information Technology Services Department (ITSD) will provide computing and infrastructure services for the selected hardware and software solution in one or both of two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments.

ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed System in accordance with a SLA to be jointly developed by ITSD, the system provider, and the business owner of the System. Management of the Application Layer (business logic) will be determined by SLA.

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

004.4 CURRENT PROCESS DIAGRAM AND DESCRIPTION

Inspection "As Is Process"



NOTE: If at the end of shift, Inspectors drive their vehicles to an approved parking location or to their residences.

Inspection Current Process Description

1. Customers can make an inspection request online using the City's web application (nearly 60% of inspections are scheduled via the web portal) or at the Development Services Department.
 - a. Inspections are requested using the web application on the Development Services' website.
 - i. The customer will log the inspection request in through the Dynamic Portal.
 - b. Inspections are also requested by calling the Development Services Department (207-1111).
 - i. City employees log inspection requests in the Hansen Permitting system.
 - c. Inspection requests can be made in person at Development Services or Community Link Center
 - i. City staff schedule inspections directly in the Hansen Permitting system.
 - d. Customers can schedule inspections via a mobile web application on their smart device.
2. Once the request for an inspection is logged in the Hansen Permit system, the system will schedule the inspection for the next business day
3. If an inspection request is logged after midnight, it is not scheduled the next business day but on the following business day (e.g. second business day)
 - a. For example: If a customer requests an inspection after midnight and it is Tuesday night, the inspection will be scheduled for Thursday.
 - b. If an inspection is requested after midnight on a Friday night, the inspection will be scheduled for Tuesday on the following week.
 - c. If an inspection is requested prior to midnight on a Friday night, it will be scheduled for the following Monday.
4. Inspections are assigned to inspectors in the Hansen Permit system.
 - a. Inspections are assigned to inspectors based on geographical district area, discipline (electrical, mechanical, plumbing, construction, school, environmental) & inspection type based on the scope of the permit and construction activity reflected in the permitting system.
 - b. Development Services currently has 74 field inspectors configured in the Hansen Permit System
5. Senior Inspectors review each inspector's daily inspection assignment workload and balance the workload
 - a. Workload balance is based on the inspector's availability (whether the inspector is on duty or on leave) and the number of daily inspection calls assigned per inspector
 - b. Workload balancing begins at 7:00 a.m. and is completed by 7:45 a.m. each morning
6. Inspector Assignments are finalized in the Hansen Permit system by 7:45 a.m.
7. Inspectors will clock in the TeleNav Track system each morning when they begin operation of the City owned vehicle
8. Inspectors can log into the Hansen Permit system or the List Inspections Tool through a Citrix client interface from their remote locations
9. Inspectors can print inspection list of assignments
 - a. Inspectors can print a copy of the assigned inspection schedule either on their home printer, go to one of the City's Link Centers' printers or use one of the network printers at the Development Services Department.
10. Inspectors use the MAPSCO book to plan their routes for the day

11. If there is a change to inspection routes due to emergencies (fire, accidents, emergency demolition, etc.) inspectors are notified via cell phone by the Senior Inspector making the change or addition to the inspector schedule.
 - a. The inspectors have Blackberry phones with the TeleNav Track application.
 - b. The inspector vehicles do not have Automatic Vehicle Locator (AVL)
12. Supervisors and managers log into the Telenav Track web-based application to monitor their assigned teams, manage reports, and locate their team members.
13. Routes are not optimized in the current configuration of Telenav Track application
14. Inspectors can also review their inspection routes through the List Inspections application using Citrix
15. Inspectors will drive to inspection site and review the permitted work being performed to ensure it meets the required codes. Inspections will result in a pass, partial pass or failure.
16. Inspection notes, time and date of the inspection and the results of the inspection are entered in the Hansen Permit system
17. If it is the end of the work shift, the inspector drives to location where he must park the city vehicle (this can be at home, at a city designated parking lot or at the Development Services Department parking lot)
18. Inspectors will clock out of the Telenav Tracking system
19. If it is not the end of the work shift, the inspector will reference either the printed copy of inspections or their calls listed in the List Inspection application via Citrix
20. The inspector will plot their course for the next inspection and drive to the location site. (inspection process repeats)

005 ADDITIONAL REQUIREMENTS

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

Sections:

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

Exhibits:

Insurance Requirements
Indemnification Requirements

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

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

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

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

Ownership and Licenses.

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

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under

the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

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

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

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

006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for an initial one (1) year period. The City shall have the option to renew for an additional four (4) years upon without further Council action.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Cliff Morton Development and Business Services Center 1901 S. Alamo, San Antonio, Texas 78204 at 9:30 a.m., Central Time, on June 17, 2013. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. For those interested in participating in the Pre-Submittal Conference via Teleconference, please call 1-877-226-9790, Pass-code: 6686403.

This meeting place is accessible to disabled persons. The Cliff Morton Development and Business Services Center 1901 S. Alamo, San Antonio, Texas 78204 is wheelchair accessible. The accessible entrance is located at the front of the building in the Cliff Morton Development and Business Services Center. Accessible parking spaces are located at 1901 S. Alamo Parking Lot. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

008 PROPOSAL REQUIREMENTS

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

Please submit a total of 11 hard copy proposals, one original, signed in ink, ten copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

COVER LETTER (no more than one page)

Provide on letterhead stationery of the Respondent.

Include an explicit statement indicating that the Respondent, if selected, will be the prime contractor.

Include an explicit statement acknowledging receipt of all addenda.

An authorized official of the Respondent must sign the cover letter.

TABLE OF CONTENTS

Identify each section by page number.

EXECUTIVE SUMMARY (no more than five pages)

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the firm's proposal and capability to satisfy the technical requirements of the project.

The Executive Summary shall introduce the Respondent's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), and notable achievements as may be applicable to City's project.

PROPOSED PLAN. Use the Form in this RFCSP as Attachment A.

PROPOSED SOLUTION. Use the Form in this RFCSP as Attachment B.

RESPONDENT QUESTIONNAIRE. Use the Form in this RFCSP as Attachment C.

BUSINESS FUNCTIONS' REQUIREMENT. Business Functional Requirements Matrix Complete and return as Attachment D. The CD should include a copy of Attachment D in its native format.

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

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

Instructions for completing the Discretionary 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 F. 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.

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

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

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 only be submitted in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, ten copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Inspection Route Optimization" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2 p.m., Central Time, on July 12, 2013 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office
Attn: Purchasing Division, Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Purchasing Division, Finance Department
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFCSP Attachment A–B Proposed Plan & Proposed Solution may not exceed 150 pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment C.

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 Purchasing Division, Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

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

011 RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2 p.m., Local Time, on June 21, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

William Flint, Procurement Specialist III, ITSD
City of San Antonio, Purchasing Division, Finance Department
william.flint@sanantonio.gov

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

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Shuchi Nagpal. Ms. Nagpal may be reached by telephone at (210) 207-0071 or by e-mail at shuchi.nagpal@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are

conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

012 EVALUATION CRITERIA

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

Evaluation criteria:

Proposed Plan & Solution (40 points)

Experience, Background, Qualifications (40 points)

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. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFCSP on the part of City. However, final selection of a Respondent is subject to City Council approval.

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

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

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial

interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

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

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

014 BONDS

This section left blank intentionally.

015 SOFTWARE ESCROW REQUIREMENT

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.

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.

The City will evaluate both Vendor-Hosted and City-Hosted solutions. Vendor will submit proposals for City-Hosted, Vendor-Hosted or both solutions. Each will be evaluated on its own merits. The City reserves the right to award based on a determination of what solution best meets the City’s business need.

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

Upon delivery of the cure, the City will have a reasonable period of time (to be determined after award) to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within a reasonable period of time (to be determined after

award) of delivery. Respondent shall have an additional reasonable period of time (to be determined after award) to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have reasonable period of time (to be determined after award) to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 10% of retained balances on hold with the City at the time the third notice is provided to Respondent.

017 SCHEDULE OF EVENTS

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

RFCSP Release Date	May 31, 2013	RFCSP Release Date
Pre-Submittal Conference	June 17, 2013	Pre-Submittal Conference
Final Questions Accepted	June 21, 2013, 2 p.m.	Final Questions Accepted
Proposal Due	July 12, 2013, 2 p.m.	Proposal Due

018 RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability/Technology E&O (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

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

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

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

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

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

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

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

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

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

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

RFCSP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

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

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

RFCSP EXHIBIT 3

ESCROW AGREEMENT

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

A. Depositor and Preferred Beneficiary have entered or will enter into an **Annual Contract for Name of Project** between the City of San Antonio and **Respondent's Name**, regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

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

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

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

E. The parties desire this Agreement to be supplementary to the **Annual Contract for Name of Project** between the City of San Antonio and **Respondent's Name**, pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to Custodian the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement. Custodian shall have no obligation to either party with respect to the preparation, accuracy, execution or delivery of Deposit Materials.

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

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

1.4 Depositor's Representations. Depositor represents as follows:

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

1.5 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 four (4) months, nor less frequently than once per year. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit A and Depositor shall sign the new Exhibit A. Each Exhibit A will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit A. The processing of all deposit updates shall be in accordance with Sections 1.2 and 1.3 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

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

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

1.7 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any Deposit Materials once within the first 90 days after execution of this Agreement by Preferred Beneficiary, and thereafter twice in any 12-month period. Preferred Beneficiary shall notify Depositor and Custodian of Preferred Beneficiary's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials as well as to confirm that it compiles to the pertinent object code of the licensed software. If verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian,

or at Preferred Beneficiary's election, an independent person or company selected by Preferred Beneficiary who is reasonably acceptable to Depositor will perform the verification. The Preferred Beneficiary shall be responsible for all costs of the verification, including, without limitation, Custodian's fees associated with the verification, the costs incurred by Depositor relating to such verification (including, without limitation, travel and living expenses for Depositor personnel required to assist with the verification and fees for the services of such personnel, at Depositor's standard daily rates, as applicable).

ARTICLE 2 -- **CONFIDENTIALITY AND RECORD KEEPING**

2.1 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 and/or Preferred Beneficiary to challenge any such order; provided, however, that Custodian does not waive its rights to present its position with respect to any such order. Custodian will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below. Custodian will not be required to disobey any order from a court or other judicial tribunal.

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

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

ARTICLE 3 -- **RIGHT TO MAKE COPIES**

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

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

ARTICLE 4 -- **RELEASE OF DEPOSIT**

4.1 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 Preferred Beneficiary under the License Agreement;

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

e. The occurrence of any condition (whether or not qualifying as a breach) having a critical impact on necessary business functions (such as a continuing loss of service or data), which Depositor cannot or will not assure Preferred Beneficiary will be corrected so to restore necessary business functions using all reasonable means, and the release of the Deposit Materials is reasonably believed to enable Preferred Beneficiary to remedy such condition critically impacting Preferred Beneficiary's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by Preferred Beneficiary to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to Preferred Beneficiary immediately upon Custodian's receipt of written notice of such Release Condition in which Preferred Beneficiary shall explain why it believes the Deposit Materials will enable Preferred Beneficiary to resolve such critical impact condition and why an immediate release is required, but Preferred Beneficiary shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.]

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

4.3 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 Preferred Beneficiary by overnight commercial express mail. Additionally, Custodian shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 and 4.1(e) of this Agreement, Custodian will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; or (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 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 Preferred Beneficiary. However, Custodian is entitled to receive any fees due Custodian before making the release. This Agreement will terminate upon the release of the Deposit Materials held by Custodian.

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

ARTICLE 5 -- TERM AND TERMINATION

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

5.2 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 Preferred Beneficiary 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 Depositor of Custodian's fees at least sixty (60) days prior to any increase in fees. For any service not listed on Custodian's standard fee schedule, Custodian will provide a quote prior to rendering the service, if requested.

6.2 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.

7.5 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 Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. Custodian's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by Preferred Beneficiary and Exhibit B need not be signed.

8.2 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 B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by registered mail, or through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all non-critical documents (such as invoices) and non-critical communications may be delivered by First Class mail.

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

8.7 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:

Preferred Beneficiary

By:

Name:

Title:

Date:

Custodian

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

EXHIBIT 3-A

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Account Number _____

Product Name _____

DEPOSIT MATERIAL DESCRIPTION:

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

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

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

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

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

Signature _____
 Print Name _____
 Date _____

Signature _____
 Print Name _____
 Date Accepted _____

Exhibit A# _____

ESCROW AGREEMENT

EXHIBIT 3-B

DESIGNATED CONTACT

Account Number _____	
Notices, deposit material returns and communications to Depositor should be addressed:	Notices and communications to Preferred Beneficiary should be addressed to:
Company Name: _____	Company Name: _____
Address: _____	Address: _____
Designated Contact: _____	Designated Contact: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____
Verification Contact: _____	Verification Contact: _____
Telephone/E-mail: _____	
Fees for this agreement will be paid by _____	
Depositor.	
Invoices to Depositor should be addressed to:	
Company Name: _____	Company Name: _____
Address: Attn: _____	Address: _____
_____	_____
_____	_____
Billing Contact: _____	Billing Contact: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____
P.O.# _____	P.O.#: _____

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

Agreements, Deposit Materials and notices to Custodian should be addressed to:	All invoice fee remittances to Custodian should be addressed to:
Custodian	Custodian
Telephone:	
Facsimile:	Date:
E-mail:	

RFCSP EXHIBIT 4

INTERLOCAL PARTICIPATION

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

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

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

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

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

RFCSP EXHIBIT 5
IT ENVIRONMENT DESCRIPTION & INFRASTRUCTURE STANDARDS

Posted as a separate document

019 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A PROPOSED PLAN

Introduction

This section focuses on the plan to deploy the solution being proposed including client specific resource requirements, asset procurement details, service levels and support details.

Vendor proposals must be formatted and labeled according to the layout of this document. The proposal section covering the information requested in this document must be titled “Proposed Plan”. When responding to “1 – Project Management” Section 1.1. “Describe project management plan, sub-section 1.1.a – “Provide a sample plan...”, the proposal should include this heading (1.1.a.) to clearly identify the response in the proposal with the RFCSP numbering schema below. Failure to follow this format may result in vital information not being considered when reviewing the proposal.

1 Project Management:

- 1.1 Describe project management plan.
 - 1.1.1 Provide a sample plan for deployment of proposed solution to include:
 - 1.1.1.1.1 Milestones
 - 1.1.1.1.2 List of deliverables for each milestone
 - 1.1.1.1.3 Client resources required to complete milestone.
 - 1.1.1.1.4 % of Project Completion at the end of each milestone
 - 1.1.1.1.5 Vendor travel requirements
 - 1.1.1.1.5.1 If client hosted solution, System/Server installation
 - 1.1.1.1.5.2 Training
 - 1.1.1.1.5.3 Client Roll-Out (70 field devices)
 - 1.1.2 Identify any known risks that have been experienced in previous similar deployments.
 - 1.1.3 Identify active projects that are being worked on and or planned from the date proposals are due and for the following 6 months.
- 1.2 Provide sample contracts/documents for proposed solution, to include:
 - 1.2.1 Software Licensing
 - 1.2.2 Professional Services Agreement
 - 1.2.3 Maintenance & Support
 - 1.2.4 Technical Support Service Level Agreement
 - 1.2.4.1 Engineering Support
 - 1.2.4.2 System/Application Problem Resolution
 - 1.2.5 Customer Support Service Level Agreement (Help Desk, Phone support)
 - 1.2.6 Statement of Work (SOW)
- 1.3 Describe the warranty period post go-live
 - 1.3.1 How many months does it cover
 - 1.3.2 Provide severity levels of issues that may be encountered and response times
 - 1.3.3 Describe the process client must follow to report issues/problems

2 Solution Information:

- 2.1 Identify any limitations that may exist related to volume of transactions, storage capacity, and active users. If limitations are financially based make sure to include these potential fees in the Total cost of Ownership section (Item 1).
 - 2.1.1 If applicable, clarify if there are any solution components that may differ between Enterprise and/or Departmental solutions.
- 2.2 Describe any unique and/or innovative functionality and/or deployment methods that respondent may offer. Indicate whether these features are included as part of the proposal including cost.

3 Total Cost of Ownership:

- 3.1 Describe any fee increases that may be assessed due to growth in transactions, users, data storage, and volume of data transfer. Include price change limitations.

- 3.1.1 If vendor offers enterprise and/or departmental cost models, describe this pricing model along with the differences between them.
- 3.2 Describe history of maintenance and support fees, in regards to increase in cost and future price adjustments, limitations and notification plan to client of any potential price changes.
- 3.3 Describe fee structure for client requested changes to the configuration of the software.
- 3.4 Describe if there are any costs associated with customer enhancement requests that are submitted by multiple clients.
- 3.5 Describe costs that may be associated with terminating the software licensing contract including notification requirements.
- 3.6 Describe any additional fees for after hours, weekend and/or holiday support as it relates to:
 - 3.6.1 System/Software Support.
 - 3.6.2 Application Support
 - 3.6.3 System Maintenance
- 3.7 Describe additional costs that may be imposed for exporting/extracting customer data. Include price change limitations.
- 3.8 Describe costs that may be associated with terminating the service contract including notification requirements.
- 3.9 Describe any additional fees for after hours, weekend and/or holiday support as it relates to hosting services.

4 Customer Support:

- 4.1 Describe Post-Production Warranty period
 - 4.1.1 Duration after Go-Live Date
 - 4.1.2 Customer Contact Process
 - 4.1.3 After Hours support
- 4.2 Describe the various options available for customer and technical support.
 - 4.2.1 Online Chat sessions
 - 4.2.2 Phone support
 - 4.2.3 Email support.
- 4.3 Describe Issue/Problem Severity levels and response times
- 4.4 What are the support hours of operation?
- 4.5 If proposed solution includes 3rd party utilities, software, services, etc., describe how customer support will be managed with these 3rd parties.
- 4.6 Describe how customer service incidents and/or technical issues are reported and managed.
 - 4.6.1 What are the days/hours of operation?
 - 4.6.2 Include any available documentation listed below as an appendix to the proposal and include a reference to these appendices here.
 - 4.6.2.1 Process diagrams
 - 4.6.2.2 Service Level Agreements (SLA's)
 - 4.6.3 Application support.
 - 4.6.4 System/Application Availability
- 4.7 Describe current and last year's support levels for software/system deployed at customer sites.
 - 4.7.1 Calls per month

5 Maintenance/Upgrades:

- 5.1 Describe how customers' requests for enhancements are handled. Include practice on how enhancements requests are reviewed and chosen for product upgrades.
- 5.2 Describe the frequency of maintenance/upgrades to include any 3rd party components that may exist.

6 Additional Information:

- 6.1 Provide any additional plans and/or relevant information about Respondent's approach to providing the required solution/services for this RFCSP.

CITY HOSTED SOLUTION SPECIFIC

7. Installation:

- 7.1 Describe the software/system installation process.
 - 7.1.1 Identify specific tasks that client must perform to support and/or perform system installation.
- 7.2 Identify software and hardware assets that client is responsible to purchase.
 - 7.2.1 Indicate specific version, model, etc
 - 7.2.2 Validate that customer can procure items listed here from any source other than respondent.

VENDOR HOSTED SOLUTION SPECIFIC

7 Service/System Availability:

- 7.1 Include Service Level Agreement (SLA) with the proposal as it pertains to hosting services.
 - 7.1.1 If 3rd party solutions are part of the proposal, Describe SLA's from all applicable vendors /contractors /partners. Include SLA's as proposal attachments if available and reference them in this section.
- 7.2 Describe how planned and unplanned outages will be handled.
 - 7.2.1 Include future dates of known scheduled/planned outages.
 - 7.2.2 Describe how planned software maintenance/upgrade notifications to customers are handled. Include timing of notices.
 - 7.2.3 Explain client notifications and what user experiences when they try to access a system that is unavailable due to a scheduled outage.
- 7.3 Provide statistics related to uptime (system availability) per month for the last year and since inception.

RFCSP ATTACHMENT B PROPOSED SOLUTION

Introduction

The information to be included in this section is focused on the proposed solution. Specific details on infrastructure, system components, integration attributes are topics addressed in this section.

In addition to responding to specific topics within this Proposed Plan inquiry, respondents must complete the "Business Functional Requirements" electronic form

Vendor proposals must be formatted and labeled according to the layout of this document. The proposal Section must be labeled "Proposed Solution". When responding to "1 – Solution Information", Section 1.1, the proposal should include this heading (1.1) to clearly identify the response in the proposal with the RFCSP numbering schema below. Failure to follow this format may result in vital information not being considered when reviewing the proposal.

1 Solution Information:

1.1 Identify all software, 3rd party utilities, add-on's, that are incorporated into the overall proposed solution. Responses should include Vendor Name, utility/software/hardware version. Indicate whether items listed here require a one-time fee and/or re-occurring fees.

1.1.1 GIS

1.1.2 Turn-by-Turn navigation GIS system

1.1.3 Route optimization engine

1.2 Identify any limitations that may exist related to volume of transactions, storage capacity, and active users. If limitations are financially based make sure to include these potential fees in the Cost Proposal form (**Attachment G – Cost Proposal**).

1.2.1 If applicable, clarify if there are any solution components that may differ between Enterprise and/or Departmental solutions.

1.3 Describe any unique and/or innovative functionality and/or deployment methods that respondent may offer. Indicate whether these features are included as part of the proposal and if costs are included.

1.4 List standard reports, charts, graphs, etc. that is included in the proposed solution.

1.4.1 Include examples as attachments within the submitted proposal

1.4.1.1 Management Reports

1.4.1.2 Field Inspectors AVL tracking map

1.4.1.3 Route deviation alerts

1.4.1.4 Extended time at inspection site.

1.4.1.4.1 How does management control time on site threshold?

1.4.2 Describe the process on how data is extracted from the proposed solution for consumption by City of San Antonio.

1.4.3 Identify any costs associated with customer database access and/or exporting data from the database. Clarify if costs are on a per access basis, volume, time period, etc. Include any related costs in **Attachment G "Cost Proposal"**.

1.4.4 Identify costs associated for creation of custom reports in **Attachment G – Cost Proposal**.

2 Customer Notification Function:

2.1 Describe software components that are used to send notifications to customers. Notifications indicating customers position in the queue.

2.2 Describe what triggers a notification to be sent to the customer

2.2.1 Is it based on user entry, route point geofencing, combination of both

3 Route Optimization Function:

3.1 Describe the process in determining the most efficient route.

3.2 Describe how system will handle multiple route points. In other words, if the interface file includes address and X/Y coordinates, how does it handle one of the values being blank?

3.2.1 Describe how system will prioritize which value to use – Address vs x/y coordinate.

3.3 Provide some time estimates for processing routes. What is an estimated amount of time for processing 50 inspectors with 10 route points per inspector? Assume

3.3.1 That all records have correct required information

3.3.2 50% of the records have a valid address

3.3.3 50% of the records have an unidentifiable address, yet valid x/y coordinates

3.4 Describe how system handles priorities for inspection points.

4 External System Integration:

4.1 Describe external system interface to import inspection queues by inspectors.

4.1.1 Describe vendor responsibilities

4.1.2 Describe customer responsibilities

4.1.3 Provide specifications for interface file.

4.1.3.1 Does integration allow use of an ASCII Text File?

4.1.3.2 Does integration allow use of Standard XML file format?

4.1.3.3 Indicate whether integration file must be Fixed Length, Delimited or either.

4.1.3.3.1 List/identify valid delimiters that may be used

4.1.4 Describe any limitations to interface file

4.1.4.1 Limitations in length of file

4.1.4.2 Limitations on number of fields

4.1.4.3 Limitations on field length

4.2 Describe how changes to route optimization parameters are handled for conditions listed below. Including description of how field devices/inspectors are updated with changes. Do all field devices get updated or only those that have changed.

4.2.1 Cancelled route points (inspections)

4.2.2 Priority changes

4.2.3 Inspector inspection assignment changes

4.2.4 Change in route start point

4.3 Validate that integration solution is portable to another source system should the existing permitting and inspection system be replaced by another system.

5 Describe Backup and Restore Strategy.

5.1 Describe Backup and Restore strategy.

5.2 What is the estimated time for recovery should the system database become damaged., description of fault tolerance environment, etc.

CITY HOSTED SOLUTION SPECIFIC

6 System Architecture

6.1 Submit comprehensive System Architecture Diagram(s) - Production and Non-Production environments. Diagrams must include:

6.1.1 Hardware Requirements

6.1.2 Software Requirements

6.1.2.1 Server Operating System and version

6.1.2.2 Database and version

- 6.1.2.2.1 Storage Requirements
 - 6.1.2.2.1.1 1st 6 months
 - 6.1.2.2.1.2 2nd 6 months
- 6.1.2.3 Proposed solution software components with versions
 - 6.1.2.3.1 Indicate whether component is vendor owned or 3rd Party (OEM)
- 6.1.3 Subscription Requirements
- 6.1.4 Connectivity Requirements
 - 6.1.4.1 Firewall Rules
 - 6.1.4.2 Identify where system communications are initiated and received.
- 6.1.5 External System interface
 - 6.1.5.1 Interface file location – FTP, Shared Server Drive, Support Web Service or all?
- 6.1.6 Mobile Devices
 - 6.1.6.1 List all potential Operating Systems / Devices that are supported
- 6.2 Verify if proposed solution is deployable in a virtual server environment.
 - 6.2.1 Describe proposed deployment plan
 - 6.2.1.1 Vendor deliver VM Image with system to be copied into client VM farm
 - 6.2.1.2 Vendor to perform system installation on client provided VM instance
 - 6.2.1.3 Supported VMWare version(s)
- 6.3 Identify licensing required by client for deployment of solution
 - 6.3.1 OS License
 - 6.3.2 Database License
 - 6.3.3 Other
- 6.4 Validate that proposed solution includes plan and cost for the deployment on a non-production instance of the system.
- 6.5 Identify & describe any components that must be deployed outside of the City's managed datacenter environment.

7 Security & Privacy:

- 7.1 Validate that presentation & application services reside on separate server from the data servers.

8 Compliance

- 8.1 Identify any components within the proposed solution that does not meet CoSA Technology standards (Attachment 5)

VENDOR HOSTED SOLUTION SPECIFIC

6 System Architecture

- 6.1 Describe hardware/software requirements for inspector/vehicle AVL tracking solution for mobile devices. Proposal should include architecture diagrams showing connectivity between client mobile devices and vendor hosted infrastructure.
 - 6.1.1 Hardware Requirements
 - 6.1.2 Software Requirements
 - 6.1.3 Subscription Requirements
 - 6.1.4 Connectivity Requirements
 - 6.1.4.1 Firewall Rules
 - 6.1.4.2 Identify where system communications are initiated and received.
 - 6.1.5 External System interface
 - 6.1.5.1 Interface file location – FTP, Shared Drive, other?
 - 6.1.6 Mobile Devices
 - 6.1.6.1 List all potential Operating Systems / Devices that are supported

7 Security & Privacy:

- 7.1 Describe access management controls used by solution.
- 7.2 Describe secure communication for all access, integration, and data transfer including the level of security/monitoring that is in place for firewalls, intrusion detection, data encryption, SSL and application security, etc.

7.3 Describe and provide Privacy Policy to include handling of customer data to 3rd parties, usage by service provider and non-customer access to customer data.

7.4 Clarify that customer will have read access to application database.

7.4.1 Describe the process to access database if real on-demand access is not an option

7.4.2 Indicate that customer can export data at will or if it must be requested

7.4.2.1 If data extract must be requested, indicate turnaround time

7.4.3 Indicate if there are any limitations to customer data being accessible to customer

7.4.3.1 Audit logs

7.4.3.2 Current vs historical data

7.5 Provide information on accredited independent auditor assessment of vendor controls program (i.e. SSAE 16 SOC 1 Type II, SOC 2 Type II, ISO 27001 certification)

8 Hosting Site Information

8.1 Clarify if vendor proposing solution uses 3rd party hosting services or if vendor manages their own datacenters.

8.2 Describe the geographical layout of where data centers (primary & backup) are located, including network topology that connects multiple sites.

9 Backup & Disaster Recovery:

9.1 Describe your disaster recovery plan.

9.1.1 Indicate when the last time the plan was tested along with the results.

RFCSP ATTACHMENT C
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: _____

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: _____

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: _____

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 *Inspector Route Optimization solutions*, 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 *Route Optimization* projects that the Respondent has completed in the last four years.
4. List all *Route Optimization* projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
5. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
7. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
 - a. Identify each individual's relationship with the respondents organization – employee, contractor, 3rd party service/software provider
 - b. Identify the number and professional qualifications (to include licenses, certifications, associations)
 - c. Identify relevant experience on projects of similar size and scope
 - d. State the primary work assignment and the percentage of time to be devoted to the project.
 - e. Identify the length of service individual has been employed by the respondent's organization
 - f. Provide resumes as an appendix to submitted proposal
8. Describe the company's support organization and volume of support inquiries managed per month over the past 2 years.
9. List the number of customers currently using proposed solution. Include company name, type of business, city & state.
10. List at least 3 references for customers which respondent has recently been engaged with on similar projects. Include company name, type of business, city & state. Describe high level business function delivered as part of the project.

11. What percentage of existing customers are current with their annual support contract?

13. Indicate if respondent has had any experience with the Hansen permitting system.

**RFCSP ATTACHMENT D
BUSINESS FUNCTIONS' REQUIREMENTS**

Posted as a separate document

RFCSP ATTACHMENT E
DISCRETIONARY CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Discretionary 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 F
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 G

PRICING SCHEDULE

Posted as a separate document

RFCSP ATTACHMENT H

SIGNATURE PAGE

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

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

If awarded a contract in response to this RFCSP, Respondent will be able and willing to execute a contract based upon the terms and conditions set forth in the RFCSP.

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

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP Exhibits 1 & 2.

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

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Proposed Plan RFCSP Attachment A	
Proposed Solution RFCSP Attachment B	
Respondent Questionnaire RFCSP Attachment C	
Business Functions' Requirement RFCSP Attachment D	
Discretionary Contracts Disclosure form RFCSP Attachment E	
Litigation Disclosure RFCSP Attachment F	
Pricing Schedule RFCSP Attachment G	
*Signature Page RFCSP Attachment H	
Proposal Checklist RFCSP Attachment I	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, ten (10) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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