AN ORDINANCE **2017-09-07-0626**

AUTHORIZING A CONTRACT WITH SISTEMA TECHNOLOGIES TO PROVIDE THE DEPARTMENT OF HUMAN SERVICES (DHS) WITH AN AUTOMATED CONTRACT MANAGEMENT SYSTEM FOR A TOTAL VALUE OF $563,398.02, FUNDED FROM THE GENERAL FUND.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City's Department of Human Services with an automated contract management system; and

WHEREAS, the first year cost for implementation, subscription and hosting fees is $380,757.02 and the total value over the contract term is $563,398.02; and

WHEREAS, three responses were received and evaluated; and

WHEREAS, staff recommends Sistema Technologies for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Sistema Technologies to provide the City with an automated contract management system is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Exhibit I**. The City Manager or her designee may execute this agreement and any documents necessary to carry out the purposes of this ordinance.

SECTION 2. The amount up to $398,655.00 will be encumbered upon issuance of purchase orders, and payment is authorized to Sistema Technologies. All expenditures will be in accordance with the Fiscal Year 2017 and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.
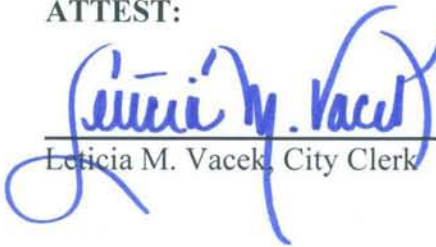
SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

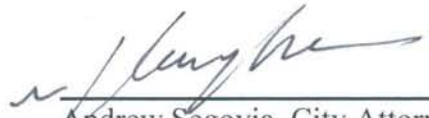PASSED AND APPROVED this 7th day of September, 2017.

M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

Agenda Item:	4 (in consent vote: 4, 5, 6, 8, 10, 11, 12, 13, 15, 16, 18)						
Date:	09/07/2017						
Time:	09:31:14 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Sistema Technologies to provide the Department of Human Services with an automated contract management system for a total value of $563,398.02, funded from the FY 2017 General Fund and Technology Tax Notes. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

EXHIBIT I

EXHIBIT I

CITY OF SAN ANTONIO

DEPARTMENT OF HUMAN SERVICES

**REQUEST FOR COMPETITIVE SEALED PROPOSAL
("RFCSP")**

for

CONTRACT MANAGEMENT SYSTEM

6100008101
RFCSP 16-108

Release Date: December 16, 2016
Proposals Due: February 17, 2017

Pre-Submittal Conference: City of San Antonio, Department of Human Services, 106 S. St. Mary's 7th Floor, San Antonio, Texas 78205 at 10:00 a.m. Central Time, on January 9, 2017.

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003 BACKGROUND

The Department of Human Services is undertaking an initiative to implement an automated contract and budget management solution for the Department of Human Services in the Contracts Management Division in order to provide greater efficiency, tracking, and visibility. The Contracts Management Division contracts $21 million with over 60 various agencies for over 100 programs that invests in human services outcomes to strengthen the services in the community.

Pre-K 4 SA is also undertaking an initiative to implement an automated contract and budget management solution as well. The department has awarded 4.2 million dollars in grants contracts to 15 agencies encompassing 22 different Pre-K educational programs.

The current process is a manual process which requires several levels of approvals throughout the division. The manual process begins when the agencies email their contract, planned scope of work, performance measures, reports, budgets, invoices and budget revisions on an Microsoft Excel spreadsheet or PDF attachment. The division receives the email with the attachment and then the series of reviewing, approving or declining of the submitted information continues throughout the division until it is approved. Tracking the process for each program is inefficient and unreliable creating a great area for human error and efficiency for both the agency and the division.

Additionally Pre-K 4 SA manages and executes the procurement for child development centers. Currently agencies submit their requested materials; Pre-K 4 SA reviews, approves or denies the procurement request. After materials are purchased Pre-K 4 SA manually tracks items received and issued to the agency. The agency updates the spreadsheet confirming receipt and identifying any issues with the items. Pre-K 4 SA then tracks the expenditure against the agency's allocated budget.

004 SCOPE OF SERVICE

The Department of Human Services and Pre-K 4 SA is requesting proposals that include the following components:

1. A solution to provide a web based portal for agencies to logon to manage contract requirements
   a. To provide a dashboard in viewing their budget and how much has been spent and how much is available
   b. Ability to generate performance measures report
   c. Ability to obtain the progress of approval of submission of a performance measures report automatically
   d. Ability to obtain the progress of approval of submission of an invoice automatically
   e. Ability to obtain the progress of approval of submission of a budget revision automatically
   f. Ability to upload documents into the Contracts Management system
   g. Ability for external agency users to approve purchased line items as they are received through workflow approval tasks

2. The solution should permit authorized users to manage agencies'' logons for security and auditing purposes (levels of access)
   a. User access control and levels of authority/approvals

3. A solution to automate the workflow process when agencies' make submissions into the system
   a. Tracks date and time of when, what, and who in the agency viewed, made submissions or changes in the system
   b. Tracks date and time of when, what, and who in the division viewed, made submissions or changes in the system
   c. Provides audit trail of all activities done in the system
   d. Provide a mapped and approval workflow
   e. Provide a visual workflow approval and visual indicator of status in progress

4. A solution to provide automation in managing of agencies' contracts
   a. To provide an electronic way for agencies' to submit a scope of work into the system
   b. To provide an electronic way for agencies' to submit a performance measures report into the system
   c. To provide an electronic way for agencies' to submit an invoice into the system
   d. To provide an electronic way for agencies' to submit a budget or budget revision into the system
   e. System shall automatically send emails to City of San Antonio (COSA) when agencies submit anything into the system
   f. System shall automatically send email reminders to agencies' if reports are late
   g. System shall automatically send alert emails to COSA if agency is late in submissions of performance measures reports, invoices and budgets

       h. System shall automatically send alert emails to COSA if agency is not meeting contract goals
       i. Performance alert notifications should be compiled and viewable on user dashboards

5. A solution to automatically subtract expenditures from the Delegate Agency (DA) budget once business workflow approval process is satisfied
     a. Will track budget to eliminate the use of using spreadsheets
     b. To provide automated balancing of DA budget when invoices are accepted by COSA Department of Human Services Fiscal section
     c. Ability to track expenditures and budgets throughout the contract year electronically
     d. Ability to manage line items within the budget electronically
     e. Ability to track budget to actual on each program
     f. Ability to track any budget revisions or adjustments to the budget automatically
     g. Ability for COSA fiscal staff to make approved adjustments to the invoice when necessary
     h. Ability of external agencies to create shopping lists with or without pricing for approval
     i. Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval
     j. Ability to sequentially track approved shopping list and impact to the budget
     k. Ability to create secondary budgets under delegates primary budget
     l. Ability to route shopping lists to specific secondary budget for utilization
     m. Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)
     n. Able to print approved and paid shopping list for auditing purposes

6. Ability to provide reports electronically
     a. Reports to identify how many services a program provided
     b. Reports on different categories of funding awarded to agencies electronically,
     c. Ability to track and report what agency programs are late or missing reports for the month
     d. COSA shall have the ability to run queries against data entered such as services provided, types of services, number of clients served, etc.

7. A solution should communicate with COSA's accounts payable system

8. The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system

9. The solution shall convert all documents/forms into a PDF form and Excel

10. The solution shall integrate with the City of San Antonio's document management system for records retention purposes

11. The creation, modification, secure storage, and electronic workflow/approval routing of contracts

12. Detailed and executive-level customizable reporting for contract expiration, contract value, and contract type

13. The ability to update/upload contract templates in a variety of common file formats

14. The ability to apply electronic signatures either in parallel or sequence

15. Ability to search text within budgets, contracts, performance and fiscal report

16. Document version control and the ability to compare versions and originators

17. The ability to route a contract outside of COSA to vendors or legal counsel for the purpose of review, editing, negotiation, and finalizing the document

18. The ability to store and link to a contract other related documents such as certificates of insurance, bonds, scope of work, and/or other necessary exhibits

19. The ability to generate email notifications and reminders regarding contract status

20. The assignment of a dedicated account representative

21. Customer support during City of San Antonio business hours for technical difficulties

22. Ability to manage other documents that may require multiple-party review, editing, and approvals

23. The ability to store a library of standard contract clauses, performance measures or dashboard templates that can be inserted into a contract as needed

24. Sample training materials need to be provided by vendor for City of San Antonio's use

25. Proactively notify on contract expiration based on type of contract

26. Allow for role-based security and task assignments

27. Vendors shall provide training for system users

28. Shall integrate with Microsoft Outlook Email and Calendar

The Department of Human Services seeks proposals that will meet the timelines for full implementation and operation by October 1, 2017. This timeline should include any customization, testing, implementation and training phase.

005 ADDITIONAL REQUIREMENTS

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

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

Exhibits:
Insurance Requirements
Indemnification Requirements

<u>Venue, Jurisdiction and Arbitration</u>. 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.

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

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

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

Ownership and Licenses.

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

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

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

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

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

006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio's Department of Human Services, Conference Room, 106 S. St. Mary's, 7th Floor, San Antonio, Texas 78205 at 10:00 a.m., Central Time, on Monday, January 9, 2017. Respondents are encouraged to prepare and submit their questions in writing 2 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

The meeting location is wheelchair accessible. The accessible entrance is located at the building's main entrance. Accessible parking spaces are located at the building's parking garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

Local Access Dial-In Number: 210-207-9329
Toll Free Dial-In Number: 855-850-2672
WebEx Meeting number: 990 558 339

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

008 PROPOSAL REQUIREMENTS

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

If submitting a hard copy proposal, submit **one (1) COMPLETE** original, signed in ink, and **eight (8)** hard copies **WITH ONLY TABS and documents for Respondent Questionnaire; Experience, Background, and Qualifications; Proposed Plan, etc. (NO SBEDA UTILIZATION PLAN FORMS, VETERAN-OWNED SMALL BUSINESS TRACKING FORM AND/OR PRICING TO BE INCLUDED)** and one (1) compact disk (CD) or USB flash drive containing an Adobe PDF version of the **entire** proposal in a sealed package clearly marked with the project name, **"CONTRACT MANAGEMENT SYSTEM", RFCSP 16-108 (6100008101)**, on the front of the package.

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

REQUIREMENTS TRACEABILITY MATRIX. Use the Requirements Traceability Matrix that is found in this RFCSP as Attachment G.

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

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

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100008101). The form is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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 as Exhibit 1.

INDEMNIFICATION REQUIREMENTS. If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements, Exhibit 2.

SOFTWARE ESCROW AGREEMENT. A software escrow agreement shall be submitted as Exhibit 3.

PROPOSAL BOND. Submit proposal bond in the amount of $5,000. ~~Submit proposal bond or cashier's check in the amount of 10% of the contract price.~~ For electronic submissions, Respondent must provide the original proposal bond or cashier's check to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

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

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) COMPLETE** original signed in ink and **eight (8)** hard copies **WITH ONLY TABS and documents for Respondent Questionnaire; Experience, Background and Qualifications; Proposal Plan and Solution (NO SBEDA UTILIZATION PLAN FORMS, VETERAN-OWNED SMALL BUSINESS TRACKING FORM AND/OR PRICING TO BE INCLUDED)** 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, **"CONTRACT MANAGEMENT SYSTEM", RFCSP 16-108 (6100008101),** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 11:00 a.m., Central Time, on Monday, January 30, 2017 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:
Office of the City Clerk Attn: RFCSP 16-108 (6100008101) Contract Management System
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
Office of the City Clerk
Attn: RFCSP 16-108 (6100008101) Contract Management System
100 Military Plaza, 1st Floor
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. 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.

City shall not be responsible for lost or misdirected proposals or modifications.

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

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

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the Respondent Questionnaire form, the Director of the 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 and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

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

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

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

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

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

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

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

011 RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) 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 4:00 p.m., Central Time, on Friday, January 13, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Jackie Mendez, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Jackie.mendez@sanantonio.gov

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@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

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

Evaluation criteria:

Proposed Solution (25 points)

Experience, Background, Qualifications (35 points)

Pricing (20 points)

SBEDA (20 points)

SBE Prime Contract Program – 10 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria points, **and**

M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% M/WBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria points.

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

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Bond. Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of 10% of the contract price. The Proposal Bond shall be valid for 60 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For hard copy proposals, the proposal bond must accompany the proposal. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

The City will accept a cashier's check in lieu of a proposal bond.

Performance Bond. If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of the $270,000.00. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

015 SOFTWARE ESCROW REQUIREMENTS

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.

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

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

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

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

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

017 TERMINATION

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

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

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

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

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

> Bankruptcy or selling substantially all of company's assets

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

> Performing unsatisfactorily.

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

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

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

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

If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, Respondent shall be entitled to payment in full for all work which Respondent has performed in accordance with this Agreement and all equipment which Respondent has delivered to the City pursuant to this Agreement.

018 SCHEDULE OF EVENTS

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

RFCSP Release	Friday, December 16, 2016
Pre-Submittal Conference	Monday, January 9, 2017 at 10:00 A.M. Central Time
Final Questions Accepted	Friday, January 13, 2017 at 4:00 P.M. Central Time
Proposal Due	Monday, January 30, 2017 at 11:00 A.M. Central Time

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

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

C) A 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 $1,000,000/$1,000,000/$1,000,000

3. Commercial General Liability Insurance to include coverage for the following:
   a. Premises/Operations
   b. Products/Completed Operations
   c. Personal/Advertising Injury
	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

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

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any

such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

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

F) 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 <u>additional insureds</u> by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, 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.

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.

SOFTWARE ESCROW AGREEMENT

Account Number _____

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

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

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

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

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

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

ARTICLE 1 -- DEPOSITS

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

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

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

1.4 Depositor's Representations. Depositor represents as follows:
a. Depositor lawfully possesses all of the Deposit Materials deposited with Custodian;
b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to Custodian and City the rights as provided in this Agreement;
c. As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of Custodian under this Agreement;
d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement or Exhibit A, as the case may be; and

e. The Deposit Materials are readable and useable in the appropriate technical environment their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

f. The Deposit Materials include the source code corresponding to the computer software licensed by Depositor to City under the License Agreement, except for third-party software that Depositor has no right to provide to Custodian or to City in source code form. Either the License Agreement or Exhibit A properly identifies all third-party software embedded in or associated with the computer software licensed by Depositor to City under the License Agreement that is not included in the Deposit Materials. The Deposit Materials include any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programming expert who is generally familiar with _____ systems and _____ program code. The Deposit Materials include system documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the source code. Insofar as the "development environment" employed by Depositor for the development, maintenance, and implementation of the Source Code includes any device, programming, or documentation not commercially available to City on reasonable terms through readily known sources other than Depositor, the Deposit Materials shall include all such devices, programming, or documentation. The foregoing reference to such "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Depositor for the development, maintenance and implementation of the Source Code.

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 -- **RELEASE OF DEPOSIT**

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

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

b. Depositor's failure to continue to do business in the ordinary course;

c. Any decision by Depositor to withdraw maintenance services in support of the Depositor software licensed by Depositor to City under the License Agreement;

d. The occurrence of a material breach *(or a series of related breaches that collectively are material)* under the implementation, maintenance and support terms of the License Agreement, which Depositor fails to cure within thirty (30) days (or such longer period of time as may be reasonable under the circumstances) after written notice of such breach;

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

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

4.3 <u>Contrary Instructions</u>. From the date Custodian mails the notice by overnight express mail requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to Custodian contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, Custodian

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

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

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

ARTICLE 5 -- **TERM AND TERMINATION**

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

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

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

6.2 <u>Payment Terms</u>. 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 <u>Right to Rely on Instructions</u>. 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 <u>Indemnification</u>. 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 <u>Limitation of Liability and Waiver of Consequential Damages.</u>
(a) Notwithstanding anything else herein, all liability, if any, whether arising in contract, tort (including negligence) or otherwise, of Custodian under this Agreement shall be limited to the amount equal to ten times the then annual fees owed or paid to Custodian under this Agreement. If claim or loss is made in relation to a specific deposit or deposits, such liability shall be limited to the fees related specifically to such deposits. This limit shall not apply for: (I) any claims of infringement of any patent, copyright, trademark or other proprietary right; (II) liability for death or bodily injury; (III) damage to tangible property (excluding the Deposit Material); (IV) theft; or (V) proven gross negligence or willful misconduct.
(b) In no event will Custodian be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties and whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement.

7.4 <u>Controlling Law</u>. 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.

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

8.2 <u>Notices</u>. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by registered mail, or

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

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

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 8. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

RFCSP EXHIBIT 7

CITY OF SAN ANTONIO (COSA) TECHNICAL STANDARDS

ATTACHED AS A SEPARATE DOCUMENT

CITY OF SAN ANTONIO SECURITY POLICIES

- All hardware must be PCI compliant and listed on the PCI-DSS website as such.

- Any payment application must be PA-DSS certified and listed on the PCI-DSS website as such.

- Any integrated solution must be capable of meeting PCI compliance requirements when installed in our infrastructure.

- Additional security requirements are provided in the City of San Antonio Administrative Directives 7-3a, 7-4a, 7-8d (http://www.sanantonio.gov/EmployeeInformation/Directives.aspx).

- Hosting provider of cloud-based solutions should be SSAE 16 certified.

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 similar 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: _____

    Contract Term, Type of Service(s) Provided and Estimated Value:
    _____

    _____

    Contact Email Address: _____

Reference No. 2:
    Firm/Company Name _____

    Contact Name: _____ Title: _____

    Address: _____

    City: _____State: _____Zip Code: _____

    Telephone No._____ Fax No: _____

    Contract Term, Type of Service(s) Provided and Estimated Value:
    _____

    _____

    Contact Email Address: _____

Reference No. 3:
    Firm/Company Name _____

    Contact Name: _____ Title: _____

    Address: _____

    City: _____State: _____Zip Code: _____

    Telephone No._____ Fax No: _____

    Contract Term, Type of Service(s) Provided and Estimated Value:
    _____

    _____

    Contact Email Address: _____

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. List and describe three relevant projects of similar sizes. Identify associated results or impacts of the project/work performed.

2. Provide an organization history/management summary and evidence that the organization and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein.

3. Describe your organizations growth for the past three (3) years.
   a) Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years

4. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein.

5. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience.

6. Describe Respondent's experience relevant to the Scope of Services as requested by this RFCSP for the following:

   a) A solution to provide a web based portal for agencies to logon to manage contract requirements.
   b) Capabilities to manage agencies logons for security and auditing purposes (levels of access).
   c) A solution to provide automation in managing of agencies contracts.
   d) A solution to automatically subtract expenditures from the budget once business workflow approval process is satisfied.
   e) Ability to configure and provide reports electronically, in various formats, documents (i.e. Word, Excel, PDF, Crystal Reports, etc...).
   f) Reports to identify how many services a program provided.
   g) Customizable and automated reports, contracts, fiscal documents, etc... submission reminders.
   h) Integration with the City of San Antonio accounts payable and documents management systems for processing invoices and payments record keeping, document management and storage.
   i) The solution and users shall have ability to identify and format various document types, i.e contract, performance measures, invoices, budget revisions, etc... for document management storage and records retention.
   j) The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system.
   k) The solution shall transpose all documents/forms into a PDF form.
   l) Customizable performance measures reports, dashboards and financial management.
   m) Client identification, application intake, eligibility determination, and processing.
   n) Automated contract and budget process for review, approval, tracking, comments, actions and suspension capabilities of delegate agencies.
   o) COSA and external user training on grants and contract management system.

RFCSP ATTACHMENT C

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.

One Time Implementation	$
Vendor Hosting – Annual Cost	$
COSA Hosting – Annual Cost	$
Annual Cost Year 1	$
Annual Cost Year 2	$
Annual Cost Year 3	$
Annual Cost Renewal Option Year 4	$
Annual Cost Renewal Option Year 5	$

Additional fees may be incurred for customizations and training which will be finalized during the negations of the final contract.

PROGRESS PAYMENTS BASED ON MILESTONES

Milestone payments shall be made to the Contractor, when requested, in the amounts and at the frequencies agreed to by both parties after the execution of the contract. A kickoff meeting will be held at a location and time selected by the City where the Respondent and its staff will be introduced to the City. This meeting may be held telephonically. The City may terminate the contract if the City and Contractor are unable to agree upon a deliverable schedule and timeline that is satisfactory to the City. The City of San Antonio's authorization of milestone payments is subject to the Contractor's satisfactory performance, and the City may suspend or reduce milestone payments after finding evidence of the following:

(1)   The Contractor failed to comply with any material requirement of this contract

(2)   Performance of this contract is endangered by:

    (i)   The Contractor's failure to make progress; or

    (ii)   The Contractor's unsatisfactory financial condition.

(3)   The Contractor is delinquent in payment of the costs of performing this Contract in the ordinary course of business

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

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

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

8.8 <u>No Third Party Rights</u>. 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 <u>Authority to Sign</u>. 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 <u>Counterparts</u>. 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	City
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Custodian

By: _____

Name: _____

Title: _____

Date: _____

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.

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form *(available at http://www.sanantonio.gov/SBO/Forms.aspx)* with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at *http://www.sanantonio.gov/SBO/Forms.aspx.*

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/SBO/Forms.aspx)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

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

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

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis

that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at $3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORs that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include

Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

(1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or

(2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

<u>African-Americans</u>: Persons with origins in any of the black racial groups of Africa.

<u>Hispanic-Americans</u>: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

<u>Asian-Americans</u>: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

<u>Native Americans</u>: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

SBE Directory – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

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

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

NON-DISCRIMINATION

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

020 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

<u>RESPONDENT QUESTIONNAIRE</u>

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?

PROPOSAL PLAN

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

1. Explain any pervious security breaches and describe the outcome and solution.

2. Explain how your proposed solution minimizes the risk of a breach.

3. Explain in detail your plan for adhering to the COSA IT Security standards as outlined in attachments AD 7.8 D (Access Control) and COSA Tech Standards.

4. Demonstrate method utilized to prevent comingling of COSA data with other entity and/or organizational data.

5. Describe how the system will maintain integrity of privacy data (names, addresses, phone numbers, etc...)

6. Explain methods to comply with Texas Business and Commerce Code 521.

7. Describe methods to comply with Statement on Standards for Attestation Engagements (SSAE) No. 16

8. Describe how information will remain secure.

9. Explain in detail your plan for deploying the solution for the Department of Human Services proposed Contract Management system.

10. Explain your plan for meeting the support and availability requirements.

11. Explain how your solution protects the privacy of client personal information.

12. Describe in detail testing and training services to be provided.

13. Explain implementation services to be planned and coordinated in conjunction with the City of San Antonio.

14. Explain how the system will be integrated within the current City of San Antonio technology system.

15. Please describe all available report writers, query tools, and other ancillary software.

16. List of installed software products and the production status of each, when they were implemented and which release.

17. Provide information about national-, regional-, and state-specific Users Groups that are supported by your company. Include contact information for Officers of those Users Groups.

18. Explain how your system will function within varied internet browsers.

19. Describe the timeline and schedule of tasks and events necessary for the system to be fully operational by October 1, 2017. This timeline should include any customization, testing, implementation and training phase.

RFCSP ATTACHMENT B

CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Contracts Disclosure form are listed below:

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

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

RFCSP ATTACHMENT D

<u>SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) UTILIZATION PLAN</u>

ATTACHED AS A SEPARATE DOCUMENT

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

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

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

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

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

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

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

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

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

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

Respondent Entity Name _____

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

RFCSP ATTACHMENT G

<u>REQUIREMENTS TRACEABILITY MATRIX</u>

ATTACHED AS A SEPARATE DOCUMENT

VETERAN OWNED-SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

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

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

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

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT I

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation.

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

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

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

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

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

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposal Plan and Solution RFCSP Attachment A, Part Three	
Contracts Disclosure Form RFCSP Attachment B	
Litigation Disclosure Form RFCSP Attachment C	
*SBEDA Utilization Plan Form RFCSP Attachment D; and Associated Certificates, if applicable	
Pricing Schedule RFCSP Attachment E	
*Signature Page RFCSP Attachment F	
Requirements Traceability Matrix RFCSP Attachment G	
*Veteran Owned-Small Business Program (VOSBPP) Tracking Form RFCSP Attachment H	
*Certificate of Interested Parties Form (Form 1295) RFCSP Attachment I	
Proposal Checklist RFCSP Attachment J	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Software Escrow Agreement RFCSP Exhibit 3	
Proposal Bond and Associated Power-of-Attorney or Cashier's Check	
One (1) Original, eight (8) copies and one (1) CD of entire proposal in PDF format.	

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

City of San Antonio

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

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

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

   Local Access Dial-In Number: 210-207-9329
   Toll Free Dial-In Number: 855-850-2672
   WebEx Meeting number: 997 739 612

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFP 16-108), Scheduled to Open: **January 30, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: January 20, 2016

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

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

Question 1: Can companies from outside the USA apply for this (like from India or Canada)?

Response 1: Firms from outside the United States of America can reply to this solicitation request. Firms that respond to this solicitation must adhere to the Terms & Conditions of the RFCSP and resulting contract, if selected.

Question 2: Do we need to come over for meetings?

Response 2: Attendance at pre-submittal conferences is not mandatory. If selected, attendance at project meetings for selected firm is expected.

Question 3: Can we perform the tasks, related to the RFCSP, outside the USA (like from India or Canada)?

Response 3: Historically, the City has worked with firms that are headquartered outside the United States of America. Firms that respond to this solicitation must adhere to the Terms & Conditions of the RFCSP and resulting contract, if selected.

Question 4: Can we submit the proposals via email?

Response 4: Please refer to Section 10 of this RFCSP for information regarding Submission of Proposals. Proposals sent by facsimile or email will not be accepted.

Question 5: How many City of San Antonio employees will need to have direct access into the Contract Management System? This will help to determine the number of user licenses that are needed.

Response 5: Approximately 80 internal and external users will need access to the system.

Question 6: What Accounts Payable software does the City of San Antonio utilize?

Response 6: The City of San Antoni utilizes ReadSoft as the Accounts Payable system which integrates with SAP.

Question 7: Will the system be deployed in a Day Forward methodology, or will back scanning or involvement with documents predating the Go Live be desired?

Response 7: The system will require both capabilities; day forward method along with backing scanning.

Question 8: Page 3 – Item 3 – Subpart D – Workflow Considerations: Are the proposed workflows already

documented/diagrammed? If so, will that information be made available to the candidates? If the provider is to document and design these processes, will access be provided to COSA resources, personnel and information for the purposes of workflow design?

Response 8: Multiple proposed workflows are currently documented and will be provided to the selected firm. Yes, the personnel and information resources will be made available to the selected firm to document future workflow designs.

Question 9: Page 3 – Item 4 – Subparts F, G and H – Automated Emails for Late Items/Missed Benchmarks: Are the criteria for being flagged as Late static, or will different items of the same category carry different acceptable periods for being addressed? In a similar vein, are the criteria for Missed Benchmarks specifically defined and the same for all records of a given category?

Response 9: Yes, different items of the same category will carry different acceptable periods for being addressed as late or upcoming deadline. No, the criterion for Missed Benchmarks is not specifically defined for all the records of a given category. We will work with the selected firm to define the specific categories for missed benchmarks and items being flagged internally for COSA as alerts and externally as reminders to vendor agencies.

Question 10: Page 3 – Item 5 – Automated Subtraction of Expenditures: Is the system expected to only make visible the data resulting from the subtraction of expenditures, or is the system intended to modify/update data in the back end system where this data is managed? Is the Balancing action to consist primarily of compiling the Invoice amounts and then referencing their accumulated total against the contract amount? What level of interaction is desired in the management of Line Items within the budget? What is the nature of the back end system that manages the budget data, including product name, database type for this system, is SKD/API level interaction available and is this system locally hosted by COSA?

Response 10: Yes, the intention of the system is to afford multiple users the ability to view, modify/update the data and keep record of data in the system electronically, on the back end system where this data is managed. Multiple (moving line items) and permission levels of interaction is desired in the management of line items within the budget. There is not a product that currently performs this task pertaining to the budget data. It is desired that the budget balancing action consist of automatic and manual compilation of the Invoice amounts and then referencing their accumulated total against the contract amount again with various permission levels.

Question 11: Re: Page 4 – Item 7 - Interaction with COSA Accounts Payable System: What level of interaction/communication is desired? Will the system be expected to read only, or also to write to the accounts payable system? What is the product name and version of the COSA Accounts Payable system? Is it locally hosted by COSA? Is API/SDK interaction with the system available? What is the nature of the database utilized by this system? Will queries be allowed to be executed against the system's database?

Response 11: The City of San Antonio utilizes ReadSoft as the Accounts Payable System that also integrates with SAP. The system is a Finance Accounts Payable scanner and Invoice processing software. The system is COSA hosted. The system shall be expected to upload documents into the COSA ReadSoft system. Yes, queries should be executed. The nature of the database in the system is to hold the invoices until processed.

Question 12: Re: Page 4 – Item 10 – Interaction with COSA Document Management System: What is the nature of this desired interaction? What is the product name and version of the COSA Document Management system? Is this system locally hosted by COSA?

Response 12: The name of the document management system is BRAVA FileNet IER that is hosted by COSA. This system will primarily be utilized for records retention management.

Question 13: Re: Page 4 – Item 14 – Ability to Apply Electronic Signatures: Is information available with respect to accepted protocols/methodologies for the electronic signatures?

Response 13: Yes, electronic signature protocols will be provided to the selected firm.

Question 14: Re: Page 4 – Item 21 – Managing Other Documents and Approvals: Is the handling of these

other types of documents and their approval workflows to be a part of the initial system build out, or does COSA just desire that the system be able to accommodate these other types of documents and workflows? If this is to be part of the initial system configuration, is information available as to the number and nature of these other document processes to be built and the nature of the workflows desired?

Response 14: Yes, the handling of these other types of documents and their approval workflows is part of the initial system build out. Yes, information is available as to the number and nature of these other document processes to be built and the nature of the workflows desired.

Question 15: Re: Page 45 – Item 17 – SSAE 16 Compliance: Is there a preference for having the system hosted in a Secure Cloud Computing Environment? Is it desirable for the system to be locally hosted by COSA?

Response 15: Foremost preference is that the system is locally hosted by COSA. Additional options will be considered; such as, having the system hosted in a Secure Cloud Computing Environment.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio

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

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. The **submission deadline** has been changed from: **Monday, January 30, 2017, 11:00 a.m., local time** to **Monday, February 13, 2017, 2:00 p.m., local time.**

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

Question 1: Does the City of San Antonio, Department of Human Services currently use or planning to implement the following Microsoft products: Cloud-based Office 365; SharePoint; Microsoft Outlook?

Response 1: This question will be answered in a follow up addendum.

Question 2: Please confirm the number of users from each agency requiring access to the system. Does the number include users responsible for: managing agency contract budgets; program performance measures; compliance; reporting activities; management oversight?

Response 2: The number of users may vary, but estimate around 60 agencies or external users for the system. There will be one user per agency granted access at a time.

Question 3: Please confirm the number of users from the Department of Human Services requiring access to the system. Does the number include users responsible for: managing agency contract budgets; program performance measures; compliance; reporting activities; management oversight?

Response 3: The anticipated number of internal users or Department of Human Services users requiring access is approximately 20.

Question 4: Are contracts awarded to the same agency each year?

Response 4: Contracts are awarded based on the most qualified submission, which could potentially include the same agency and/or a different agency.

Question 5: On average, how many "high risk" agencies does COSA DHS monitor annually?

Response 5: On average there are 17 delegate agency contracts that may be considered high risk each year.

Question 6: On average, how many monitoring site visits? Can DHS share the standard monitoring tool used?

Response 6: DHS conducts at least one site visit per agency program per year. In FY2017, there are 93 programs to monitor. DHS uses standard monitoring tools amongst all programs.

Question 7: Does DHS perform pre-award risk analysis? Can DHS share a copy of the standard analysis?

Response 7: DHS does have a formalized risk analysis that is conducted for pre-award. However; DHS does take into consideration past performance and contract compliance when considering funding or recommended awards to agency programs that have been funded previously. Attached is the Delegate Agency Scoring Summary Guide used to rate past performance.

Question 8: Our proposed solution is built upon a Microsoft-hosed platform for business applications, meaning that there is a large portion of solution which is provided as a service and would therefore not be possible to submit the source code into a software escrow account. Would the City consider modifying the software escrow requirement such that only the source code for custom developed components unique to this implementation would need to be kept in escrow?

Response 8: This question will be answered in a follow up addendum.

Question 9: Can the City clarify the scope of data migration, if any? If so, can the City provide approximate volumes of data in terms of the number records and how the records are currently stored?

Response 9: DHS does not anticipate migrating any legacy data. Current documents and data will remain on a separate shared drive and will be accessed through those means.

Question 10: If data conversion is part of the scope, would the scope of the conversation also include any electronic documents? If so, can the City provide approximate volumes in terms of number of documents and approximate size (either average file size of an individual document, or total size of all documents to be converted?

Response 10: Data conversion is not part of the scope.

Question 11: Can the experience and references of a sub-contractor(s) on the proposed team be used to qualify the minimum 3 required references?
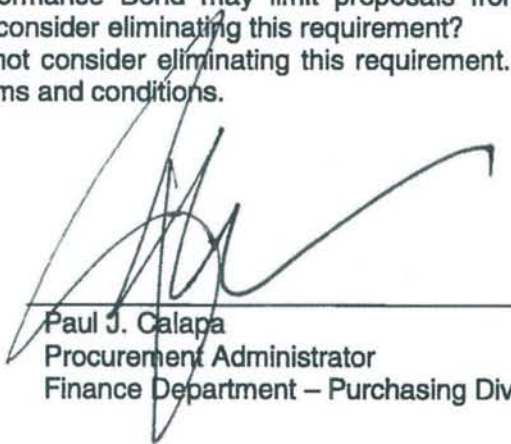
Response 11: No, references are required to be submitted in accordance to the standards as outlined in the RFCSP.

Question 12: The requirement for the Proposal Bond may limit proposals from experienced local small businesses. Would the City consider eliminating this requirement?

Response 12: The proposal bond guarantees that the bidder will enter into a contract within a specified period of time and will provide the required performance bond. As such, the City cannot consider eliminating this requirement.

Question 13: The requirement for a Performance Bond may limit proposals from experienced local small businesses. Would the City consider eliminating this requirement?

Response 13: Unfortunately, the City cannot consider eliminating this requirement. This bond guarantees the fulfillment of the contract terms and conditions.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

k. Ability to create secondary budgets under delegates primary budget
l. Ability to route shopping lists to specific secondary budget for utilization
m. Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)
n. Able to print approved and paid shopping list for auditing purposes

- Item 9: The solution shall convert all documents/forms into a PDF form and Excel

- Item 27. Vendors shall provide training for system users

- Item 28. Shall integrate with Microsoft Outlook Email and Calendar

4. Section 004 Scope of Service: the following language has been **removed**:
    - Item 3: A solution to automate the workflow process when agencies' make submission into the system
        d. Provide a mapped and approval workflow

5. Section 008 Proposal Requirements – Proposal Bond. Submit proposal bond in the amount of $5,000 rather than the 10% as outlined in the original RFCSP.

6. Attachment G – Requirements Traceability Matrix: additional Functional Requirements have been added refer to the updated document.

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

Question 1:   Does the City of San Antonio, Department of Human Services currently use or planning to implement the following Microsoft products: Cloud-based Office 365; SharePoint; Microsoft Outlook?

Response 1:   Currently the City of San Antonio does not utilize Cloud-based Office 360 however the City does utilize SharePoint and Outlook.

Question 2:   Our proposed solution is built upon a Microsoft-hosed platform for business applications, meaning that there is a large portion of solution which is provided as a service and would therefore not be possible to submit the source code into a software escrow account. Would the City consider modifying the software escrow requirement such that only the source code for custom developed components unique to this implementation would need to be kept in escrow?

Response 2:   Please submit modifications with the response for the City of San Antonio to review.

Paul J. Galapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFCSP 16-108), Scheduled to Open: **February 13, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 1, 2017

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

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. Staff Contact Person: Rebecca Garza, 210.206.2745, Rebecca.Garza@sanantonio.gov

2. Section 003 Background: the following language has been added: Pre-K 4 SA is also undertaking an initiative to implement an automated contract and budget management solution as well. The department has awarded 4.2 million dollars in grants contracts to 15 agencies encompassing 22 different Pre-K educational programs.

   Additionally Pre-K 4 SA manages and executes the procurement for child development centers. Currently agencies submit their requested materials; Pre-K 4 SA reviews, approves or denies the procurement request. After materials are purchased Pre-K 4 SA manually tracks items received and issued to the agency. The agency updates the spreadsheet confirming receipt and identifying any issues with the items. Pre-K 4 SA then tracks the expenditure against the agency's allocated budget.

3. Section 004 Scope of Service: the following language has been **added**:
   - Item 1: A solution to provide web based portal for agencies to logon to manage contract requirements
     b. Ability to generate performance measures report
     g. ability for external agency users to approve purchased line items as they are received through workflow approval tasks

   - Item 3: A solution to automate the workflow process when agencies' make submission into the system
     e. Provide a visual workflow approval and visual indicator of status in progress

   - Item 4: A solution to provide automation in managing of agencies' contracts
     i. Performance alert notifications should be complied and viewable on user dashboards

   - Item 5: A solution to automatically subtract expenditures from the Delegate Agency (DA) budget once business workflow approval process is satisfied
     h. Ability of external agencies to create shopping lists with or without pricing for approval
     i. Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval
     j. Ability to sequentially track approved shopping list and impact to the budget

City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals – Contract Management System (RFCSP 16-108), Scheduled to Open: **February 17, 2017**; Date of Issue: **December 16, 2016**

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 8, 2017

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

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. The submission deadline has been changed from **Monday, February 13, 2017, 2:00 p.m.**, local time to **Friday, February 17, 2017, 2:00 p.m.**, local time.

2. The deadline for submitting questions has been extended until **2:00 p.m., Central Time, on Friday, February 10, 2017.**

3. **Add:** Excel version of Attachment G – Requirements Traceability Matrix.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

City of San Antonio
Information Technology Environment Description

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.

To the extent that 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.

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Information Management

*S=*Standard* Product(s), P=*Preferred* Product(s), G=*Guidance* Info Only.*

If the Information Technology Standards & Guidelines does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Management: Section 1	Policy or Product	S/P/G *	Remarks
Directory Services	Microsoft Server 2008 R2 Active Directory	S	The City is currently evaluating LDAP-based alternatives
Enterprise Backup	Symantec NetBackup 7.x	S	The City does not utilize tape media for backups The City uses a disk based backup solution for all backup operations.
Relational Database Management Systems	Oracle 11.2.x MS SQLServer 2008	P S	Enterprise and large-scale systems with high capacity, complex design and/or high volume transactional requirements
	Oracle 11.2.x MS SQLServer 2008	G	Mid-scale systems with moderate capacity and/or transactional volume requirements
Database Access	SQL*Plus OCI-compliant client ODBC	S G G	
File Formats	IT guidance	G	Follow IT guidance for recommended file extensions
Data Administration Implementation	IT guidance	G	IT is currently evaluating the use of tools in this area
Data Warehousing and Mining	SAP BI 7.01 / NW 7.01 (EHP1) non-unicode / SP16	S	For SAP-based data
Messaging	Microsoft Exchange 2007 SP3	S	
Presentation and Interface Standards • Application Standard Interfaces • Mobile Devices	 Web Services: .Net 3.5 or higher Web Applications: .Net 4.0 or higher API	 P P G G	 Follow IT guidance

Information Distribution

*S=*Standard* Product(s), P=*Preferred* Product(s), G=*Guidance* Information Only
If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Distribution: Section 2	Policy or Product	S/P/G *	Remarks
E-Mail with Attachments			
• SMTP	MS Exchange with outbound SMTP	S,G	See IT for guidance
• Active Sync	Supported for use with smartphones and mobile devices	G	See IT for guidance
File Transfer Service			
• HTTPS		S	
• SFTP	SFTP Client (Core FTP LE 2.1 or higher)	S	

Applications

*S=*Standard* Product(s), P=*Preferred* Product(s), G=*Guidance* Information Only
If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Applications: Section 3	Policy or Product	S/P/G *	Remarks
Enterprise Resource Planning	SAP ECC6 / EHP7 / NW 7.01 (EHP1) non-unicode / SP5	S	• Production implementation date was April 2004. • ECC6 upgrade completed April 2009. • SAP Enterprise Portal completed 2010 Core modules include: HR FI MM SD PS PM GM The application is accessible from any site or client VPN within the corporate network Current access methods include: client server run-time objects, Citrix, and SAP Enterprise Portal.
Procurement	SAP SRM 7.0 / NW 7.01 (EHP1) unicode / SP14	S	SAP Enterprise Portal completed 2010 Current access methods include: client server run-time objects, Citrix, and SAP Enterprise Portal.
Document Management	FileNet P8 v4.5.x	S	The City has plans to upgrade to v5.1 in 2015
Cooperative Work Applications			
• Collaborative Processing (internal use only)	MS Exchange 2007 MS SharePoint 2003	S	
• Workflow	SAP IBM FileNet	G G	See IT for guidance
• External File Sharing	Globalscape EFT Server	S	
Content Management	FileNet P8 v4.5.x	G	See IT for guidance
Web Server	IIS 7.0	S	
Web Content Management	DotNetNuke Enterprise Edition 7.0.x	S	

Applications: Section 3	Policy or Product	S/P/G *	Remarks
Web Portal	Citrix XenApp 5.0	P,G	
	DotNetNuke Enterprise Edition 7.0.x	G	See IT for guidance
Office Automation	MS Office 2007	S	Excludes MS Access
	MS Internet Explorer 9	S,G	See IT for guidance on "extensions"
	MS Internet Explorer 10	P	
	Firefox 15.x (or higher)	S,G	See IT for guidance
	Safari 6.x (or higher)	S,G	
	Chrome 22.x (or higher)	S,G	
	MS Outlook 2007	S	
	Adobe Reader 10.x	S	
	MS Project 2007	G	
	MS Visio 2007 Std.	G	
GIS Mapping	ESRI ArcGIS Desktop v10.x	S	Using Windows OS
	ESRI ArcGIS Server v10.x	S	Using IIS with SSL if external
	ESRI ArcSDE v10.x	S	Using MS SQL Server
GIS Web Development	MS Visual Studio 2013	S	
Web Development Tools	MS Visual Studio 2013	S	Follow IT guidance in extending legacy systems to the Web and Service-Oriented Architecture
	MS Visual Studio 2010	G	
	MS Visual Studio 2008	G	
Digital Signature	Pending	G	
Application Development Tools	MS Visual Studio 2013	S	Follow IT guidance for configuration
	Netweaver 7.x	S	
	PL SQL	S	
Application Integration	Web Services	S	Follow IT guidance
	Netweaver XI 7.11 SP13	G	
Report Writers	Business Objects 3.1	S	Follow IT guidance for data integrity and access
	Crystal Reports 2008	G	
	Xcelsius Dashboards	G	

Computing Resources
*S=*Standard* **Product(s), P=***Preferred* **Product(s), G=***Guidance* **Information Only**
If the Information Technology Standards and Guidelines policy does not address a
specific technical area, the user should seek guidance from the Director, Information
Technology.

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Workstation			In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy.
• Tier 1	2.5GHz Intel Core i5	S	
• Tier 2	Two 2.5GHz Intel Core i7	P	
• Tier 3		G	For specialized requirements seek IT guidance
Bus Standards	PCI	G	
Memory (RAM) Standards (EDO, SDRAM, DRAM)			In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy.
• Tier 1	4GB	S	
• Tier 2	6GB	P	
• Tier 3	8GB (or higher)	G	For specialized requirements seek IT guidance
Server Hardware Configuration	SUN SPARC64 VI UltraSPARC T1 AMD Opteron Intel Xeon	P S	Solaris Database Server: M5000 Solaris Application Server: M4000, Blade 6000 Windows: 8 core Xeon E5-2665 (or higher) Processor, 20MB Cache, 2.40GHz (or higher), 1600 MHz FSB Virtual Hosts: Cisco UCS w/B-Series Blade Servers
Virtual Server Environment	VMWare Vsphere 5.1	S	The City uses a virtualization first approach when provisioning servers.
Mainframe Environment	IBM z890 z/OS 1.10 Software AG Natural 4.2.4 Software AG Adabas 8.1.4	G	The IBM z-series mainframe platform is being twilighted by the City
Disk Storage	FC SAN (HDS, Cisco) iSCSI (HDS, Nimble) NTFS ZFS CIFS/SMB (HDS\BlueArc)	S S S S S	IT guidance for application specific requirements
Workstation Operating Systems	Windows 7 SP1 Mac OSX 10.x	S G	

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Server Operating Systems			
• General File & Print Servers	Windows Server 2008	S	
• Application Servers	Windows Server 2008	S	
	Windows Server 2008 R2	P	
	Windows Server 2008 EE	G	Follow IT guidance
	Windows Server 2012	G	
	Solaris 10 Zones	S	
	Solaris 10	G	
• Database Servers	Windows Server 2008	S	
	Solaris 10	P	
Telephony			
• IVR	Cisco Unified Communications Manager 9.1.x	P	
• VoIP	Cisco	S	
• ACD	Cisco	S	

REQUIREMENTS TRACEABILITY MATRIX

FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments
				Vendor Solicitation Responses		
1.00			**Managing of Delegate Agency's Contracts**			
		1.01	The solution shall have a web base portal for 80 users			
		1.1.1	Shall have 60 external users			
		1.1.2	Shall have 20 internal users with different permissions			
		1.02	Shall have a home page for Delegate Agencies			
		1.03	Shall provide management of users access to the system			
		1.03.1	Administrator will have access controls to create external/internal user profiles			
		1.04	The website shall be backed up nightly and be able to restored on one hours notice			
		1.05	The website shall be secure from hackers			
		1.06	The website shall provide real time performance			
		1.07	The website shall provide reliability			
		1.08	The website shall provide availability			
		1.09	The website shall be recoverable			
		1.10	The website shall provide data integrity			
		1.11	The website shall be provide usability			
		1.12	Shall have dashboard for each user			
		1.12.1	Shall provide a dashboard in viewing delegant agencies' budget and how much has been spent and how much is available			
		1.12.2	Ability to obtain the progress of approval of submission			
			Ability to generate performance measures report			
		1.12.3	Ability to obtain the progress of approval of submission of an invoice automatically			
		1.12.4	Ability to obtain the progress of approval of submission of a budget revision automatically			
		1.12.5	The website shall provide efficiency			
		1.15	The website shall provide flexibility to run on different browsers			
			Ability for external agency user to approve purchase line items as they are received through workflow approval tasks			
2.00			**Workflow**			
		2.01	Shall have work flow to include business rules for submission of the Delegate Agencies' contract budget			
		2.02	A solution to automate the workflow process when agencies' make submissions into the system			
		2.03	Tracks date and time of when, what, and who in the agency viewed, made submissions or changes in the system			
		2.04	Tracks date and time of when, what, and who in the division viewed, made submissions or changes in the system			
		2.05	Provides audit trail of all activities that ocurr in the system			
		2.06	Provide a visual of workflow approval and visual indicator of status in progress			
3.00			**A solution to provide automation in managing of agencies' contracts**			
		3.01	To provide an electronic way for agencies to submit a scope of work form into the system			
		3.02	To provide an electronic way for agencies' to submit a performance measures report into the system			

		3.03	To provide an electronic way for agencies' to submit an invoice into the system			
		3.04	To provide an electronic way for agencies' to submit a budget revision into the system			
		3.05	System shall automatically send emails to CoSA when agencies submit anything into the system			
		3.06	System shall automatically send email reminders to agencies if reports are late			
		3.07	System shall automatically send alert emails to CoSA if agency is late in submissions of performance measures reports, invoices and budgets			
		3.08	System shall automatically send alert emails to CoSA if agency is not meeting performance goals			
			Performance alert notifications should be compiled and viewable on user dashboard			
			System shall automatically send alert emails to agency if not meeting performance goals			
4.00			A solution to automatically subtract expenditures from the budget once business workflow approval process is satisfied			
		4.01	Will track budget to eliminate the use of using spreadsheets			
		4.02	To provide automated balancing of budget when invoices are approved by CoSA			
		4.03	Ability to track expenditures and budgets throughout the contract year electronically			
		4.04	Ability to manage line items within the budget electronically			
		4.05	Ability to track budget to actual on each program			
		4.06	Ability to track any budget revisions or adjustments to the budget automatically			
		4.07	Ability for CoSA fiscal staff to make approved adjustments to the invoice when necessary			
			Ability of external agencies to create shopping lists with or without pricing for approval			
			Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval			
			Ability to sequentially track approved shopping list and impact to the budget			
			Ability to create secondary budgets under delegates primary budget			
			Ability to route shopping lists to specific secondary budget for utlization			
5.00			**Submitting Required Forms Electronically**			
		5.01	Shall provide an online performance measures form for Delegate Agencies to submit electronically			
		5.02	Shall provide an invoice form online for Delegate Agencies to submit electronically			
		5.03	Shall provide an online budget revision form for Delegate Agencies to submit electronically			
		5.04	Shall provide the ability to track submission of a performance measure electronically			
		5.05	Shall provide the ability to track a submission of an invoice electronically			
		5.06	Shall provide the ability to track submission of a budget revision electronically			
		5.07	Shall provide the ability to track of budget revisions activities eletroncially			
		5.08	Shall track expenditures and budgets for each program electronically			
		5.09	Shall have the ability to track line items within the budget electronically			
		5.10	Shall have the ability to make adjustment to the budget as invoices are processed electronically			
		5.11	Shall provide the ability to run various ad-hock reports			
		5.12	Shall integrate with Microsoft Outlook Email & Calendar			
		5.13	Shall integrate with accounts payable in SAP			
6.00			**Ability to provide reports electronically**			
		6.01	Reports to identify how many services a program provided			
		6.02	Reports on different categories of funding awarded to agencies electronically,			
		6.03	Ability to and track and report what agency programs are late or missing reports for the month			

7.00			A solution should integrate with CoSA's accounts payable system			
8.00		8.00	Document Management			
		8.01	The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system			
		8.02	The solution shall transpose all documents/forms into a PDF form			
			The sollution shall have ability to download data to Excel and create PDF's			
		8.03	The solution shall integrate with the City of San Antonio's document management system for records retention purposes			
		8.04	Shall provide user access to upload documents			
		8.05	Shall provide flexibility in modifying form templates			
			Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)			
			Able to print approved and paid shopping list for auditing purposes			
9.00		9.00	Training			
			Vendor to provide training on system			

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

<u>ACKNOWLEDGEMENT</u>

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

_____
(Print Name) Authorized Representative of Bidder/Respondent

_____
(Signature) Authorized Representative of Bidder/Respondent
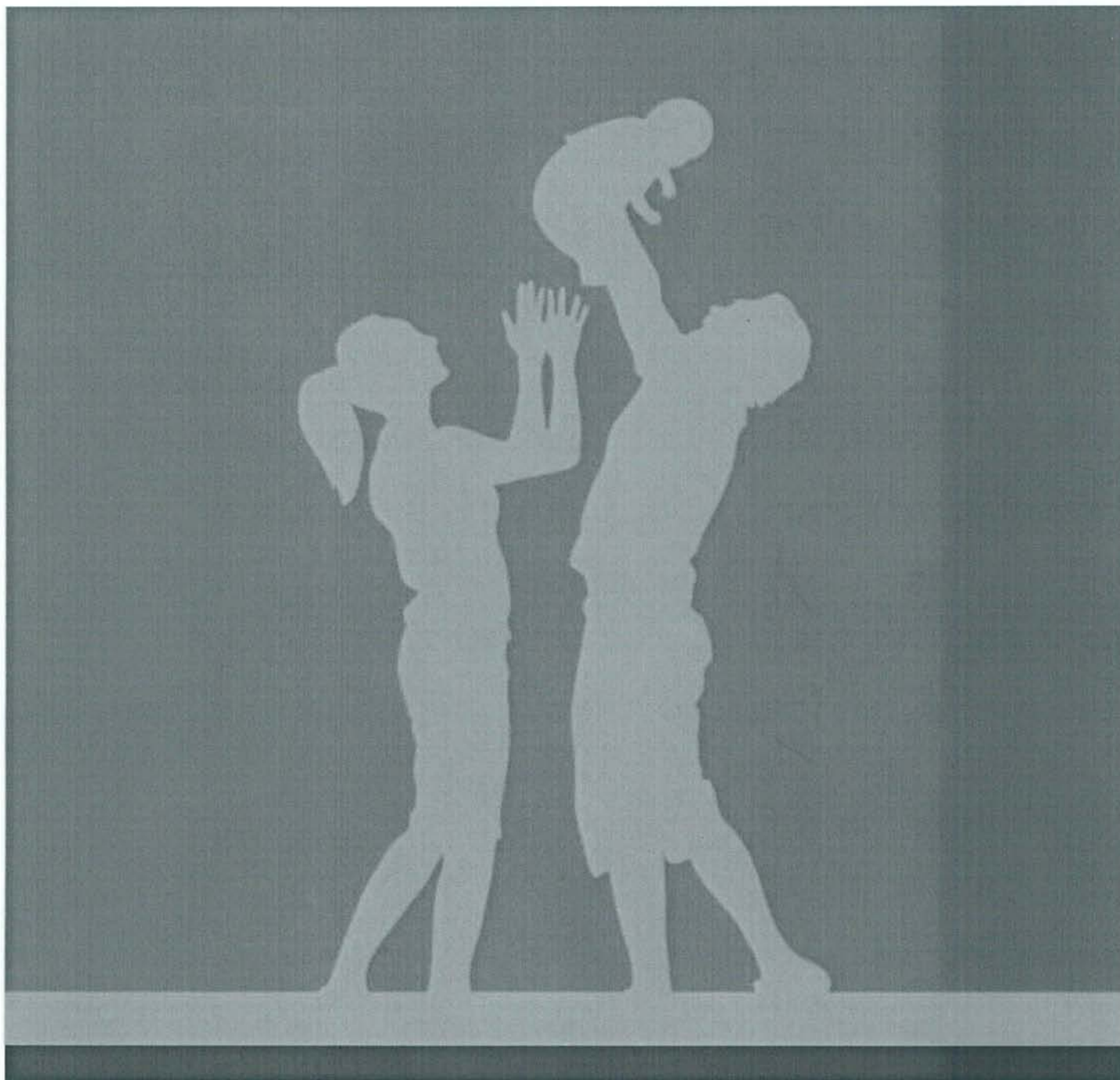
_____
Title

_____
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)		Yes	No
If yes, provide the SBA Certification #			
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)		Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.			
Participation Percentage:			
Participation Dollar Amount:			

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)		Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)		Yes	No
If yes, provide the SBA Certification #			
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)		Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.			
Participation Percentage:			
Participation Dollar Amount			

To: City of San Antonio
Department of Human Services

CONTRACT MANAGEMENT SYSTEM
RFCSP-16-108 (6100008101)
Date: February 17, 2017

Sistema
Technologies

Table of Contents

Attachment A, Part One – Respondent Questionnaire

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

Respondent Name: **Sistema Technologies Inc.**

Principal Address: **7550 IH 10 West Suite 940**

City: **San Antonio**   State: **Texas**   Zip Code: **78229**

Telephone No. **(210) 342-3380**   Fax No: **(210) 340-2191**

Website address: **www.sistematechnologies.com**

Year established: **2002**

Provide the number of years in business under present name: **15+ years**

Social Security Number or Federal Employer Identification Number: **82-0573641**

Texas Comptroller's Taxpayer Number, if applicable: **1820573641800**

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

DUNS NUMBER: 02-338-7363

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

X Corporation If checked, check one: **X** For-Profit ___ Nonprofit

Also, check one: **X** Domestic ___Foreign

___Other If checked, list business structure: _____

Printed Name of Contract Signatory: **Jacob Lujan**

Job Title: **Account Manager**

(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:

N/A

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

City: **San Antonio**   State: **Texas**   Zip Code: **78229**

Telephone No. **(210) 342-3380**   Fax No: **(210) 340-2191**

Annual Revenue: **$4,000,000**

Total Number of Employees: **42**

Total Number of Current Clients/Customers: **19**

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

Sistema is an IT solutions company that currently has two DIR contracts; ITSAC and DBITS. Sistema does not have any other lines of business.

List Related Companies:

Sistema does not have any related companies.

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

Name: **Jacob Lujan**   Title: **Account Manager**

Address: **7550 IH 10 West STE 940**

City: **San Antonio**   State: **Texas**   Zip Code: **78229**

Telephone No. **(210) 838-6001**   Fax No: **(210) 340-2191**

Email: **Jacob@sistematechnologies.com**

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 **X**

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

Yes **X** No ___ If "Yes", list authorizations/licenses: **N/A**

5. Where is the Respondent's corporate headquarters located? **San Antonio Texas**

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

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

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

Years: **15** Months: **3**

b. State the number of full-time employees at the San Antonio office. **25** If "No", indicate if Respondent has an office located within Bexar County, Texas:

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

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

Years: **15** Months: **3**

d. State the number of full-time employees at the Bexar County office. **25**

7.   Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? **No**

Yes ___   No _X_   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 **x**   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 ___   ˣ   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 **x**   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 _X_ 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 _X_   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 similar 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   Texas Office of Consumer Credit Commissioner (OCCC)

Contact Name: **Juan Garcia**
Address: _____2601 N Lamar Blvd _____
City: __Austin_____ State: ____TX_____ Zip Code: __78705_____
Telephone No. **(512) 936-7620**

Contract Term, Type of Service(s) Provided and Estimated Value:
October 2013 to Present - $650,000. Sistema was awarded a DBITS contract with Texas Office of Consumer Credit Commissioner (OCCC) through a competitive bid process responded by multiple vendors in March of 2013. Sistema was contracted by OCCC to build a web-based e-governance system to replace their legacy application. Contact Email Address: juanv.garcia@occc.texas.gov

Reference No. 2 Texas Education Agency

Contact Name: **Sharon Gaston**

Address: ____1701 Congress Ave _____

City: ____ Austin _____State: __TX____ Zip Code: __78701_____

Telephone No. **(512) 463-9229**

Contract Term, Type of Service(s) Provided and Estimated Value: **March 2014 to Present - $450,000.** Sistema Technologies was responsible for performing many phases of the software development lifecycle including technical research, requirements analysis, high level and technical design, implementation of enhancements to the TSDS-ECDS (Texas Student Data System Applications Development Early Childhood Data System)
Contact Email Address: sharon.gaston@tea.texas.gov

Reference No. 3 Texas Department of Information Resources
Contact Name: **Hershel Becker**
Address: __300 W 15th St #1300 _____

City: ____ Austin _____State: __TX____ Zip Code: ____78701_____

Telephone No. **(210) 463-8833**

Contract Term, Type of Service(s) Provided and Estimated Value: **October 2015 to Present - $430,000.** This project involves development and deployment of a web-based application that allows vendors to electronically submit monthly Vendor Sales Reports (VSRs) through a secure portal on the DIR website. Sistema is

building a web portal, using Microsoft technologies and integrating with Oracle databases. Sistema is currently completing the Phase I of this project and is schedule to deliver the final solution in Feb 2017. Contact Email Address: **hershel.becker@dir.texas.gov**

Attachment A, Part Two - Experience, Background & Qualifications
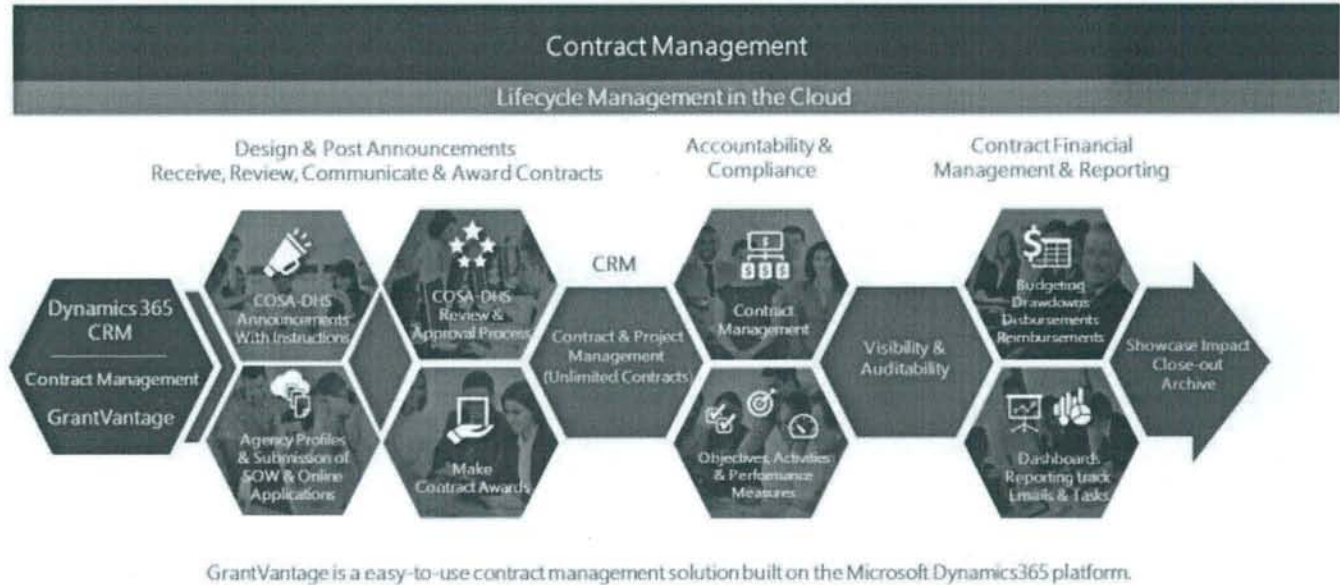
GrantVantage is a easy-to-use contract management solution built on the Microsoft Dynamics365 platform.

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. List and describe three relevant projects of similar sizes. Identify associated results or impacts of the project/work performed.

SISTEMA REFERENCE No. 1 - Texas Office of Consumer Credit Commissioner (OCCC)	
Contact Person	Juan Garcia juanv.garcia@occc.texas.gov (512) 936-7620
Time Period	October 2013 to Present
Contract Amount	$650,000

Contract Work Description: The OCCC is a Texas State Agency that works to ensure the non-bank financial services industry that it regulates provides compliant financial and consumer credit products. It regulates over pawn shop practices, retail store credits, motor vehicle loans, property tax lenders, precious metals transactions, cash advances – approximately 13 business categories in all.

The OCCC had been regulating 16,000+ establishments across the State of Texas using paper driven processes and a collection of ad hoc and legacy technology that required duplicative data entry and frequently resulted in extended delays in the processing of applicants. The Commissioner of the OCCC wanted to explore technologies that could be leveraged to make it easier for citizens and businesses to do business with the OCCC. Sistema was awarded a DBITS contract with Texas Office of Consumer Credit Commissioner (OCCC) through a competitive bid process responded by multiple vendors in March of 2013. Sistema was contracted by OCCC to build a web-based e-governance system to replace their legacy application.

Primary Scope of Contract: Automated Licensing Examination and Compliance System (ALECS). The scope of the project was to build a web-based e-governance system.
The new system was to replace OCCC's legacy application.
Project Management duties included managing the process from requirements gathering, to development, transformation to maintenance, etc. Sistema had 7 FTE's engaged during the development of the project, FTE's included a Project Manager, Business Analyst, Technical Lead, 2 Senior Developers and 2 Senior Testers.

Sistema built an automated web-based workflow solution that digitized all forms and workflow routing processes, was driven by a robust workflow engine and was in alignment with the myriad of rules stated by the Texas Administrative Code.

Sistema built the system to run on a secure cloud platform and support a vast array of browsers and mobile devices. The system needed to comply with PCI (Payment Card Industry) Standards, ADA (Americans with Disabilities Act) and included cutting edge security features such as 128-bit encryption, 2-factor authentication and HTTPS protocol. To achieve this, the entire business processes of the OCCC were mapped along with conducting various stakeholder interviews. Schematics of future state business processes, as well as technical solutions and technologies were developed and delivered, along with a detailed IT roadmap of the effort, costs and rollout timelines.

Based upon Sistema's thorough understanding of the client's current environment and desired future state, we were awarded the opportunity to create a new online environment for the OCCC. Sistema worked on developing and testing this application from April 2013. The new online application, ALECS (Automated Licensing Examination and Compliant System) was released in February 2014.

Sistema was very successful it meeting OCCC's expectations and making sure the customer was satisfied. A few of the successes of the project include OCCC recuperating approximately 70% of their online applications. This investment resulting in employee time savings. The number of manual applications it took to process over 6 months can now be processed online within two weeks. ALECS has had tremendous online adoption and most customers from several lines of business use ALECS exclusively. This has eliminated phone calls, manual data entry, follow ups etc. It has also changed the culture of the organization to a self-service culture, promoting self-reliance amongst customers.

SISTEMA REFERENCE No. 2 - Texas Education Agency (TEA)	
Contact Name	Sharon Gaston sharon.gaston@tea.texas.gov (512)463-9229
Time Period	March 2014 to Present
Contract Amount	$450,000

Contract Work Description: The Texas Education Agency is the state agency that oversees primary and secondary public education. It is headed by the commissioner of education. The mission of TEA is to provide leadership, guidance and resources to help schools meet the educational needs of all students.

Sistema has worked with TEA for several years, providing IT Staff Augmentation services and working on various projects since March of 2014 to present. Sistema Technologies was responsible for performing many phases of the software development lifecycle including technical research, requirements analysis, high level and technical design, implementation of enhancements to the TSDS-ECDS (Texas Student Data System Applications Development Early Childhood Data System)

Sistema engaged with TEA to provide Java Developers and Database Developers for two projects. Project engagement included unit testing and deployment using Java Spring Framework, Web Service, XML and Store Procedures in Window/Oracle Database environment. Sistema was involved in planning and analyzing user requirements, develop, test and deploy the ECDS system to production. The following are some of the key tasks Sistema worked on:

- Data Modeler to design ECDS data mart.
- Loaded data from ODS (operational data store) to ECDS data mart.
- Developed extract method to push data from ECDS data mart to TEA data warehouse.
- Create Build and deployment scripts.
- Created Design document based on the System Requirements Specification.
- Integrated with TEAL (TEA single log on system).
- Created landing page from TSDS Portal.
- Developed XML Converter to convert excel file or text file to XML file format.
- Developed user interface (GUI) and ECDS data collection workflow.

Sistema continues to work with TEA and management and is capable to ramping up when needed.

SISTEMA REFERENCE No. 3 - Texas Department of Information Resources	
Contact Name	**Hershel Becker** **hershel.becker@dir.texas.gov** **(210) 463-8833**
Time Period	**October 2015 to Present**
Contract Amount	**$430,000**

Description of Services: This project involves development and deployment of a web-based application that allows vendors to electronically submit monthly Vendor Sales Reports (VSRs) through a secure portal on the DIR website. Sistema is building a web portal, using Microsoft technologies and integrating with Oracle databases. Sistema is currently

completing the Phase I of this project and is schedule to deliver the final solution in Feb 2017.

Sistema has 7 FTE's engaged during the development of the project that required Project Management. FTE's included a Project Manager, Business Analyst, Technical Lead, 2 Senior Developers and Senior Tester.

This contract is for submitting sales data required for vendor authentication and data validation before allowing the vendor sales report to be submitted. Multiple vendors with active contracts with DIR are required to provided sales information monthly to DIR, this process was done manually where the vendors will send the sales information in excel documents through email to DIR personnel to manually process them. DIR Required this process to be automated and provide vendors with a tool where they could directly upload the sales information get it validated and processed instantaneously, and provides feedback in case of error or Final Acceptance of the information.

(2) Provide an organization history/management summary and evidence that the Organization and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein.

Sistema was created to work within the unique accounting and business processes for federal, state, and local government customers. Sistema's first clients began with the federal government. Sistema obtained its Facility Security Clearance and started working on several federal IT projects by providing highly skilled IT resources.

Joe Vallejo is President of Sistema Technologies Inc. Joe has more than 16 years' experience providing government agencies with outstanding IT support and professional personnel staffing services. He is adept at assisting clients with IT architecture solutions and an expert in assessing and managing programming, technical upgrade and integration projects. Joe is also a skilled human resource professional with extensive experience recruiting personnel through direct sourcing, internet searches, job fairs and at educational institutions. He is experienced managing and mentoring marketing teams provides the Sistema team with creative, resourceful, versatile hands-on leadership that inspires them to excel.

John Lujan is Vice President of Sistema Technologies Inc. John has over 17 years' IT staffing experience. In Sistema John focuses on understanding client needs. He fosters a team approach to help clients to fulfill their IT human resource requirements. John is also involved with sales and new customer acquisition. He has successfully built solid

relationships with state and local governments in Austin and San Antonio. John focuses on ensuring customer needs are understood and provided in a timely manner. John served the San Antonio community for 25 years as a professional fire fighter.

Erach Songadwala serves as Chief Financial Officer of Sistema Technologies Inc.
Erach has been a technology entrepreneur for more than 24 years. Erach has extensive experience formulating and executing strategic and tactical business goals. He provides clients with exceptional management guidance and the executive skills needed to help them foster growth. His previous assignments have included human resources, customer relations, sales and operations. Erach has assisted businesses, including startup companies, to develop into profitable companies. He encourages a non-hierarchical, flat organizational structure to foster an open, success oriented business culture. Erach is a consummate technical resource for e-government transformations, application development, business intelligence, project management, maintenance/support, and quality assurance.

With the combined experience of the Sistema principals and combined with our company business portfolio, Sistema is an asset to the great State of Texas and will be a terrific partner for the City of San Antonio for this Contract Management requirement.

> *3. Describe your organizations growth for the past three (3) years. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in next two (2) years*

Sistema Technologies Inc. has not restructured, merged or downsized over the past three (3) years and does not anticipate doing so in the next two years. Sistema has, however, experienced growth. Sistema is headquartered in San Antonia and was founded in 2002 to provide high caliber IT services to private and government clients. Sistema fostered its growth by concentrating on delivering high value services and by providing skilled IT professionals. Sistema not only provides its customers with highly trained and experienced personnel, Sistema also provides insightful solutions to business and IT challenges. In July 2013 Sistema opened a branch office in Austin and in June 2015 purchased a building in Austin. Sistema is a HUB Certified, SBE, Hispanic American / Minority Business Enterprise in good standing with the Texas Comptroller of Public Accounts (VID# 1820573641800). Sistema is current in payment of all taxes, including Sales and Franchise Taxes and is "in good standing" with the Comptroller of Public Accounts.

4. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein.

Summary:

Sistema will engage GrantVantage Inc. (GV) and Trinity Technology Group (TrinityTG) as functional sub-contract partners for this RFCSP requirement. Sistema will leverage its core competency in project management and software testing. The GV team contributes its industry leading cloud-based contract management solution. TrinityTG's brings its extensive experience in Microsoft Dynamics 365 development and financial integration to the solution.

The GV Solution was built from the ground up with Microsoft technology and with the assistance of Microsoft consultants. Often regarded as Microsoft's "go to" grant management solution, the GV team works closely with Microsoft on various aspects of the solution including, but not limited to, technology direction, functionality, scalability, and best practices in deployment.

The features and functionality of the GV Solution include:

- Unlimited grants and 35 GB date storage for all users;
- Live and on-line tech support;
- Interactive dashboard for oversight of grant spending, objectives, performance measures and grant activities;
- Custom budgeting components to enable contract and grant-specific budgeting, including tracking direct, cash match, and in-kind spending. Special features include budget revisions, carryovers, multi-funder source allocations, budget change and approval management, and budget vs actual reporting;
- Custom component for Objectives, Performance Measures and Grant Activities,
- Custom security that enables project-specific access to contracts and grants;
- Contract Management;
- Drawdowns, Reimbursement & Disbursements;
- Contract/Grant Close-out and Archiving;
- Pre-configured reports;
- Sub-Awardee Risk Assessments;
- Complete funder portal for posting of RFP's and funding announcements, online applications, panel reviews and awarding of contracts and grants; and
- Partner management.

Partnering with TrinityTG leverages its successful track record in successfully implementing Microsoft solutions for state, and local government entities. The GV Solution was developed using the Microsoft Dynamics 365 platform, which enables Sistema, GV and TrinityTG to add, update, and modify the solution and workflows to fit the unique needs of the COSA. Based on our team's high-level understanding of these requirements, a majority of the required functionality is available to COSA "off the shelf", taking advantage of the fact that the GV Solution is a commercial off the shelf offering.

Sistema Technologies Inc. is headquartered in San Antonio, Texas, and has a branch office in Austin, Texas. Sistema is a minority-owned, HUB certified business that provides state and local government agencies with exceptional information technology (IT) enterprise solutions and staff augmentation services. Sistema's skilled management team includes its President, Joe Vallejo, Vice President John Lujan and Chief Financial Officer Erach Songadwala. Their biographical information is above. Sistema is a trusted partner to the City of San Antonio (COSA) and successfully led and completed numerous contracted projects for COSA. Sistema has also provided system architecture support, programming, and integration services to other regional agencies. Sistema's experienced team clearly understands COSA-DHS's needs and will provide the IT infrastructure, policies and procedures required to satisfy COSA-DHS requirements. Partnering with Sistema to support this COSA-DHS requirement are GrantVantage Inc. and Trinity Technology Group. GrantVantage provides a complete grant and contract management software solution and has experience working with federal, state and tribal governments and community health and nonprofit organizations. Trinity provides development and integration services with exceptional experience in end-to-end business solutions. Together, the Sistema team with subcontract partners will exceed COSA-DHS's expectations and provide a contract management solution to meet your needs.

GrantVantage Inc. is an American Indian woman-owned small business headquartered in Arlington, Virginia. In 2014, GrantVantage launched its cloud solution for managing contracts and grants. The GrantVantage Solution is easy to use, flexible, web-based, and built on the world-class Microsoft Dynamics 365 platform. The GrantVantage leadership brings subject matter expertise in contracts and grants management, training and technical assistance support to the Sistema team. The GrantVantage team has extensive experience supporting federal, state, local governments and nonprofit organizations. Their expertise extends to the design, implementation and lifecycle management of contract and grant business solutions -from funding announcement to close-out – and

organizational training and technical assistance. The GrantVantage team focuses on compliance with the OMB Uniform Grant Guidance and preparing customers for the 2020 reporting implementation requirements of the Federal DATA Act. The GrantVantage team also offers tools and training in monitoring and evaluation programs for managing high-risk portfolios specific to direct service community-based social development programs.

Trinity Technology Group (TrinityTG) is an IT consulting firm headquartered in Sacramento, California. Since 1999, TrinityTG provides end-to-end total business software solutions, custom development and system integrations. TrinityTG's primary client base is almost exclusively government agencies. TrinityTG's partnership value is their extensive expertise in financial system integrations and Dynamic 365 workflow implementation. TrinityTG is well-known within the Microsoft business community and is a Gold Certified Microsoft Partner in Dynamics 365. TrinityTG has also been recognized by both Microsoft and industry professionals as a leader in solution implementations and financial integrations.

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5. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience.

Sistema Technologies has assembled an excellent team of Sistema personnel and sub-contractors to support the management, implementation, and long-term success of this contract. Sistema will provide onsite project management and quality assurance through a successful implementation, and a local account representative throughout the life of the contract.

Sergio C. Hernandez PMP is the Project Manager
Sergio Hernandez is an IBM Certified Executive Project Manager with 20+ years of IT experience which includes 6+ years managing people, and 13+ years managing large enterprise Application Development and Maintenance Projects, Website Development, Systems Integrations, and Infrastructure Deployments with various software technologies. Sergio has a strong track record delivering high quality projects, on time, and within budget. He has experience working with the Texas State government and local organizations. He previously worked at the City of San Antonio (COSA) managing several technical projects.

Jacob Lujan is the COSA-DHS Account Manager. Jacob has four years of experience working as an IT account manager and works closely with clients to ensure customer

technical support needs are accomplished. Jacob is primarily responsible for onboarding new customers, kicking off new projects, meeting with customers to confirm technical requirements align with project goals. Jacob works closely with vendors and service providers to deliver a complete solution that meets a customer's requirements. Jacob continues to assess technical staff to ensure project services align with customer's needs and is the primary person assigned to the customer throughout the life of the contract to remedy customer concerns. Jacob has a comprehensive understanding of the Texas State Government procurement process and has co-authored successful proposal and follow-up responses to Department of Information Resources Information Technology Staff Augmentation Services Contract (ITSAC), and Deliverables-Based IT Services (DBITS) contract.

Sistema Technologies will also provide a Quality Assurance tester for integration and implementation activities as well as four system trainers to support the 20 COSA users and 60 external contractors.

Sean Mahon is the Solutions Delivery Director for Trinity Technology Group, Inc. Sean brings over 15 years' experience in IT systems integration, with an emphasis in Health and Human Services for state and local government. He has managed, designed, and implemented numerous systems that involve complex integrations. As a manager and later a director at Trinity Technology Group, Sean led the creation and growth of the Microsoft Business Solutions practice, which focuses on implementing both packaged and custom software solutions for state and local government. During his first 8 years with Deloitte, Sean was involved with numerous state-level, large scale projects , including the implementation and support for several human service eligibility systems, including Texas TIERs and the California Information Network (CalWIN).

Quanah Stamps is a Senior Project Manager for GrantVantage Inc. and leads all new customer engagements. Quanah brings to this project 30 years' experience in contracts, grants, and related public policy – expertise she acquired supporting and working directly with federal, state, U.S. Territories, and local governments, as well as domestic and international non-profit organizations. Quanah has served in executive leadership positions with the U.S. Small Business Administration and the U.S. Department of Health and Human Services. She has designed, implemented, and managed a wide-range of social and economic development programs. Beginning in 2002, Quanah served for 8 years as Commissioner for the Administration for Native Americans. As Commissioner, Quanah led over 30 multi-agency partnerships, managed the lifecycle (Announcement to Close-out) of three national discretionary grant programs, administered a $24M

development loan fund, invested $300M in discretionary funds in social and economic development initiatives, and managed multiple technology, training, and technical assistance contracts. Quanah is an enrolled member of the Cherokee Nation, has a Master's degree in International Commerce and Policy from George Mason University, and is an active member of the National Grants Management Association, the Grants Professional Association, and served (until January 2017) as a national Trustee of Camp Fire USA. The GV Solution is the second contract and grant management solution Quanah has designed and implemented. Her first system was implemented in 2003 in the U.S. Department of Health and Human Services, Administration for Children and Families.

Frank Paty is the Operations Customer Support Manager for GrantVantage and leads all state and local government customer implementations. Frank is a proactive leader with 25 years' experience implementing information technology business solutions and support processes. As head of customer support, he provides management for the GV Solution on-line nation-wide help desk to ensure all customers are registered, have access, and support tickets are processed successfully. Previously Frank managed customer engagements for Dell. He is skilled at communicating at all organizational levels, translating customer requirements into technical solutions, and implementing complex solutions with minimum risk. Frank has a background in technical hardware and engineering, system analysis and telecommunications. He also has an awesome sense of humor!

Sergio C. Hernandez, Project Manager - Resume
Sistema Technologies, Inc

SUMMARY:
- IBM Certified Executive Project Manager with 20+ years of IT experience which includes 6+ years managing people, and 13+ years managing large enterprise Application Development and Maintenance Projects, Website Development, Systems Integrations, and Infrastructure Deployments with various software technologies (Cognos, Siebel CRM, Siebel Analytics, BI/Data Warehousing, DotNetNuke (DNN), SharePoint 2007 and 2010, SAP, Legacy, etc)
- PM based experiences include roles as Program Manager, Project Manager, Change Manager, Delivery Manager, and Business Area Manager; managing projects and programs in a variety of platforms (Web, Client / Server, Legacy,

etc.), and at a variety of industries (Government, Healthcare, Banking, Oil & Gas, Automotive, Manufacturing, Software, Electronics, Security Services, etc.).

- Excellent track record in Program and Project Management, Change Management, Quality Management, Financial Management, Risk and Issue Management, Resource Management (including Global Resources), Vendor Management, Contract Negotiations, Outsourcing Transition Management, Application Migration, Teamwork, Leadership, Negotiations, and Problem Solving.
- Experience managing large multi-year complex projects with budgets over $20 Million.
- Strong track record delivering projects with high quality, on time, and within budget.
- Familiar with HR and Payroll process from the business/end-user point of view obtained through experience with 6+ years of managing people, education, and training. Also, I have 8+ years managing contractor relationships and procurement, including negotiations with vendors and development of Statements of Work (SOW), Requirements, and Contracts.
- Strong interpersonal abilities/qualities, including oral and written communications, enthusiasm, and personal energy.

EDUCATION:
- MS and BS in Applied Mathematics (Magna Cum Laude), California Polytechnic State University, San Luis Obispo, CA
- Masters Certificate in Project Management from George Washington University, Washington, DC, 1999
- IBM Education: Over 300 hours of Project Management, over 300 hours of Financial Management, over 200 hours of People Management, over 200 hours of Software Development and Test, and over 100 hours of Organizational Change Management,

CERTIFICATIONS:
- Change Management Certification by Prosci, 2010
- Executive PM Certification by IBM since 2002
- Senior PM Certification by IBM in 2001
- PM Professional (PMP) Certification by PMI since 2000

EMPLOYMENT SUMMARY:

May, 2014 – Present

Senior Program Manager
San Diego, CA
Solar Turbines

- Consultant at Solar Turbines (a Caterpillar company) in San Diego, CA
- Managing the "Legacy Baan Data Warehouse Cognos 8.2 to Enterprise Data Warehouse Cognos 10.2 Report Rationalization, Consolidation, and Migration" program.
- Managing the Rationalization, Consolidation, and Migration of 2500+ Reports, Queries, and Report views into 500+ New Reports with a $2M budget
- Manage the Sistema's Development and Implementation team of 33 Offshore consultants and 5 Onsite consultants.
- Work closely with Solar IT Management and Organizational Change Manager to ensure the business is adequately informed.
- On track to retire the Baan Data Warehouse Server / Cognos 8.2 environment.
- Manage/Coordinate activities across all areas and participants (Solar IT, Business, Onsite Consultants, and Offshore Consultants)
- Manage and Track Project Costs/Expenses to ensure P&L goal is met: Projected PROFIT INCREASE of over 50% as compared to planned/approved Cost/Revenue Model.

February 2013 – April 2014
Senior Project Manager
San Antonio, TX
City of San Antonio(COSA)

- Managed several technical projects for the City of San Antonio (CoSA)
- Enhanced DNN Platform with WCMS Workflows, Security, Performance, Skins, Modules, etc. to improve Websites.
- Designed/Redesigned/Developed public facing websites for all CoSA Departments under www.sanantonio.gov using the "Red Template" to have a consistent look and feel across CoSA.
- Enhanced the Animal Care Services Dispatch system, Chameleon, to better manage the call for service incident dispatch process. This included the implementation of a GPS Tracking system to engage Animal Care Officers in the Field.
- Installed Deep Freeze on an enterprise server and deployed to all public use PCs and Laptops across CoSA Library system-wide.
- Deployed and Configured IBM Records Manager to manage the archiving and destruction or CoSA records.

- Worked closely with clients (CoSA Department Directors, Assistant Directors, and end users) to define requirements and to ensure the websites and systems enhanced/deployed met their requirements.
- Managed Vendors (Firecat Studios, Clarity Ventures, Adjacent Technologies, HLP Inc), along with internal resources (Applications, Client Services, Infrastructure and Database team, etc.).
- Provided mentorship to various members of the PMO; also, reviewed and provided feedback on Project Management work-products.
- Used Best Practices in PM Methodologies, Processes, and Tools throughout the Software Development Life Cycle (SDLC).

September 2010 – February 2013
Senior Project Manager
Westlake Village, CA
Securitas Security Services, Inc.
- Managed several technical projects including a large, highly visible enterprise Client Portal Application, Securitas Connect (on SharePoint platform); this application is used to retain old accounts and win new ones. This application has contributed to the increase of the bottom line profit margins by several points and has the visibility of the CEO, COO, and CIO executives.
- Managed the development of the large enterprise Spanish Client Portal Application, and its deployment to various Securitas Hispanic Regions (Spain, Mexico, and various South American countries.) I worked with CIOs and technical teams from the Hispanic Regions to plan and execute the procurement, installation, and test of the supporting infrastructure (hardware and software) in preparation for the deployment and test of the Spanish Client Portal.
- Also, I managed the market deployment of the new SecuritasSOS Mobile Phone App; this mobile application has had an impact to the company operations' bottom line.
- Managed/Interfaced with third party vendor resources (Microsoft, Enforce Global, SuccessFactor, I3, Swan Island, My911) along with internal resources during the SDLC of the various applications using the Agile/Scrum Methodology.
- Managed all projects to implementation on schedule, within budget, and with high quality.

January 2010 – August 2010
Senior Managing Consultant / Senior Project Manager
Overland Park, KS

- A consultant for National Bank of Kansas City; managed the development and implementation of large enterprise retail banking applications, including development of BI / Data Warehousing application and Analytics Reporting.
- Developed and maintained the project portfolio and project governance (Project Charter).
- Worked with Systems Analysts/SMEs and Developers to create the project strategy, milestones, and project plan.
- Managed projects through full SDLC; responsible for estimating, project planning, execution, controlling, tracking project status (tasks, resources, and timelines), reporting, and closing of the projects.
- Reviewed all plans, status, risks, and issues with the client and project leaders; tracked and reported actions and issues to completion.
- Ensured schedule and financial health of the project through use of earned value calculations; tracked budget to actuals.
- Ensured that completed projects were delivered on schedule, within budget, and with high quality.
- Managed client relationship.

October 2008 – September 2009
Senior Managing Consultant / Senior Program Manager
Singapore
IBM Global Services

March 2008 – October 2008
Senior Managing Consultant / Quality Manager
Riyadh, Saudi Arabia
IBM Global Services

January 2008 – March 2008
Senior Managing Consultant / Project Manager
São Paulo, Brazil
IBM Global Services

May 2006 – December 2007
Transition / Delivery Manager
Detroit, MI
IBM Global Services

September 1992 – May 2006

Program Manager
IBM Global Services

Sistema Technologies, Inc

Work Experience

Summary

Four years of experience working as an IT account manager. Work closely with clients to ensure that all technical support needs are being met. Responsible for the onboarding of new customers to include meeting with potential customers to establish technical needs and requirements to align with company goals. Work closely with vendors and service providers to deliver a complete solution that meets all customer requirements. Review technical staff knowledge base to ensure it aligns with our customer's needs. Remediate any customer complaints and/or concerns. Comprehensive knowledge of the Texas State Government procurement process. Co-authored a successful response to Department of Information Resources Information Technology Staff Augmentation Services (ITSAC), and Deliverables-Based IT Services (DBITS).

Sistema Technologies, Austin, TX
Account Manager, May 2012 – Present
- Developed business plans and sales strategy to ensure attainment of company sales goals and profitability.
- Manage day-to-day client contact to ensure satisfaction and resolve questions or concerns
- Prepare presentations on account reviews, key strategic insights, and potential opportunities for meetings with client's senior management.
- Coordinate face-to-face interviews and follow up with Client managers and candidates.
- Thoroughly screen all the candidates and understand their background, experiences.
- Met with consultants on a regular basis to ensure overall satisfaction for consultant and the client.
- Crafted successful responses for the Texas State Government RFOs, RFPs and DBITS.

- Develop and maintain relationships with vendors and consultants to ensure client satisfaction.
- Work directly with clients to completely understand their needs and priorities. Translated the client's needs to detailed requirement for our recruitment team.
- Manage between 15-25 consultants at any given time.

Education

Texas A&M Corpus Christi, Corpus Christi, TX
Bachelor's Degree Computer Science, May 2012

Sean Mahon, Project Manager - Resume

PROFESSIONAL SUMMARY

Sean Mahon is a certified Project Management Professional (PMP) and has over 15 years of experience in small and large-scale completed and accepted enterprise system implementation. His industry experience includes a focus on the public sector, particularly State of California. His background experience includes managing a variety of projects and teams through the entire System Development Lifecycle (SDLC).

EXPERIENCE

Member Management System
California Hospital Association
Sr. Project Manager
October 2014 – Present
Mr. Mahon served as the senior Project Manager on a team to design, develop, and implement a new member management system for the California Hospital Association. Using Microsoft Dynamics xRM 2015, ClickDimensions, and EasyTerritory, the solution provides an integrated system for managing member contact information, determining membership constituents based upon geographical boundaries, and consolidating communications to the member organizations. The project included business process analysis, system architecture, solution design, development, testing, training, data conversion, and implementation support.

DocQNet
California Department of Business Oversight (formerly Department of Corporations)
Project Manager
April 2013 – Present

DOCQNET is a licensing, enforcement, and case management system that replaced over 50 legacy applications at the Department of Business Oversight. Built using Microsoft Dynamics xRM, ADX Studios Portals, SharePoint, SQL Server, and the .NET Framework, DOCQNET supports 5 business divisions in the licensing, compliance, and tracking of financial institutions in the state. It makes use of OTech's Tenant Managed Services, providing DBO with a brand new enterprise platform for hosting a number of applications. DOCQNET supports over 300 internal users, and provides a web portal for self-services access to license filing, fee payments, report filing, and complaint submission to nearly 400,000 licensed entities. The project included business process analysis, design, development, testing, training, organizational change management, and data conversion.

Dental Scheduling and Tracking System
California Correctional Health Care Services
Sr. Project Manager
July 2012 – Present
Mr. Mahon served as Senior Project Manager with TrinityTG for the design and implementation of the Dental Scheduling and Tracking System to replace a legacy MS Access for California Correctional Health Care Services. The resulting system was the first statewide web-based application to be deployed in all 34 institutions statewide.

Clinical Operations Review System (CORS)
California Correctional Health Care Services
Senior Project Manager
October 2011 – June 2012
Mr. Mahon served as Senior Project Manager with TrinityTG for implementation of a system that automated the workflow and reports related to the clinical operations review process related to inmate health care provision. This system (CORS) was based on Microsoft Dynamic CRM 2011 to provide the base web application, database, workflow and reporting functionality. Customized features include interfaces to the CCHCS data mart, custom APIs to support specific business logic in the review process, and custom reports that emulated static forms currently used in the paper-based process that this system replaces. Once successfully implemented and accepted, provided data conversion from legacy Access/Excel data sources into CRM.

WhoSpot Application
ExpressMedia
Senior Project Manager
April 2011 – October 2011

Senior Project Manager providing implementation and testing support for WhoSpot, a custom developed application designed to automate TV airtime buying/selling process for media buying agencies. Provided functional analysis, UAT support and planning implementation to help complete a stalled development effort and provide architectural guidance and design support for structuring and scoping future application phases.

Low Carbon Fuel System
California Air Resource Board
Senior Technical Lead
June 2010 – March 2011

Senior Project Manager for the implementation of a system that collects and reports on quarterly transportation fuel transactions from regulated parties, for the purpose of collecting and calculating carbon credits/deficits. This tool uses the latest .NET Framework, and features a scalable design that supports the bulk upload of quarterly data via XML, as well as through direct entry. Involved refactoring a partially built system in order to complete implementation within an aggressive two month timeframe. The first phase includes functionality needed to input quarterly data and calculate credit balances for the quarter.

CAAT360 ARRA Tracking System
State of California Office of the CIO
Senior Project Manager
January 2010 – March 2011

Senior Project Manager for the implementation of California ARRA and Accountability Tool (CAAT). This tool is responsible for collecting data from four program areas that are required to report to federal government on awarding of ARRA stimulus fund money every quarter: State and local mandated reporting, unemployment grants, and State impacted federal grant monies. The system is based on Microsoft Dynamic CRM 4.0, and allows for 420 users to input data via direct system entry or via XML upload. The system then exports an XML file that is consumed by the federal government's centralized reporting tool. The CAAT system also provides users with a variety of management tools, such as approval workflows, reporting dashboards, and document upload capabilities. The first phase was to replace the legacy CAAT tool, which was a hastily built web application with limited functionality. The second phase included several customizations to the product, including capabilities to transmit geo-coded data via web services to CA's Recovery website, recovery.ca.gov to publish on a map.

Incentives Information System (IIS)
Bay Area Air Quality Management District

Senior Project Manager
August 2009 – December 2009
Mr. Mahon served as the Senior Project Manager with TrinityTG for the Incentives Information System (IIS) project. BAAQMD is implementing a new grants management system for submittal, approval and administration of grant requests under the Carl Moyer Program. The IIS is a custom-developed .Net application featuring integration with ILOG business rules engine and Microsoft SQL Reporting Services. The first phase includes the core functionality to submit and approve proposals for grants, as well as developing frameworks for eventual integration with other systems in the District.

Texas Integrated Eligibility Redesign System
Texas Health and Human Services Commission
Project Manager
July 2008 – August 2009
Project Manager for Production Support and Maintenance with Deloitte Consulting for Texas Integrated Eligibility Redesign System (TIERS). TIERS is a large scale web-based case management system that administers benefits for multiple key social service programs including TANF, Medicaid, and Food Stamps, for thousands of users. Featuring a service oriented architecture, TIERs interfaces with several other state systems as part of a larger suite of enterprise applications the state uses to administer benefits.

Chevron
Project Operations Manager
January 2007 – July 2008
Mr. Mahon served as the Project Operations Manager with Deloitte Consulting for the Global Information Link project (GIL). GIL is an enterprise wide information management program, using SharePoint Server 2007 as a base for the solution. The program included consolidation of terabytes of data across several legacy systems, with an intent to provide global access to all Chevron assets (oil rigs, remote sites, etc.).

CalWORKs Information Network
CA Welfare Case Data System Consortium
Project Manager
July 2002 – December 2006
Project Manager with Deloitte Consulting for the CalWORKs Information Network (CalWIN). CalWIN is a desktop application developed for a consortium of 18 California county social service agencies including TANF, RCA, GA, Foster care, CAPI. This served thousands of users for nearly 50% of the state's welfare population. CalWIN automates

eligibility calculation, worker caseload management, issuances and claims, notifications and management reports.

Orange County Social Services Agency
Process Lead
August 2001 – June 2002
Mr Mahon served as the Process Lead with Deloitte Consulting for the Agency's business process redesign. With over 3800 workers, Orange County is responsible for managing a caseload of approximately 90,000 active social services cases on CalWIN.

SKILLS
- **PROJECT MANAGEMENT** - MS PROJECT, EXCEL, CRITICAL PATH ANALYSIS
- **TOOLS** - SQL, DYNAMICS CRM 2011-2015; SHAREPOINT 2010-2013, ADX STUDIOS PORTALS 6/7
- **WEB TECHNOLOGY**: JAVASCRIPT

EDUCATION
B. A., Mass Communications; Minor, Business Administration, University of California, Berkeley 1996 to 2000

CERTIFICATIONS
Project Management Institute - Project Management Professional – September 2005
Managing MS Dynamics Implementations – 12/2014
MS Dynamics Pre-Sales Technical Specialist– 12/2014
MS Dynamics Pre-Sales Specialist– 12/2014

Quanah Crossland Stamps, Project Manager - Resume
GrantVantage Inc

Summary

Quanah Stamps is the Senior Managing Partner of GrantVantage Inc. With 29 years' experience in grants, contracts, and public policy, she has served in executive leadership positions with the U.S. Small Business Administration and the U.S. Department of Health and Human Services. Quanah has designed, implemented, and managed a wide-range of social and economic development grant programs supporting domestic and international organizations and communities. In 2002, Quanah serve as Commissioner for the Administration for Native Americans. She managed the grant lifecycle for three

national discretionary grant programs, administered a $24M development loan fund, invested $300M in social and economic development initiatives, and provided oversight of multiple technology, training, and technical assistance contracts. In 2012, Quanah co-founded GrantVantage Inc. to meet the grant management needs of states, tribes and local governments. Quanah is an enrolled member of the Cherokee Nation, is a national Trustee for Camp Fire USA, and holds a Master's degree in International Commerce and Policy from George Mason University.

Professional Profile

- Executive leadership and experience managing high visibility national projects, direct-service delivery programs, and unique multi-partner initiatives.

- Program Manager with 29 years' experience managing grants, contracts and community-based social and economic development programs, services and initiatives.

- Directly managed and evaluated the performance of senior executives, senior program managers, project officers, grant and finance teams and contract personnel.

- Administered $24M development loan fund and invested $300M in social and economic development initiatives, serving tribes and nonprofit organizations.

- Designed, managed and secured funding for projects, programs, contracts, and grants ranging in size from $5,000 to $47 million.

- Advised on urban, rural and village development projects throughout Alaska, continental U.S., Pacific Basin, El Salvador, Mexico, Macedonia, and Russia.

- Expert at leading and facilitating small and large group trainings.

Relevant Experience

Senior Partner, GrantVantage, Inc.   **December 2012 to Present**
Provides executive business leadership for GrantVantage Inc. Ensures integrity of SaaS grants and contracts Solution. Oversees development and all customer implementations. Provides consulting, training and technical assistance services to states, Tribes and nonprofit organizations in the areas of grant portfolio management,

workflow management, organizational strategic planning, grant compliance, project monitoring and evaluation, sub-award risk assessments.

Director, Community Strategies 360,   **April 2009 to December 2012**
Provided grant management training and technical assistance for nonprofit organizations and tribes. Developed strategic plans to rescue stalled and/or misaligned projects and negotiated with funders to preserve investments. Monitored, evaluated and assessed the impact of federal, state and foundation grant funding. Led managers and consultants in the design and implementation of human service programs. Provided management leadership training for nonprofit organizations to increase and diversify funding, grant implementation and oversight, and staff efficiency. Led strategic planning sessions, project proposals and funding strategies for community-based initiatives. Specialize in need assessments, grant, sub-recipient and contract management, data collection processes, compliance reporting, and portfolio impact evaluations.

Commissioner, Administration for Native Americans - July 2002 to January 2009
U.S. Department of Health and Human Services
Administration for Children and Families (ACF)
Confirmed by the United States Senate. Implemented national projects supporting Presidential and Secretarial initiatives. Chaired, Secretary's Council on Native American Affairs. Provided policy analysis and national program management recommendations to HHS Secretary, ACF Assistant Secretary and numerous White House and Department management boards. Developed and led budget planning sessions, drafted budget justifications and presented (defended) agency budget priorities to HHS Secretarial board and OMB examiners. Managed day-to-day operations of three national discretionary grant programs and multiple technology, training, and technical assistance contracts. Administered $24M development loan fund and invested $300M in social and economic development initiatives, environmental mitigation projects, and language and cultural preservation activities. Led senior management staff in the design, review, award, management, and evaluation of over 2100 grant projects.

QCS International   **April 1998 – June 2002**
Provided consulting and strategic business services for U.S. and international organizations seeking U.S. Aid funding. Provided country risk investment analysis, drafted international market trend reports, consulted on and designed product distribution networks, and funder management reporting.

Assistant Administrator, Native American Affairs   **October 1994 – April 1998**
U.S. Small Business Administration

Member SBA Management Board and Senior Policy Advisor to the SBA Administrator. Managed day-to-day operations. Provided policy, management, and strategic operational advice and recommendations to SBA Administrator and SBA Management Board. Negotiated national private/public partnership agreements and federal contract award goals supporting small business. Directly supervised and evaluated the performance of program staff and field project officers. Specialized in government contracting and economic development programs serving Native American entrepreneurs and small businesses located in Alaska, Hawaii and the continental U.S.

Education and Languages

- MA, George Mason University, International Commerce and Policy (2000)
- BIS, George Mason University, Acquisition Management Systems (1990)
- Languages: Fluent in English, Travelers Spanish

International Projects

ACDI/VOCA (April 2011)
Farmer-to-Farmer program, Former Republic of Macedonia.
GRADINARI Vegetable Producers Association (Family farmer produce cooperative). Provide training and technical assistance to Board of Directors in managing and securing funds for Cooperative operations. Developed membership services programs highlighting recurring income revenue options for sustaining Cooperative. Assessed local, regional, and international produce distribution networks. Developed project proposal for partnership investment.

Winrock International (June & August, 2012)
El Salvador – USAID Farmer to Farmer Program
Collaborated with country Non-Governmental Organizations (NGO) to provide project development support to Board of Directors for four villages and five farmer associations. Led project development trainings for three farmer cooperatives, one youth development organization, and one community social services organization.

Professional and Personal Affiliations & Awards

Enrolled Member, Cherokee Nation, Tahlequah, Ok.
Member, National Board of Trustees – Camp Fire, USA
Member, National Grants Management Association

Member, U.S. Women's Chamber of Commerce
Presidential Volunteer Service Award (2012)

Franklin M. Paty, Operations Direction - Resume
GrantVantage Inc.

SUMMARY OF EXPERIENCE:
Mr. Paty is a leader with 25 years professional IT experience, including 13 years of technical field sales, six years' telecommunications, three years' system analysis and six years' management experience. Extensive experience in the client hardware field to include engineering, customer support and sales. Skilled at communicating at all organizational levels, translating customer requirements into technical solutions and the implementing complex solutions.

DETAILED EXPERIENCE:
GrantVantage
Operations Director
August 2016 to Present

Overall technical, implementation and operational leadership for internal and customer requirements. Provides guidance on technology decisions, leads customer implementation projects and provides post implementation support. Acts as primary technical interface between customers and the GrantVantage team.

Dell, Inc.
Systems Engineer IV
August 2011 to February 2014

Senior member of the Precision Workstation sales team supporting the Department of Defense. Worked with the Account teams and Regional Sales Directors to drive workstations sales nationwide. Provided technical insight and solutions inside and outside of Dell. Acted as an information conduit between customers, sales and the Product group, ensuring the voice of the customer is represented. Work closely with key partners Microsoft, nVidia, AMD and Intel.

Dell, Inc.
Product Technology Consultant
May 2005 to August 2011

The role is commonly known as a Client Technologist or CT. Provided customer facing expertise in all facets of client computing hardware and software solutions. Provided technical sales support to account teams and customers for the OptiPlex, Latitude, Precision and mobile product lines. Operating Systems, Wireless, Security and peripherals were also supported in the role.

Dell, Inc.
Account Executive
March 2004 to May 2005

As an Account Executive, was responsible John Hopkins University and other smaller Hi Ed accounts in the Maryland Area, a $25M Territory. Succeeded in growing the territory by 10% annually and was named the Hi Ed AE of the quarter for Q3 based upon attainment.

Dell, Inc.
On-Site SE Manager
December 2001 to May 2004

As one of originating managers in the On-Site Engineering organization, developed fully loaded rate structures, statements of work and activity reporting tools. Led a team of SE's through the transition from being a part of the sales force to a customer paid resource. Negotiated OSE engagements internally and externally. Handled all people management activities required by Dell.

Dell, Inc.
Systems Engineer
October 2000 to December 2001

Provided customer facing technical expertise in support of Dell's Federal and DOD Client sales efforts. Carried quota for half of the Federal client business. This role transitioned to an On-Site SE role in February 2001. Supported Montgomery College and North Florida K12 customers as OSE

MINDSHIFT TECHNOLOGIES, INC. (Formerly OneNet Technologies)
Field Services Manager and Founding Member
August 1999 - October 2000
ELECTRONIC DATA SYSTEMS

Network Operations Manager
March 1996 – August 1999

I-NET, INC.
Project Manager
January 1995 to March 1996

SETA CORPORATION
Project Manager
September 1992 - January 1995

INTERNAL REVENUE SERVICE
Computer Systems Analyst
March 1991 - August 1992

ELECTRONIC DATA SYSTEMS
Telecommunications Specialist
August 1988 - February 1991

UNITED STATES ARMY, SIGNAL COMPANY, 1st SPECIAL FORCES GROUP (Airborne)
October 1984 - March 1988

EDUCATION: Liberal Arts, Santa Fe Community College, 1982-1983

TECHNICAL TRAINING: Microsoft Certified Systems Engineer, 1997
Course 20410 Installing and Configuring Windows Server 2012 R2, 2014
Course 20411 Administering Windows Server 2012 R2, 2014
Course 20412 Configuring Advanced Windows Server 2012 R2, 2014
Course INCD1 Interconnecting Cisco Network Devices Part 1, 2014
Course INCD2 Interconnecting Cisco Network Devices Part 2, 2014

6. Describe Respondent's experience relevant to the Scope of Services as requested by this RFCSP for the following

(a) A Solution to provide a web-based portal for agencies to logon to manage *contract requirements.*

The Sistema team proposes the GV Solution as it represents a lifecycle, web-based contract and grant management solution hosted on the Microsoft Government cloud. The GV Solution strengthens management oversight controls for all interactions between the COSA with agencies, reviewers, grantees, sub-recipients, partners, and consultants. The intuitive interface offers users real-time data and dashboards for visibility into the progress of any application, review panel, contractor/grantee and sub-recipient. Users of the GV Solution can easily manage project goals, objectives, activities, performance indicators, and related budgets. Because the GV Solution is designed by grant management professionals, the system's functionality eliminates arduous administrative tasks, introduces a natural workflow to capture required data, provides a single location for all applicant, grant and sub-recipient documentation, and standardizes the contract management process for faster, easier user adoption. The GV Solution integrates with Microsoft Office 365, Outlook, SharePoint, e-sign DocuSign, collects data, tracks emails, and allows users to assign tasks. The GV Solution offers the following pre-award and post-award contract functionality.

Funder & Applicant Portal:

- Unique and configurable Funding Opportunity templates;

- Secure applicant managed profiles;

- Configurable applicant eligibility surveys;

- Online panel and management reviews;

- Contract/Grantee/sub-recipient Risk Assessments; and

- Automated award process.

Post-Award Contract Management:

- Project set-up wizards, alerts, email & access to online help;

- Dashboards: Budget, objective, performance indicators & activities;

- Document and report management;

- Multi-year, multi-level budget and sub-recipient management;

- Multi-funder source allocation: project, objective, budget category, & transaction type; and

- Drawdowns, disbursement and reimbursement.

Sub-recipient Management:

- Program and budget management dashboards;

- Reporting, alerts, email; and

- Drawdowns, Reimbursements and Payment Disbursements.

(b) Capabilities to manage agencies logons for security and auditing purposes (levels of access) The GV Solution provides secure access and prohibits the user from bypassing the authentication mechanisms. Agencies can create online profile accounts and have secure user access with user email, password and captcha program that protect websites against bots by generating tests that humans can pass but current computer programs cannot.

Tie-in to active directory – The GV Solution utilizes Azure Active Directory to authenticate users to Dynamics 365 and manage user accounts. Microsoft Dynamics 365 offers a full range of password strength and renewal rules capabilities.

Password Reset: Provides password protection and password renewal capability.
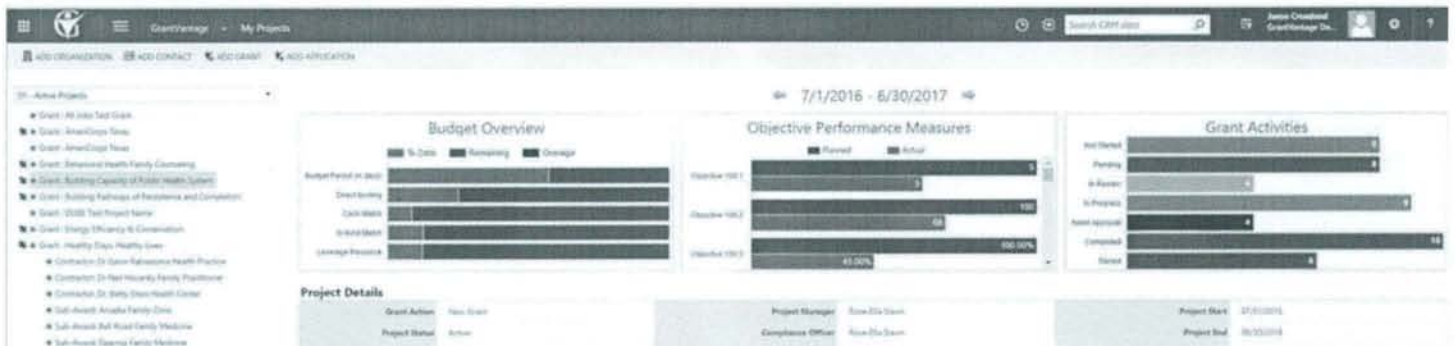
Figure 1: GrantVantage Home Screen Dashboards **(Budget, Objectives, Performance Measures & Activities)**

(c) A solution to provide automation in managing of agencies contracts

The entire GV Solution is built around logical workflows to automate the grant and contract lifecycle. The GV Solution uses a workflow wizard to guide agency applicants through the submission process. A user defined status such as "Eligibility Round" or "In Review" appears in the applicant's profile adjacent to the applicant's submitted application package. Out-of-the-box, the GV Funder & Applicant Portal offers the following status for funding announcements:

- Draft;

- Open;
- Closed;
- Postponed;
- Cancelled; and
- Archived.

Workflows are also used to: create the review process and review documentation, track the review and award/denial process. Workflows surround the risk assessment and monitoring process, and grant close-out process. The standard workflow extends to user permissions, notifications for financial & budget reports, budget management, objectives and performance indicators. The GV Solution also offers standard workflows and dashboards to track the status of budgets, objectives, detailed performance indicators and activities. Workflows can be managed by user name, grant access, and the user's role in the contract management process. User workflows can be easily assigned for: reporting, budget approval and management, objective, and performance change requests, and task assignments.

Applicants see the following status when responding to an RFP or Program funding opportunity, before and after submission of an agency application:

- Apply Now;
- Save for Later;
- Draft; and
- Submit Application.

As the application moves through review process, agency's will see one of the following standard status fields in their profile next to the announcement title and number:

- Submitted;
- Eligibility review;
- In-review;
- Management review;
- Award review; and
- Declined/Award.

For post-award contract management - The GV Solution offers exceptional options and value for organizations managing a wide-range of grant projects across departments or program offices, including all interactions with contractors, partners and sub-recipient organizations. The easy access and logical, intuitive interface provides users with real-

time data for visibility into the progress of any contract/grant objectives, activities, performance measures, and related budgets.

(a) A solution to automatically subtract expenditures from the budget once business workflow approval process is satisfied.

(d) Validation (math, required fields, range, budget). Out of the box functionality in Dynamics 365 allows for configuration of calculated fields, field requirements (required/not required), ranges for number fields, and storing of budget data. The GV Solution offers extensive budget management and performance. Users can create primary and subordinate budgets, process budgets supplements, carryovers, revisions, and changes. The GV Solution will automatically subtract expenditures from both the primary and sub-recipient budgets once transaction workflow processes are complete.

(e) Ability to configure and provide reports electronically, in various formats, documents (I.e. Word, Excel, PDF, Crystal Reports, etc...).

The GV Solution will provide COSA with a multitude of reporting options. Microsoft Dynamics 365 provides custom reporting features and the GV Solution offers standard transaction detail reports, budget vs actual, project specific performance reports for contractors and sub-recipients, and portfolio reports such as Spending by Funder. The GV Solution provides over 10 configured and predefined reports. A report wizard is available to simplify the report generation process.

Advanced Find can be used for ad-hoc reporting, using Dynamics 365's own query-by-example tools. Queries can be saved for future use.

The Sistema team will also provide a Document Core Pack which provides a set of tools to create and process documents effectively. The Core Pack wizard supports the following file formats .pdf, .html, .docx, .doc, .txt, .xps, .png, .jpeg, .epub, .bmp, and .msg and enables users to generate and process documents using the Dynamics 365 workflows.

(f) Reports to identify how many services a program provided.

Within the GV Solution, COSA and participating agencies can establish and describe performance measures to track and report on services provided. The GV Solution offers

survey data, demographic and geographic data, including date range, dollar amount, percentages, milestones, and numbers. COSA can run queries against data entered such as services provided, types of services, and number of clients served.

(g) Customizable and automated reports, contracts, fiscal documents, etc... submission reminders

The GV Solution provides an Agreement Editor with cut and paste text features, database merge fields, and a global library of contract and grant terms & conditions with customizable templates for award and fiscal documents. The GV Solution also offers pre-configured automated project overview, and performance and budget reports. COSA can also set reminder notifications using workflows to notify (or remind) agencies when reports or other required documents are due.

The CRM Report Wizard also provides a graphical user interface that contract and agency end users alike can use to create custom reports. The wizard provides the user with multiple graphical formatting options for reports and enables the user to select and change those options instantly, making it simple for users to create reports on demand.

(h) Integration with the City of San Antonio accounts payable and documents management systems for processing invoices and payments record keeping, document management and storage.

The GV Solution is designed to integrate with financial applications. It is the perfect intermediary solution – it can manage the invoicing process for budget drawdowns and reimbursements, and document disbursements and payments – supporting. Not duplicating, the financial system's payment execution process.

(i) The solution and users shall have ability to identify and format various document types, i.e contract, performance measures, invoices, budget revisions, etc... for document management storage and records retention.

All COSA and agency users can store, manage, print and export to Excel, Word, PDF. Additionally, users can upload files to transaction records, reports, notes & attachments. The GV Solution also has an Agreement Editor with cut and paste text features, database merge fields, and document saving options to PDF and Word.

Figure 2: Customizable objectives, performance measures, activities, **with status of Not Started, Pending, In-review, Stalled, In Progress and Complete**

(j) The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system. Trinity

The Sistema team will also provide a Document Core Pack which provides a set of tools to create and process documents effectively. The Core Pack wizard supports the following file formats .pdf, .html, .docx, .doc, .txt .xps, .png, .jpeg, .epub, .bmp, and .msg and enables users to generate and process documents using the Dynamics 365 workflows.

(k) The solution shall transpose all documents/forms into a PDF form.

This is out of the box functionality for the Document Core Pack.

(l) Customizable performance measures reports, dashboards and financial management

This is out of the box functionality for the GV Solution.

(m) Client identification, application intake, eligibility determination, and processing.

This is out of the box functionality for the V Solution.

City of San Antonio - Department of Human Services

GrantVantage

ORGANIZATION SETUP   QUESTIONS (4)

- MY OPPORTUNITIES
- MY APPLICANTS
- ORGANIZATION SETUP

- Financial Performance () (4)
- Management Review () (3)
- Project Management () (5)
  - Category Details
    - Please describe your community partnerships (Large Text)
    - Does the organization meet with partners regularly to review their supportive strategy? Please describe (Large Text)
    - Does the organization have procedures and strategies for recruiting, managing, and evaluating partner contributions? Please describe (Large Text)
    - Does the organization have an effective public relations plan to recruit partners? Please describe. (Large Text)
    - Identify the types of project or contracts your organization has successfully completed. (Check List)
    - ADD QUESTION
- Eligibility Round - Application Submission () (5)
- ADD CATEGORY

Figure 3: COSA-DHS can design the application process, require document uploads, provide documents to agencies for completion, ask pre-submittal confirmation questions, and survey agencies

(o) Automated contract and budget process for review, approval, tracking, comments, actions and suspension capabilities of delegate agencies.

This is out of the box functionality for the GrantVantage Solution.

	IDC Rate	Threshold	Direct	Cash Match	In-Kind Match	Total	
Sources			$1,480,000.00	$31,000.00	$26,000.00	$1,537,000.00	Create Revision Draft
Contracts			$30,000.00	$5,000.00	$8,000.00	$43,000.00	Create Carryover Draft
Sub-Awards			$300,000.00			$300,000.00	Request Budget Change
Personnel			$352,000.00			$352,000.00	View Change Requests
Contractuals			$450,000.00	$15,000.00		$465,000.00	Properties
Marketing			$30,000.00	$10,000.00		$45,000.00	
Print Marketing Materials			$30,000.00	$10,000.00		$40,000.00	
Marketing - other							
GrantVantage Solution			$2,000.00			$2,000.00	
Media			$270,000.00			$270,000.00	$15,000.00
Public Awareness Campaign			$270,000.00			$270,000.00	$15,000.00
Media - other							
Supplies			$44,000.00	$5,000.00	$20,000.00	$71,000.00	
Indirect Cost							
Total			$1,480,000.00	$31,000.00	$26,000.00	$1,537,000.00	$16,000.00

Healthy Days, Healthy Lives

Figure 4: The GrantVantage Budget management. **The Budget process offers Budget revisions, Budget Change requests, IDC, Direct, Cash, and In-Kind Match tracking, and the ability to suspend, comment, review and approve agency and COSA's contract budgets.**

Training

(p) COSA and external user training on grants and contract management system

The GrantVantage team offers four types of training: (1) onsite group training, (2) Train-the-Trainer, (3) On-Line Self-Paced, and (4) twice weekly new-user webinar series.

(1) The onsite group training offers a customizable agenda and organizational-specific project with interactive system scenarios – very hands-on. Training is normally four-6 hour days and covers the complete system. The onsite training is extensive and requires four trainers for every 20 participants.

(2) Train-the-Trainer is provided over a five-day period, either onsite with the customer, or in Arlington, VA. Materials are customized, system exercises repeated, and participants receive a project on the last day to enter, administer, and practice real-life scenarios.

(3) On-Line Self-Paced training offers modular courses that teach users how to navigate and use the GV Solution. The On-Line Self-pace courses guide participants through a series of exercises on how to enter and build a contract/grant - each lesson consists of a How-To Video, a step-by-step exercise assignment, and a quiz. The On-Line Self-Pace training courses are a perfect complement to any on-site training for agencies and offer a final review quiz with a certification of completion.

(4) Weekly webinars are also offered for new users. The GrantVantage team will support both COSA and its contract agencies in navigating the applicant portal, creating and managing user profiles, uploading documents, creating and completing posted funding opportunities, managing the review and award process, and post-award contract management activities and reporting. All training is structure around the following main topics:

1.   Orientation to the Funder pre-award portal

2.   Developing, coordinating, and publishing announcements

3.   Managing the review and contract award process

4.   Contract Setup

5.   Entering and Tracking Budgets & Transactions

6. Managing agencies and partners

7. Drawdowns, disbursements and reimbursements

8. Managing contracts with administrative tips

9. Creating, viewing & reviewing management reports & dashboards

10. Contract close-out and archiving

All materials are custom designed to ensure user training is meaningful and closely aligned, in format and scope, to the customer's current contract portfolio. Materials are designed to teach users how to navigate the GV Solution, perform administrative tasks, build and manage contract projects, budgets, reports and quickly become familiar with the standard Microsoft design principals to support and enhance user adoption.

RFCSP Attachment A, Part Three – Proposal Plan

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

1. Explain any pervious security breaches and describe the outcome and solution.

The GV Solution is hosted on the Microsoft Government Cloud. We have never had a concern about security, nor have we ever had a security breach.

2. Explain how your proposed solution minimizes the risk of a breach.

Access control (security levels, permissions, user roles) - Individual CRM users or groups can be assigned access rights (create, view, update, delete) to classes of objects (all emails, all campaigns, all lists, etc.). Individuals may belong to multiple groups, and groups may be set up in hierarchies (i.e., with rights that are inherited from parent groups). There are multiple levels of security build into the GV Solution. The overall security is provided through Active Directory (Azure or native Active Directory, if integrated). Within the application, the GV Solution provides user permissions by named user, by grant, then by administrative or program function. The user permissions enable the agency to provide read/write access or no view access to certain grant and budget details.

Secure Architecture - To minimize the risks associated with the exchange of assets between organizations, exchanges between internal or external organizations are completed in a predefined manner and access to the Microsoft Dynamics 365 online production environments by staff and contractor staff is closely monitored and controlled. Information exchange policies and procedures and information leakage" is covered under the ISO 27001 standards, specifically addressed in Annex A, domains 10.8.1 and 12.5.4. Microsoft is certified via ISO standards which are publicly available. The GrantVantage post-award security environment is maintained and administered through the Dynamics 365 environment. For the pre-award portal, security is maintained in the web application, which is a model view controller (MVC) application.

Environment for security testing - Security testing can be performed in Production and Non-production (Sandbox) instances.

Tie-in to active directory - Microsoft Dynamics 365 uses Active Directory (AD) to manage user accounts. Security group membership must be approved by the designated security group owners within Microsoft Dynamics 365.
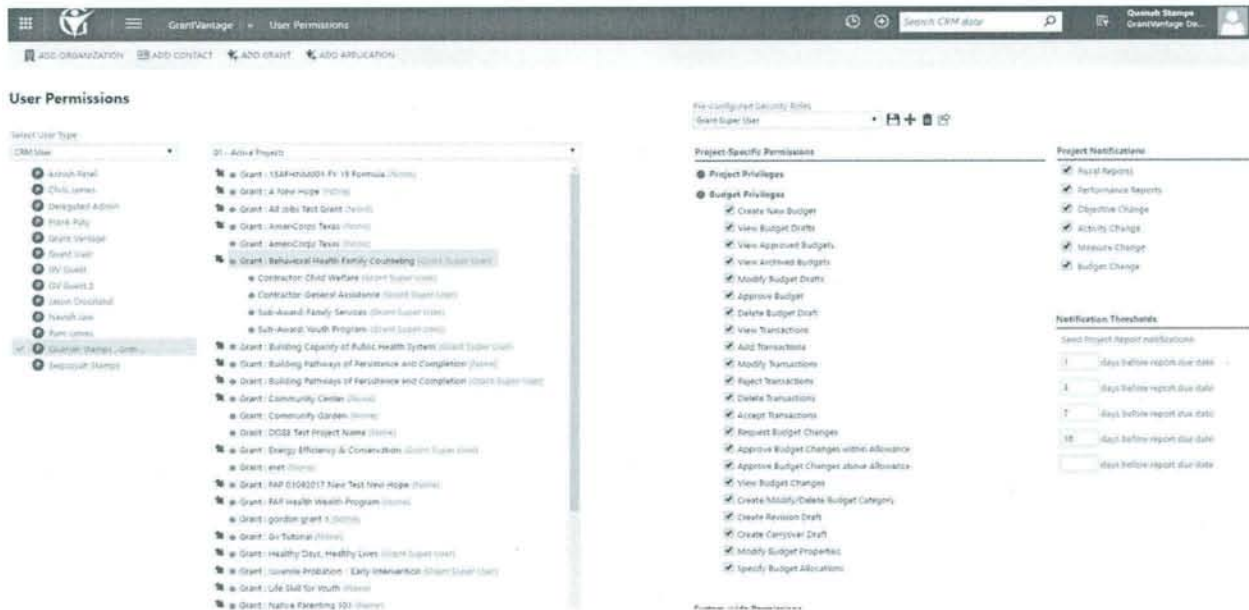
Figure 5: GrantVantage User Permission & Security – User permissions start with the registered CRM User. Click Users name, then click on the contract, grant or sub-award name, then assign Project and Budget Privileges, and manage review and approval workflows, and notification such as reminders.

3. Explain in detail your plan for adhering to the COSA IT Security standards as outlined in attachments AD 7.8 D (Access Control) and COSA Tech Standards.

The GV Solution relies on Dynamics 365 for access control and user authentication. It simplifies the management of users and groups, and enables you to assign and revoke privileges easily.

Dynamics 365 uses the same identity platform as Office 365, so a user of both services has the same username and password. Customers can federate an on-premises Active Directory or other directory stores to enable using corporate credentials to authenticate.

Dynamics 365 uses encryption to protect your data. Connections established between customers and Microsoft datacenters are encrypted, and all public endpoints are secured using industry-standard Transport Layer Security (TLS). TLS effectively establishes a security-enhanced browser-to-server connection to help ensure data confidentiality and integrity between desktops and datacenters.

We also provision you with your own logically isolated data repository to maximize the security and integrity of your data. And, when systems become outdated or are no longer operational, the Microsoft Government cloud operation's personnel follow rigorous data-handling procedures and hardware disposal processes

Dynamics 365 is hosted in Microsoft datacenters and uses their security measures and mechanisms to protect data. Microsoft blocks unauthorized traffic to and within datacenters, using a variety of technologies. We constantly maintain, enhance, and verify the infrastructure, and employ regular penetration testing to continually validate the performance of security controls and processes.

Dynamics 365 is designed on the principles of the Security Development Lifecycle, a mandatory Microsoft process that embeds security requirements into every phase of development. The Dynamics 365 operations team also follows the rigorous standards set by Microsoft Operational Security Assurance to help protect customer data.

Role-based security

Dynamics 365 uses role-based security. Role-based security is aligned with the structure of the business. Users are assigned to security roles based on their responsibilities in the organization and their participation in business processes, and access is granted to these security roles rather than to individual users. Furthermore, the administrator grants access based on the duties the users perform in their roles, not to the program elements used by the users to fulfill their roles.

Threat management

To ensure that activities within the service are legitimate, and to detect breaches or attempted breaches, Dynamics 365 takes advantage of the cloud service infrastructure and security mechanisms. The Dynamics 365 environment deploys antimalware software that helps protect your infrastructure against online threats. Microsoft also provides intrusion detection, distributed denial-of-service (DDoS) attack prevention, and regular penetration testing to help validate security controls.

Physical security

Dynamics 365 is deployed in Microsoft datacenters, which are protected by defense-in-depth security that includes perimeter fencing, video cameras, security personnel, secure entrances, and real-time communications networks. The defense-in-depth security continues through every area of the facility and to each physical server unit.
The Microsoft Cloud Infrastructure and Operations Group delivers the core infrastructure and foundational technologies for Dynamics 365. Our datacenters comply with industry standards for physical security and reliability and are managed, monitored, and administered by Microsoft operations personnel.

Software Escrow

GrantVantage is an independent software vendor and offers its cloud-based contract management solution as a Software as a Service. Although hosted on the Microsoft Government cloud, the GrantVantage software is owned and maintained by GrantVantage Inc.

The underlying platform of the GrantVantage Solution is Microsoft Dynamics 365. This platform enables GrantVantage to customize workflows, build integrations, and offer exceptional reporting for its customers. Since GrantVantage does not own rights to the Dynamics 365 platform, it is unable to escrow the source code as traditionally defined. Would the COSA consider an escrow for the software and integration components built by Sistema to be escrowed?

4. Demonstrate method utilized to prevent comingling of COSA data with other entity and/or organizational data.

When provisioned as part of Dynamics 365 Government, the Microsoft Dynamics 365 (online) service is offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft refers to this offer as the Government Community Cloud.

In addition to the logical separation of customer content at the application layer, the Dynamics 365 Government service provides your organization with a secondary layer of physical segregation for customer content by using infrastructure that is separate from the infrastructure used for commercial Microsoft Dynamics 365 (online) customers. This includes using Azure services in Microsoft's Government Cloud.

5. Describe how the system will maintain integrity of privacy data (names, addresses, phone numbers, etc.)

Data accessibility for Microsoft Dynamics 365 (online) users

The Microsoft Dynamics 365 (online) security model protects data integrity and privacy as well as supporting efficient data access and collaboration. The goals of the security model in Microsoft Dynamics 365 (online) are to:

- Provide users with the access only to the appropriate levels of information that is required to do their jobs.
- Categorize users by role and restrict access based on those roles.

- Support data sharing so that users and teams can be granted access to records that they do not own for a specified collaborative effort.
- Prevent a user's access to records that the user does not own or share.

Microsoft Dynamics 365 (online) ensures the security of data through the combined use of role-based security, record-based security, and field-level security. These features together provide organizations with the ability to define the overall security rights for users within their Microsoft Dynamics 365 (online) organization.

6. Explain methods to comply with Texas Business and Commerce Code 521.

Microsoft complies with leading identity theft data protection and privacy laws applicable to cloud services. Our compliance with world-class industry standards is verified by third parties and with all Microsoft cloud services products, Dynamics 365 is enabled to help customers comply with national, regional, and industry-specific laws and regulations.

Compliance framework and offerings

The Microsoft Dynamics 365 framework meets many international and industry-specific compliance standards including:

- EU Model Clauses
- FedRAMP (for Dynamics 365 U.S. Government)
- HIPAA/HITECH
- ISO/IEC 27001
- ISO/IEC 27018
- SOC 1 and SOC 2 Type 2 Reports

7. Describe methods to comply with Statement on Standards for Attestation Engagements (SSAE) No. 16

The GV solution complies with SSAE No. 16 to support the City of San Antonio compliance with internal controls governing the integrity, reliability, effectiveness, and

security of managing contracts, federal and state funds, and confidential human resource data.

System access by organizational Users

The GrantVantage solution platform, Dynamics 365, has an internal audit feature with audit logs, user access reports, and security incident tracking reports. Auditing user access is enabled at the organization level. Access to the GrantVantage solution is also tightly controlled. First, the GV Solution use Active Directory, so access credentials are user and license specific. Rather than have Sistema or GrantVantage issue passwords, users define their own passwords, and password conventions can be dictated in COSA-DHS procedural or policy documents. Another safeguard to system security access is the granular GV Solution User Permissions. The GV Solution requires all users be assigned to a contract, grant, or sub-recipient and then purposely given specific program, budget, and administrative privileges at each level. The ability to control who has what access is determined by COSA policies and procedures.

Complete financial auditability. Policies, Procedures and practices are supported.

To reduce risks, and ensure internal control procedures can be audited for compliance, the GV Solution invokes Active Directory security and a requires a specific method for submitting invoices and requesting drawdowns or reimbursements. All support documentation, including the actual transaction record (as well as disallowances) can be tracked. The GV Solution can be modified so COSA can determine invoice and payment processing workflows. To ensure COSA's financial processes are followed, COSA's can reinforce requirements through written policies and procedures. For validation, GrantVantage will perform a pre-implementation readiness test from different locations to ensure all transactions, invoices, and required support documentation are complete, accurate, and process in a timely manner. The readiness test will also validate compliance with business and transaction user process controls for auditability.

Safeguarding Data & Data Handling

Disaster recovery is a feature of Microsoft Dynamics 365 (online) to recover from a planned or unplanned service interruption. An example of a planned service interruption is regular and periodic datacenter system maintenance. An example of an unplanned service interruption is a failure of a key computer system or network component in a data center. For either case, you temporarily lose access to your organization's data and the Microsoft Dynamics 365 (online) services.

Planned service interruptions are preceded by a public notice in the web application or Dynamics 365 for Outlook identifying the date and time of the service maintenance so that businesses can plan for the interruption in accessing their organization's data. Unplanned service interruptions result in a notice that the organization is currently undergoing unplanned maintenance.

When a failure or a disaster occurs, well-defined processes are applied by the administrators of the Microsoft Dynamics 365 (online) data center to recover from a service interruption. The processes and software to recover from these service interruptions is known as disaster recovery failover. The Microsoft Dynamics 365 (online) datacenter maintains a duplicate and synchronized (alternate) copy of your organization's data on a different server. Should a disaster occur in the data center where you no longer have access to your data, the administrators monitoring the datacenter can switch access from your primary organization to this alternate organization, thereby minimizing the service interruption. When the failure has been corrected, service access to your primary organization can be restored.

Protecting data and providing continuous availability of service is important.

- System backups are automatic
- System backups occur daily.
- System backups are retained up to three days
- System backups do not count against storage limits.
- Demand backups are identified as created by someone other than System and by the presence of Edit | Delete | Restore in the details section. System backups only have Restore.

8. Describe how information will remain secure.

Dynamics 365 uses encryption to protect your data. Connections established between customers and Microsoft datacenters are encrypted, and all public endpoints are secured using industry-standard Transport Layer Security (TLS). TLS effectively establishes a security-enhanced browser-to-server connection to help ensure data confidentiality and integrity between desktops and datacenters.

We also provision you with your own logically isolated data repository to maximize the security and integrity of your data. And, when systems become outdated or are no longer operational, Microsoft operations personnel follow rigorous data-handling procedures and hardware disposal processes.

9. Explain in detail your plan for deploying the solution for the Department of Human Services proposed Contract Management system.

The project plan included in this proposal details all the steps the Sistema team will use to deliver the Contract Management System. The financial integration and deployment of the GrantVantage solution will be a multi-step process following industry standard methodologies. As a cloud based COTS SaaS offering, the solution deployment will be streamlined and non-disruptive. The major phases of the deployment are:

Project Management – Kick off the project, define the roles, develop the relationships required to see the project to completion. Review, update and deliver final project plan.

Base Solution Installation – This step is the initial deployment of the base GrantVantage solution into a unique portal specific to COSA. The base solution will be tested and verified.

Gap Analysis – Examine the entire technical scope of the project to ensure a comprehensive integration effort.

Customization Design – Define, design and develop all the unique features and interfaces required to deliver the complete solution.

Build/Configuration – Installation and integration testing of the various components and external systems which make up the complete system.

Data Conversion – Once the tested system is deemed ready, data conversion mapping, scripting and testing will take place.

Acceptance Testing – COSA and Sistema team will conduct testing to ensure the customized solution and its integration into the existing infrastructure function as defined in the contract and to COSA's satisfaction.

Training – Prior to the go live target date, training will be provided to the Internal and accounting staffs.

Deployment – The final deployment step will include a final data conversion, User Provisioning, checklist review and a Go/No Go decision.

While the Sistema team believes this plan is comprehensive, inclusive and complete, it will be validated by COSA and adjusted in the initial Project Management phase.

10. Explain your plan for meeting the support and availability requirements.

The Sistema team is local to San Antonio and will lead the project management, quality assurance testing and post implementation account management support.

The GrantVantage team will provides specific support for all users of the GV Solution. Users include: COSA contract staff, agencies users, applicants, program managers, and sub-recipients. All users have direct access within the GV solution to an on-line help-desk. On-line help offers self-help videos, printable content, and support-ticketing 24/7 on how to navigate the GV solution. GrantVantage also provides live phone support 8:00am- 8:00pm EST Monday – Friday, and direct email for operational support – support@grantvantage.com. Normal response is immediate with final ticket closeout or escalation within 24 hours.

11. Explain how your solution protects the privacy of client personal information.

Microsoft complies with leading data protection and privacy laws applicable to cloud services, and our compliance with world-class industry standards is verified by third parties. As with all our cloud services products, Dynamics 365 is enabled to help customers comply with their national, regional, and industry-specific laws and regulations.

12. Describe in detail testing and training services to be provided.

Testing

Our Team's testing approach focuses on integration testing. Integration testing is testing in which individual software modules or functional groups are combined and tested as a group in preparation for system testing. Integration testing is performed to validate that the groupings of software modules making up the Contract Management solution (e.g. Grantvantage and any custom integration points) pass data to each other and work together to achieve broad functional goals that comply with process flows and use cases. The emphasis of integration testing will be on the interfaces between functions, users, and functional workflows. On completion of the integration tests, the software is promoted to system test.

The specific methodology includes a process of documenting expected testing outcomes and comparing them to actual testing outcomes. We first document testing scenarios. At the level of integration testing, they are statements of business or technical functions that the system or component must perform, and critical faults or failures that must be ruled out. Each objective is then decomposed into *test scenarios*, which are statements of *what* is to be tested. Each scenario would be broken down into various steps that will correspond to the actions that will need to be taken to go through the end to end grant workflow.

Figure 6 is a sample test scenario Outline of information recorded for each test scenario.

HEADING	CONTENT
Identifier	• A unique identifier for the Test Scenario
Test Objective/Requirement Reference	• The test objectives and requirements to which the scenario applies
Test Type	• Unit, Integration, and Regression • This field can be used to verify that the Test Types detailed in the associated Test Scenario have been created
Manual/Automatic	• Whether scenarios for this procedure will be written for an automated test execution tool (and if so, which one), or will be written as a manual script for a human tester
Test Script	• Names of automated test scripts or documents containing scripts
Inputs	• A list of the data to be entered into the application • If this is held in a file (for automated tests), then this field should contain the name of the file
Dependencies	• The identifiers of any other Test Scenarios which must be run to allow this Test Script to be executed
Steps	• Description of what keystrokes/mouse moves/static data are to be input, including case setup, initiation of the test, suspension and restart of the test and completion of the test
Expected Results	• Description of what should happen, and any checks to be carried out
Environment Requirements	• Any special environment needs that are necessary for the execution of this test scenario

Figure 6 is a sample test scenario **Outline of information recorded for each test scenario.**

Once design and configuration for a functional grouping is complete, the TrinityTG Team will promote that code to test environment for the initial phases of testing. Once the functional groups have gone through the iterative design, development and testing cycle, then the functional groups will go through complete integration and end-to-end testing so that the technical and business functional groups and components interact properly.

After each step is completed, actual results are documented. Testers will record test results in the test log which documents the outcome of each step executed, and document information regarding the execution in the run log.

HEADING	CONTENT
Identifier	• Unique identifier for each run of each test
Scenario#/Step#	• Reference to the scenario/script/step number that was executed
Status	• Pass, Fail, Cancelled, Not Started, In Progress
Tester	• Name of person executing test
Result	• Passed or Failed
Priority	• The priority of a failure
Date Run	• Date on which the script was run

Comments	• Any comments regarding execution of the Test Scenario, including:
	  o What happened before and after an unexpected event occurred
	  o Exceptional environmental conditions (e.g., hardware substitution)

Figure 7 is a sample of information captured for the Test Log – **Sample test log.**

To facilitate automated integration testing, our Team will leverage the xRM Test Framework, which is an extension of the Dynamics platform. The xRM Test Framework is a set of tools that allows rapid creation of automated and integration checks for testing Dynamics extensions. The xRM Framework provides several base classes which facilitate the creation of CRM tests to test Plug-ins and Custom Workflow Activities; tests extend from these classes. In addition to these base classes, the framework provides standard templates that are built using best practices to consistently create the integration tests. These templates are especially useful when conducting integration tests for plugins and workflows.

Training

The GrantVantage team offers four types of training: (1) onsite group training, (2) Train-the-Trainer, (3) On-Line Self-Paced, and (4) twice weekly new-user webinar series.

All training is structure around the following main topics:

1. Orientation to the Funder pre-award portal

- Integration to FLAGS system (one way from Dynamics 365 to FLAGS, up to 3 entities and 40 attributes);
- Configure SharePoint site collection auditing;
- Configuration of Contacts, Accounts and Activities in Dynamics 365; and
- Assist customer with User Acceptance Testing and System Integration Testing.

14. Explain how the system will be integrated within the current City of San Antonio technology system.

The GV Solution supports integration with other systems and databases to allow transfer of data and combining of the business workflows with the processes of other systems. GrantVantage's underlying platform, Dynamics 365, has a built-in web service layer that exposes all primary data operations, including Create, Read, Update, Delete.

This architecture provides an "integration layer" in the solution. The integration layer addresses the following industry best practices:

Interoperability - The ability of a system or a product to work with other systems or products without special effort on the part of the customer, either by adhering to published interface standards or by making use of a "broker" of services that can convert one product's interface into another product's interface "on the fly". The proposed solution utilizes an existing interface specification (if available), industry standard protocols (e.g. FTP, TCP/IP, SSL, Web Services/SOAP and ODBC) or providing adapters to proprietary technologies if needed.

Extensibility - A solution is extensible if new features can be added without impacting system entities already using the solution. The integration with external interfaces will be performed using Dynamics' extensibility features (e.g. import utility, SQL interface).

Reliability - The ability of a system to perform a required function under stated conditions for a specified period of time. The Integration Layer has capabilities to restart a process or transaction if it did not complete successfully. This feature supports the re-transmission of transactions if an external system is not available.

Reusability - The degree to which a software module or other work product can be used in more than one computer program or software system. The Integration Layer includes an Integration Framework that provides the common services (e.g. queuing, exception handling, restart/recovery, and logging). The Integration Layer is also built using a layered approach to building each interface that separates the control logic (e.g.

scheduling, restart/recovery, retries), business logic (e.g. business rules), data logic (e.g. file/database interface), and interface logic (e.g. specific protocols).

Scalability - Scalability is a desirable property of a system, a network, or a process, which indicates its ability to either handle growing amounts of work in a graceful manner, or to be readily enlarged. The Integration Layer provides scalability by using a design pattern within the Integration Framework to supports the ability to start as many processes as required to support the number of transactions.

Supportability - Those actions related to the reliability, maintainability, and affordability of component implementations, and the integrated logistics support and configuration management required. The Integration Framework provides structure and form in which the interface programs execute. Design patterns document proven methods of solving common problems. Frameworks implement these patterns in a set of reuse code.

The Integration Layer supports two types of interfaces most commonly seen in government entities:

The File-Based Integration component provides the following capabilities:

Import Interface Support. The GV Solution supports data import support using Dynamics built-in Import facility. Dynamics 365 supports data import in CSV, Excel and XML formats. The use of the Import Utility ensures the business rules are applied to the records/transactions.

Export Interface Support CRM also supports a SQL interface that enables programmatic data access (e.g. ODBC) or a data extract using SQL server utilities to create a file.

The Service-Based Integration component provides the following capabilities:

Bi-directional Interface Support Bi-directional support can be achieved using the combination of the import/export facility and web service interfaces, database connectivity.

- Supports interfaces from/to multiple locations since the protocols used (e.g. TCP/IP, SSL, FTP, and ODBC) work independently of the physical location. The physical topology addresses any security and configuration issues.

- Supports interfaces from/to multiple platforms since the protocols used are supported on all major platforms. If required, the Integration Layer can support proprietary protocols.

- Web Service Interface Support Dynamics provides built-in Web Services support. The Integration Layer infrastructure also supports web service development, deployment, and execution (e.g. SOAP, WSDL, WS-Security, and UDDI).

In addition, Dynamics 365 built in Import/Export Wizard allows clients to set up an interface file format customized to suit their own data needs. The Wizard allows for some of the flexible setup options shown below:

- Export files can contain multiple occurrences of the same table in one record (such as one licensee with multiple exam scores or continuing education records).

- Export files can contain data from the same table with different selection criteria for each occurrence (for example, person address and license address).

- Can import/export fixed length or delimited files.

- Can specify the selection criteria of the import/export.

- Can specify constants for the import/export.

- Can add, delete, and modify previously created import/export formats.

- Can log errors that occur, for example, during the upload, download, or data transformation process.

One of the largest of COSA's integration needs is the financial interface to SAP. Both Dynamics and SAP support web service integration. We expect the data from Dynamics to SAP, the organizational web service (which is SOAP-based) will be used. For SAP to Dynamics, we anticipate using a customized SAP web service that relies upon State Oriented Communication. For this proposal, we have assumed that these SAP modules are published as Web services and are accessible through HTTP sessions.

15. Please describe all available report writers, query tools, and other ancillary software.

The culmination of capturing and searching for data is ultimately the ability to report on that data. There are three types of reporting capabilities supported by the Grantvantage solution. A combination of these three features will provide COSA with an Ad Hoc Report generation that will:

2. Developing, coordinating, and publishing announcements

3. Managing the review and contract award process

4. Contract Setup

5. Entering and Tracking Budgets & Transactions

6. Managing agencies and partners

7. Drawdowns, disbursements and reimbursements

8. Managing contracts with administrative tips

9. Creating, viewing & reviewing management reports & dashboards

10. Contract close-out and archiving

All materials are custom designed to ensure user training is meaningful and closely aligned, in format and scope, to the customer's current contract portfolio. Materials are designed to teach users how to navigate the GV Solution, perform administrative tasks, build and manage contract projects, budgets, reports and quickly become familiar with the standard Microsoft design principals to support and enhance user adoption.

13. Explain implementation services to be planned and coordinated in conjunction with the City of San Antonio.

The implementation services to be planned and coordinated with the Office of Technology include:

- Installation of Dynamics 365 in Government cloud (4 environments), with server side synchronization (for email processing);
- Installation of GV Grants Management solution;
- Contributions and participation in the development of COSA specific training materials;
- Knowledge transfer/communication planning;
- Complete and Import data for up to 15 from Microsoft-provided Excel templates;
- Create up to 6 SSIS packages to import data from source systems;
- Configuration of up to 3 workflows (review workflow, grant status workflow, task generation workflow);
- Configuration of Dynamics 365 native SharePoint integration;

- Create, modify, and save report templates from a single screen;
- Design a report with the criteria using any of the data fields in the solution; and
- Ad hoc query reporting that will be available for export in various formats, such as Excel, Word, Crystal Report, PDF, and Text (tab delimited).

Advanced Find output –The Advanced Find query building tool essentially acts as an ad hoc reporting mechanism. Users can not only configure the criteria, but also the output. Figure xx illustrates that results of a query can be formatted in terms of columns, rows, filters, and output format (e.g., Excel, CSV, PDF, and XML).

The Advanced Find lets users build queries that are as simple or as complex as needed. After queries are built, users can save and share them. The results of the query are automatically filtered by role-based security, so there is no risk of data security loss as a result of sharing saved queries.
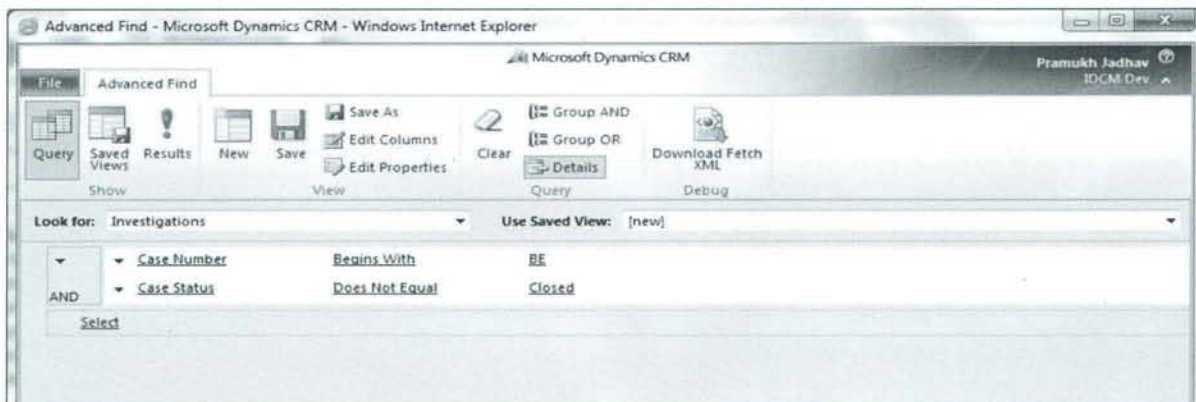
Figure 9: Advanced Find Interface

Configurable Dashboard – Provides visual reports on workload metrics, performance metrics, or any other enterprise-level data that COSA might wish to see. A sample dashboard is shown in Figure 10.
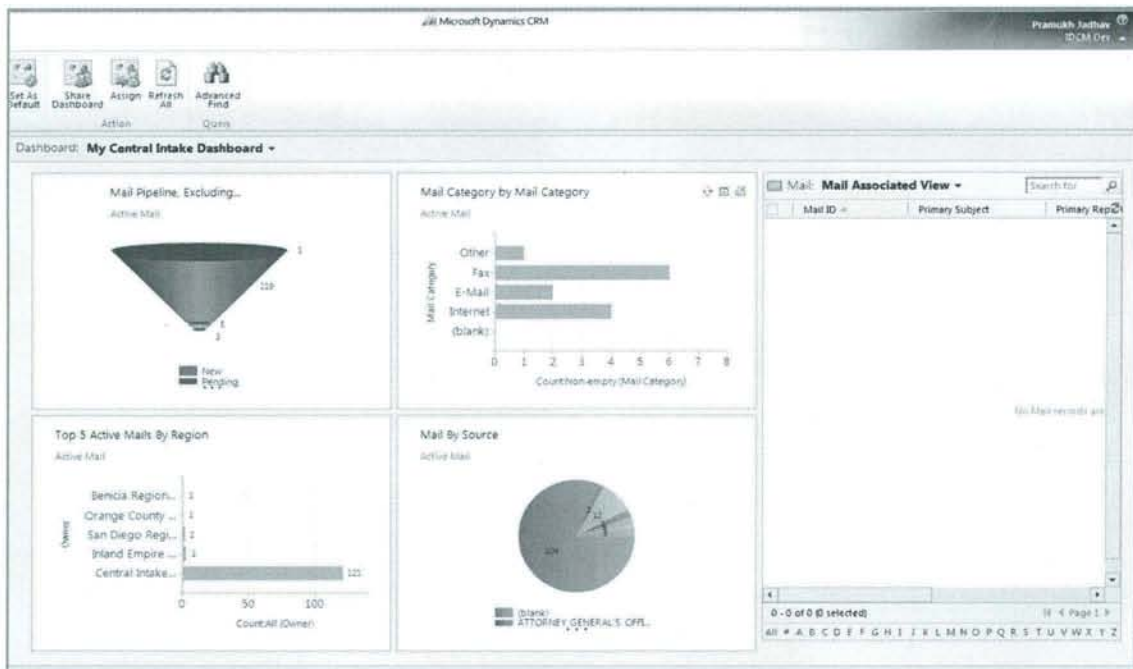
Figure 10. Advanced Find Interface

This feature provides tremendous flexibility for constructing management, supervisor, and worker level reports that are designed around managing metrics. Many reporting requirements will be met using dashboards, as they are ideal methods to convey data. The dashboard is also a tool the Team will use to create specific metrics related to measuring COSA's progress toward achieving the stated business objectives.

The visual dashboard images provide direct links to the data behind them, giving users a convenient method of accessing data. Similar to Advanced Find outputs, the dashboard reports also adhere to the built-in security model, ensuring that users will only see data to which they have access. Moreover, dashboards can be configured by individual user allowing us to create customized views for specific program workers.

There are, however, some reports whose content requires a more complex query. For these reports, Dynamics uses FetchXML to allow for the deployment of customized reporting. This tool can be used to develop reports that cannot otherwise be developed using the above options. Figure xx illustrates the reporting capabilities, including a report wizard that guides the user through the steps to generate a report.

Figure 11. Custom Reports

Like Advanced Find reports, FetchXML reports support the ability to be exported to Excel, Word, PDF, image, or text files such as XML and CSV. The system allows a user to cancel a query or report after it has been submitted, and the system allows a user to execute multiple reports and queries simultaneously.

16. List of installed software products and the production status of each, when they were implemented and which release

Software Product	Production Status	Production Date	UpdatedOn Date	Current Version
Dynamics365	Production	Jul-16	1/15/2017	2016, Update 8.1.0.563
GV Dashboad Component	Production	Mar-14	1/18/2017	2017, Update 1.18.2017
Objective Component	Production	Mar-15	1/18/2017	2017, Update 1.18.2017
Project Agreement	Production	Sep-16	1/18/2017	2017, Update 1.18.2017
Financial Module Component	In Progress	May-16	1/23/2017	2017, Update 1.23.2017
Risk Management Component	Production	Jan-16	1/3/2016	2016, Update 1.3.2016
Budgeting Component	Production	Nov-13	1/18/2017	2017, Update 1.18.2017
Drawdown and Disbursement Component	Production	Apr-16	1/25/2017	2017, Update 1.25.2017
Source Allocation Component	Production	Apr-16	9/19/2016	2016, Update 9.19.2016
Grant CloseOut Component	Production	May-15	1/12/2017	2017, Update 1.12.2017
Pre-Award Portal V2: in final Development	Beta	Jun-17	1/15/2017	2016, Beta 1.28.2016

17. Provide information about national-, regional-, and state-specific Users Groups that are supported by your company. Include contact information for Officers of those Users Groups.

There are numerous CRM user groups around the country offering educational workshops, support and advice on the best way to leverage CRM. The Sistema/Trinity/GrantVantage team query and participate in users, but do not actually support. For example, in San Antonio, the CRM User Group is very active and CRM community support

https://www.crmug.com/communities/community-home?communitykey=7ba221e0-8626-4313-9c45-3f98d12ab718&tab=groupdetails

The Global CRM Community https://community.dynamics.com/crm/

The Global CRM User Group https://community.dynamics.com/crm/b/crmug and the online CRM Support Community. https://mbs.microsoft.com/customersource/northamerica/CRM/support/support-lifecycle/CRMSupport

18. Explain how your system will function within varied internet browsers.

The following table describes the Windows and Internet Explorer or Microsoft Edge versions supported for use with the Microsoft Dynamics 365 web application. Supported versions of Internet Explorer and Microsoft Edge

Windows version	Internet Explorer 10	Internet Explorer 11	Microsoft Edge
Windows 10	Not supported[1]	Supported	Supported
Windows 8.1	Not supported[1]	Supported	Not supported
Windows 8	Supported	Not supported[1]	Not supported
Windows 7	Supported	Supported	Not supported

[1] This version of Windows doesn't support the version of Internet Explorer

The Microsoft Dynamics 365 web application can run in any of the following web browsers running on the specified operating systems:

- Mozilla Firefox (latest publicly-released version) running on Windows 10, Windows 8.1, Windows 8, or Windows 7
- Google Chrome (latest publicly-released version) running on Windows 10, Windows 8.1, Windows 8, Windows 7, or Android 10 tablet
- Apple Safari (latest publicly-released version) running on Mac OS X 10.8 (Mountain Lion), 10.9 (Mavericks), 10.10 (Yosemite), or Apple iPad

Although you may be able to use Internet Explorer 8, Internet Explorer 9, or an Internet Explorer and Windows combination that is not supported in the previous table, those web browsers are not recommended and are not supported with this version of Microsoft Dynamics 365. Using plug-ins or other third-party extensions in your browser can increase load times on pages with lists of data.

19. Describe the timeline and schedule of tasks and events necessary for the system to be fully operational by October 1, 2017. This timeline should include any customization, testing, implementation and training phase.

COSA GRANT MANAGEMENT SYSTEM PROJECT DEPLOYMENT PLAN				
Task Name	Duration	Start	Finish	Resource Names
San Antonio GrantVantage Implementation Phase	153 days	Mon 2/27/17	Tue 10/3/17	
Project Management	153 days	Mon 2/27/17	Tue 10/3/17	
Develop Project Charter	1 day	Mon 2/27/17	Mon 2/27/17	Sistema Project Manager
Review and Approve	1 day	Tue 2/28/17	Tue 2/28/17	Sistema Project Manager
Conduct Kickoff Meeting	1 day	Wed 3/1/17	Wed 3/1/17	Sistema Project Manager, GrantVantage Architect - Gordon Darling
Update Project Schedule	2 days	Thu 3/2/17	Fri 3/3/17	Sistema Project Manager
Review and Approve	1 day	Mon 3/6/17	Mon 3/6/17	Sistema Project Manager
Deliverable: Project Schedule	0 days	Mon 3/6/17	Mon 3/6/17	Sistema Project Manager
Ongoing Project Management	147 days	Tue 3/7/17	Tue 10/3/17	Sistema Project Manager
Base Solution Installation	8 days	Thu 3/2/17	Mon 3/13/17	
Establish Dynamics 365 Development Instance	1 day	Thu 3/2/17	Thu 3/2/17	Grantvantage Technical Lead - Frank Paty
Establish Dynamics 365 Production Instance	1 day	Fri 3/3/17	Fri 3/3/17	Grantvantage Technical Lead - Frank Paty
Grantvantage Solution Installation	1 day	Mon 3/6/17	Mon 3/6/17	Grantvantage Technical Lead - Frank Paty
Grantvantage Base Configuration	5 days	Tue 3/7/17	Mon 3/13/17	Grantvantage Technical Lead - Frank Paty
Gap Analysis	27 days	Mon 3/6/17	Tue 4/11/17	
Requirements Inventory	1 day	Mon 3/6/17	Mon 3/6/17	TTG Systems Analyst
Conduct Gap Analysis	3 days	Tue 3/14/17	Thu 3/16/17	Grantvantage Functional Lead - Quanah Stamps, GrantVantage Architect - Gordon Darling
Conduct JAD Sessions	4 days	Fri 3/17/17	Wed 3/22/17	TTG Systems Analyst, Grantvantage Functional Lead - Quanah Stamps, GrantVantage Architect - Gordon Darling
Document Business Requirement Gaps	2 days	Thu 3/23/17	Fri 3/24/17	TTG Systems Analyst
Document Business Rules	1 day	Mon 3/27/17	Mon 3/27/17	TTG Systems Analyst
Identify Conversion Requirements	1 day	Tue 3/28/17	Tue 3/28/17	TTG Developer
Document Interface Specifications	2 days	Wed 3/29/17	Thu 3/30/17	TTG Systems Analyst
Identify Document Management Specifications	2 days	Fri 3/31/17	Mon 4/3/17	TTG Developer
Develop Analysis Document	3 days	Tue 4/4/17	Thu 4/6/17	TTG Systems Analyst, GrantVantage Functional Lead - Quanah Stamps
Review and Approve	3 days	Fri 4/7/17	Tue 4/11/17	COSA Project Management
Deliverable: Gap Analysis	0 days	Tue 4/11/17	Tue 4/11/17	Sistema Project Manager

Task Name	Duration	Start	Finish	Resource Names
Customization Design	58 days	Mon 2/27/17	Wed 5/17/17	
Design Document Integration	1 day	Mon 2/27/17	Mon 2/27/17	TTG Technical Architect
Design SAP Interface	10 days	Wed 4/12/17	Tue 4/25/17	TTG Technical Architect
Design Custom Component	5 days	Wed 4/26/17	Tue 5/2/17	TTG Technical Architect
Design Entity Changes	3 days	Wed 5/3/17	Fri 5/5/17	TTG Technical Architect
Create Technical Design Document	5 days	Mon 5/8/17	Fri 5/12/17	TTG Systems Analyst, GrantVantage Technical Lead - Frank Paty
Review and Approve	3 days	Mon 5/15/17	Wed 5/17/17	COSA Project Management
Deliverable: Design Document	0 days	Wed 5/17/17	Wed 5/17/17	Sistema Project Manager
Build/Configuration	82 days	Mon 5/15/17	Mon 9/11/17	
Cycle 1	9 days	Mon 5/15/17	Thu 5/25/17	
Install/Configure Document Management & Storage	3 days	Mon 5/15/17	Wed 5/17/17	TTG Technical Architect
Install/Configure Document Core pack	3 days	Thu 5/18/17	Mon 5/22/17	TTG Technical Architect
Integration Test	2 days	Tue 5/23/17	Wed 5/24/17	Sistema QA
Cycle Review and Approval	1 day	Thu 5/25/17	Thu 5/25/17	COSA Project Management
Deliverable: Development Cycle 1	0 days	Thu 5/25/17	Thu 5/25/17	Sistema Project Manager
Cycle 2	26 days	Fri 5/26/17	Mon 7/3/17	
GrantVantage Configuration	10 days	Fri 5/26/17	Fri 6/9/17	Grantvantage Technical Lead - Frank Paty, TTG Developer
Document Configuration/Customization	10 days	Mon 6/12/17	Fri 6/23/17	TTG Developer
Integration Test	5 days	Mon 6/26/17	Fri 6/30/17	Grantvantage Functional Lead - Quanah Stamps, Sistema QA,TTG Developer
Cycle Review and Approval	1 day	Mon 7/3/17	Mon 7/3/17	COSA Project Management
Deliverable: Development Cycle 2	0 days	Mon 7/3/17	Mon 7/3/17	Sistema Project Manager
Cycle 3	16 days	Wed 7/5/17	Wed 7/26/17	
GrantVantage Customizations	10 days	Wed 7/5/17	Tue 7/18/17	TTG Developer, TTG Systems Analyst, Grantvantage Technical Lead - Frank Paty, TTG Developer 2
Integration Test	5 days	Wed 7/19/17	Tue 7/25/17	Grantvantage Functional Lead - Quanah Stamps, TTG Systems Analyst, Sistema QA
Cycle Review and Approval	1 day	Wed 7/26/17	Wed 7/26/17	COSA Project Management
Deliverable: Development Cycle 3	0 days	Wed 7/26/17	Wed 7/26/17	Sistema Project Manager
Cycle 4	31 days	Thu 7/27/17	Mon 9/11/17	
SAP Integration	20 days	Thu 7/27/17	Wed 8/23/17	TTG Developer, GrantVantage Technical Lead - Frank Paty TTG Systems Analyst ,TTG Developer 2
Integration Test	10 days	Thu 8/24/17	Fri 9/8/17	TTG Developer, Sistema QA
Cycle Review and Approval	1 day	Mon 9/11/17	Mon 9/11/17	COSA Project Management
Deliverable: Development Cycle 4	0 days	Mon 9/11/17	Mon 9/11/17	Sistema Project Manager
Data Conversion	37 days	Thu 7/27/17	Tue 9/19/17	
Conversion Mapping	5 days	Thu 7/27/17	Wed 8/2/17	Grantvantage Architect - Gordon Darling, TTG Data Conversion Developer
Script Design	10 days	Thu 8/3/17	Wed 8/16/17	TTG Data Conversion Developer

Task Name	Duration	Start	Finish	Resource Names
Conduct Data Conversion Increments	15 days	Thu 8/17/17	Fri 9/8/17	TTG Data Conversion Developer
Review Results	2 days	Mon 9/11/17	Tue 9/12/17	Grantvantage Functional Lead - Quanah Stamps, TTG Data Conversion Developer
Incorporate Feedback	5 days	Wed 9/13/17	Tue 9/19/17	TTG Data Conversion Developer
Acceptance Testing	6 days	Mon 9/11/17	Mon 9/18/17	
COSA SME Acceptance Test	1 day	Mon 9/11/17	Mon 9/11/17	Grantvantage Functional Lead - Quanah Stamps
Accounting Acceptance Testing	1 day	Tue 9/12/17	Tue 9/12/17	Grantvantage Functional Lead - Quanah Stamps, TTG Developer
Bug Fixes/Feedback	4 days	Wed 9/13/17	Mon 9/18/17	TTG Developer, GrantVantage Technical Lead - Frank Paty
Training	6 days	Tue 9/19/17	Tue 9/26/17	
COSA Internal Staff Training	4 days	Tue 9/19/17	Fri 9/22/17	Grantvantage Functional Lead - Quanah Stamps
Accounting Staff Training	2 days	Mon 9/25/17	Tue 9/26/17	Grantvantage Functional Lead - Quanah Stamps
Deliverable: Training Delivery	0 days	Tue 9/26/17	Tue 9/26/17	Sistema Project Manager
Deployment	4.5 days	Wed 9/27/17	Tue 10/3/17	
Final Data Conversion	2 days	Wed 9/27/17	Thu 9/28/17	TTG Developer
Deliverable: Production Data Conversion	0 days	Thu 9/28/17	Thu 9/28/17	
User Provisioning	1 day	Wed 9/27/17	Wed 9/27/17	Grantvantage Technical Lead - Frank Paty
Implementation Checklist Review	8 hrs.	Fri 9/29/17	Fri 9/29/17	Grantvantage Technical Lead - Frank Paty, GrantVantage Functional Lead - Quanah Stamps, TTG Technical Architect
Go/No Go Decision	4 hrs.	Mon 10/2/17	Mon 10/2/17	COSA Project Management
Go LIVE	0 days	Tue 10/3/17	Tue 10/3/17	

RFCSP Attachment B – Contracts Disclosure Form

City of San Antonio
Contracts Disclosure Form

**Office of the
City Clerk**

Please fill out this form online, print completed form and submit with
proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ⦿ New Submission or ◯ Correction or ◯ Update to previous submission.

*1. Name of person submitting this disclosure form.

First: Jacob   M.I.   Last: Lujan   Suffix:

*2. Contract information.

a) Contract or project name: Contracts Management System, RFCSP 16-108 (6100008101)

b) Originating department: City of San Antonio, Department of Human Services

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Sistema Technologies, Inc

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

☑ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

*5. List any individuals or entities that will be subcontractors on this contract.

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☑ List of subcontractors, including the name of the owner(s), and business name:

GrantVantage, Inc - Quanah Stamps
Trinity Technology Group - Sean Mahon

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

City of San Antonio
Contracts Disclosure Form

**Office of the
City Clerk**

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*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

      a) any individual seeking contract with the city (Question 3)
      b) any owner or officer of entity seeking contract with the city (Question 3)
      c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
      d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
      e) the spouse of any individual listed in response to (a) through (d) above
      f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

      a) Legal signatory of a high-profile contract
      b) Any individual seeking a high-profile contract
      c) Any owner or officer of an entity seeking a high-profile contract
      d) The spouse of any of individual listed in response to (a) through (c) above
      e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

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*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

City of San Antonio
Contracts Disclosure Form

*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

[✓] No

[ ] Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

[✓] I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

[✓] I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

City of San Antonio
Contracts Disclosure Form

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*3. Contribution Prohibitions for "High-Profile" Contracts

⦿ This is not a high-profile contract.

◯ This is a high-profile contract.

*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

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*Oath

☑ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Jacob Lujan   **Title:** Account Manager

Company Name or DBA: Sistema Technologies, Inc   **Date:** 02/15/2017

Please fill this form out online, print completed form and submit with
proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

RFCSP Attachment C – Litigation Disclosure Form

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 XX**

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 XX**

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 XX**

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 D - (SBEDA) Utilization Plan

Small Business Economic Development Advocacy (SBEDA) Utilization Plan

ATTACHED AS A SEPARATE DOCUMENT

RFCSP Attachment F – Signature Page

Signature Page

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

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

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

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

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

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

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

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

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

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

Respondent Entity Name: **Sistema Technologies**

Signature: _____

Printed Name: _Jacob Lujan_____

Title: _Account Manager_____

Email Address: _jacob@sistematechnologies.com_

(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.)

RFCSP Attachment G Requirements Traceability Matrix

REQUIREMENTS TRACEABILITY MATRIX

FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments	
1.00			**Managing of Delegate Agency's Contracts**				
		1.01	The solution shall have a web base portal for 80 users	Y	N	Yes, this is a standard out of the box feature	
		1.1.1	Shall have 60 external users	Y	N	Yes, this is a standard out of the box feature	
		1.1.2	Shall have 20 internal users with different permissions	Y	N	Yes, this is a standard out of the box feature	
		1.02	Shall have a home page for Delegate Agencies	Y	N	Yes, this is a standard out of the box feature	
		1.03	Shall provide management of users access to the system	Y	N	Yes, this is a standard out of the box feature	
		1.03.1	Administrator will have access controls to create external/internal user profiles	Y	N	Yes, this is a standard out of the box feature	
		1.04	The website shall be backed up nightly and be able to restored on one hours notice	Y	N	Data is backed up daily & on demand. Backups are stored in 2 different locations and for up to 3 days and can be restored instantly.	
		1.05	The website shall be secure from hackers	Y	N	Data is stored in the Microsoft Govt. Cloud. There has been no known security breaches to date.	
		1.06	The website shall provide real time performance	Y	N	Yes, this is a standard out of the box feature	
		1.07	The website shall provide reliability	Y	N	The solution will be hosted on the Microsoft Gov't Cloud which has an uptime of 99.9%.	
		1.08	The website shall provide availability	Y	N	The solution will be hosted on the Microsoft Gov't Cloud which has an uptime of 99.9%.	
		1.09	The website shall be recoverable	Y	N	Data is backed up daily & on demand. Backups are stored in 2 different locations and for up to 3 days and can be restored instantly.	
		1.10	The website shall provide data integrity	Y	N	Yes, this is a standard out of the box feature. The GV Solution is tested daily using automated and manual test scripts to ensure data integrity.	
		1.11	The website shall be provide usability	Y	N	Yes, this is a standard out of the box feature	
		1.12	Shall have dashboard for each user	Y	N	Yes, this is a standard out of the box feature. Dashboards are provided for both internal and external users. Dashboards include the status of the: Budget, Objectives, Performance Measures, & Activities.	
		1.12.1	Shall provide a dashboard in viewing delegant agencies' budget and how much has been spent and how much is available	Y	N	Yes, this is a standard out of the box feature	
		1.12.2	Ability to obtain the progress of approval of submission	Y	Y	Workflows will need to be customized & configured with COSA progress status requirements, i.e. Pending, In-Review, Approved.	
			Ability to generate performance measures report	Y	N	Yes, this is a standard out of the box feature	
		1.12.3	Ability to obtain the progress of approval of submission of an invoice automatically	Y	Y	Submission of invoices is a standard out of the box feature, however, the COSA invoice will need to be customized & workflows configured with COSA progress status requirements, i.e. Pending, In-Review, Approved.	
		1.12.4	Ability to obtain the progress of approval of submission of a budget revision automatically	Y	Y	Budget revisions are standard, out of the box features. However, customization is required & workflows configured with COSA progress status requirements, i.e. Pending, In-Review, Approved.	
		1.12.5	The website shall provide efficiency	Y	N	Yes, this is a standard out of the box feature	

REQUIREMENTS TRACEABILITY MATRIX

FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments	
		1.15	The website shall provide flexibility to run on different browsers	Y	N	Yes, this is a standard out of the box feature	
			Ability for external agency user to approve purchase line items as they are received through workflow approval tasks	Y	Y	Customization is required for workflows	
2.00			**Workflow**				
		2.01	Shall have work flow to include business rules for submission of the Delegate Agencies' contract budget	Y	Y	Customization will be needed to create workflow	
		2.02	A solution to automate the workflow process when agencies' make submissions into the system	Y	Y	Customization is required for submission notifications and workflows configured	
		2.03	Tracks date and time of when, what, and who in the agency viewed, made submissions or changes in the system	Y	Y	Customization is required for submission notifications for "view"	
		2.04	Tracks date and time of when, what, and who in the division viewed, made submissions or changes in the system	Y	Y	Customization will be needed to track of views	
		2.05	Provides audit trail of all activities that occur in the system	Y	Y	Microsoft Dynamics provides audit logs. Budget, Objectives & Performance measure changes are auditable. Some customization may be required for additional audit requirements.	
		2.06	Provide a visual of workflow approval and visual indicator of status in progress	Y	Y	Customization is needed to apply the proper workflow for COSA and required visual indicators	
3.00			**A solution to provide automation in managing of agencies' contracts**				
		3.01	To provide an electronic way for agencies to submit a scope of work form into the system	Y	N	Yes, this is a standard out of the box feature	
		3.02	To provide an electronic way for agencies' to submit a performance measures report into the system	Y	N	Yes, this is a standard out of the box feature	
		3.03	To provide an electronic way for agencies' to submit an invoice into the system	Y	N	Yes, this is a standard out of the box feature	
		3.04	To provide an electronic way for agencies' to submit a budget revision into the system	Y	N	Yes, this is a standard out of the box feature	
		3.05	System shall automatically send emails to CoSA when agencies submit anything into the system	Y	Y	Customization is required for all automatic notifications.	
		3.06	System shall automatically send email reminders to agencies if reports are late	Y	N	Yes, this is a standard out of the box feature	
		3.07	System shall automatically send alert emails to CoSA if agency is late in submissions of performance measures reports, invoices and budgets	Y	N	Users can set alerts and receive email notifications for financial and performance reports at both COSA and the Agency level. Alerts and notification workflows can also be set for objective, performance measure, and budgets change request Yes, this is a standard out of the box feature. The notification process does not exist for invoices and it is not automated. Each due date must be entered.	
		3.08	System shall automatically send alert emails to CoSA if agency is not meeting performance goals	Y	Y	Customization is required for all automatic notifications. COSA will have a real-time dashboard view of agencies performance status.	
			Performance alert notifications should be compiled and viewable on user dashboard	Y	Y	Customization is required for all automatic notifications. COSA will have a real-time dashboard view of agencies performance status.	
			System shall automatically send alert emails to agency if not meeting performance goals	Y	Y	Customization is required for all automatic notifications. COSA will have a real-time dashboard view of agencies performance status.	
4.00			**A solution to automatically subtract expenditures from the budget once business workflow approval process is satisfied**				
		4.01	Will track budget to eliminate the use of using spreadsheets	Y	N	Yes, this is a standard out of the box feature	
		4.02	To provide automated balancing of budget when invoices are approved by CoSA	Y	N	Yes, this is a standard out of the box feature	
		4.03	Ability to track expenditures and budgets throughout the contract year electronically	Y	N	Yes, this is a standard out of the box feature	
		4.04	Ability to manage line items within the budget electronically	Y	N	Yes, this is a standard out of the box feature	

REQUIREMENTS TRACEABILITY MATRIX

FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments
		4.05	Ability to track budget to actual on each program	Y	N	Yes, this is a standard out of the box feature
		4.06	Ability to track any budget revisions or adjustments to the budget automatically	Y	N	Yes, this is a standard out of the box feature
		4.07	Ability for CoSA fiscal staff to make approved adjustments to the invoice when necessary	Y	Y	GV Solution offers COSA the ability to "de-select an agency transaction expense or adjust drawdown and provide comment as to why COSA made the change. Customization is required to program "automated" non-transaction related adjustments.
			Ability of external agencies to create shopping lists with or without pricing for approval	Y	N	Yes, this is a standard out of the box feature
			Ability of grantor to review shopping list and approve/deny specific line items and send to delegate agency for approval	Y	N	Currently Agencies can create (auditable) budget revisions to add shopping lists. The Agency workflow will notify COSA of the agency draft budget revision. COSA can review, adjust, or approve the agency's shopping list with budgeted amounts. COSA's "Approval of the budget" will lock the budget. If the agency wants to add or delete shopping list items or reduce budgeted amounts, the agency must create another budget revision draft for COSA's review, adjustment, and approval.
			Ability to sequentially track approved shopping list and impact to the budget	Y	N	Budget revisions are sequentially track by date and all revision show immediate impact to the budget.
			Ability to create secondary budgets under delegates primary budget	Y	N	Yes, this is a standard out of the box feature
			Ability to route shopping lists to specific secondary budget for utilization	N	N	COSA and participating agencies can input a shopping list into the budget. But, the GV Solution does not offer a "routing" feature to permit automatic uploads of the shopping list to the budget. A shopping list budget can be created at COSA's (parent budget) level or Agency (child budget) level, but it cannot be "routed" and directly absorb into the budget. Further clarification is required to determine the meaning and functionality of "route"
5.00			**Submitting Required Forms Electronically**			
		5.01	Shall provide an online performance measures form for Delegate Agencies to submit electronically	Y	N	The GV Solution will allow agencies the ability to update performance measures electronically, or run and upload a Performance measure report.
		5.02	Shall provide an invoice form online for Delegate Agencies to submit electronically	Y	N	The GV Solution comes with a standard invoice form. If this form is adopted by COSA, then no customizations are required. This is a standard out of the box feature
		5.03	Shall provide an online budget revision form for Delegate Agencies to submit electronically	Y	N	Yes, this is a standard out of the box feature
		5.04	Shall provide the ability to track submission of a performance measure electronically	Y	N	Yes, this is a standard out of the box feature
		5.05	Shall provide the ability to track a submission of an invoice electronically	Y	Y	Submission of invoices is a standard out of the box feature, however, tracking and status of the submitted invoice will need to be customized & workflows configured with COSA progress status requirements, i.e. Pending, In-Review, Approved

REQUIREMENTS TRACEABILITY MATRIX

FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments	
		5.06	Shall provide the ability to track submission of a budget revision electronically	Y	Y	Creating budget revisions and requesting budget changes is a standard out-of-the-box feature with an approval workflow. However, tracking and status of the submitted budget revision requires customization & workflows configurations with COSA progress status requirements, i.e. Pending, In-Review, Approved.	
		5.07	Shall provide the ability to track of budget revisions activities eletroncially	Y	Y	Creating budget revisions and requesting budget changes is a standard out-of-the-box feature with an approval workflow. However, tracking and status of the submitted budget revision requires customization & workflows configurations with COSA progress status requirements, i.e. Pending, In-Review, Approved.	
		5.08	Shall track expenditures and budgets for each program electronically	Y	N	Yes, this is a standard out of the box feature	
		5.09	Shall have the ability to track line items within the budget electronically	Y	N	Yes, this is a standard out of the box feature	
		5.10	Shall have the ability to make adjustment to the budget as invoices are processed electronically	Y	N	Yes, this is a standard out of the box feature	
		5.11	Shall provide the ability to run various ad-hock reports	Y	N	Yes, this is a standard out of the box feature	
		5.12	Shall integrate with Microsoft Outlook Email & Calendar	Y	N	Absolutely, we integrate with Microsoft Outlook - COSA can tag emails to grants, assign task, create meeting/Calendar notifications & invitations. Yes, this is a standard out of the box feature	
		5.13	Shall integrate with accounts payable in SAP	Y	Y	The GV Solution can integrate with SAP, but the integration and customization must be documented, developed & tested to ensure fluid processing and response form agency invoice submitted, through COSA review/approval/denial and payment process.	
6.00			**Ability to provide reports electronically**				
		6.01	Reports to identify how many services a program provided	Y	N	Yes, this is a standard out of the box feature	
		6.02	Reports on different categories of funding awarded to agencies electronically.	Y	N	Yes, this is a standard out of the box feature	
		6.03	Ability to and track and report what agency programs are late or missing reports for the month	Y	Y	Customization will be needed to create Agency Program Report status.	
7.00			**A solution should integrate with CoSA's accounts payable system**	Y	Y	The GV Solution can integrate with SAP, but the integration and customization must be documented, developed & tested to ensure fluid processing and response form agency invoice submitted, through COSA review/approval/denial and payment process.	
8.00		8.00	**Document Management**				
		8.01	The solution shall have the ability to print documents/forms that have been submitted into the system and any reports created within the system.	Y	N	Yes, this is a standard out of the box feature	
		8.02	The solution shall transpose all documents/forms into a PDF form	Y	Y	Requires use of Document CorePack	
			The solution shall have ability to download data to Excel and create PDF's	Y	Y	Yes, this is a standard out of the box feature for Excel. To create PDF's Sistema will implement a Document CorePack	
		8.03	The solution shall integrate with the City of San Antonio's document management system for records retention purposes	Y	Y	This will require customization and integration for Brava FileNet IER	
		8.04	Shall provide user access to upload documents	Y	N	Yes, this is a standard out of the box feature	
		8.05	Shall provide flexibility in modifying form templates	Y	N	Yes, this is a standard out of the box feature	
			Shall provide grantor ability to audit line items on shopping list after equipment goods received by delegate (attach pictures, pdf, and/or common file formats)	Y	N	Yes, this is a standard out of the box feature	

REQUIREMENTS TRACEABILITY MATRIX							
						Vendor Solicitation Responses	
FC #	Functional Category (FC)	Rqmt #	Functional Requirement	Can vendor solution meet requirement Y/N	Does requirement require customization Y/N	Vendor Comments	
			Able to print approved and paid shopping list for auditing purposes	Y	N	Yes, this is a standard out of the box feature	
9.00		9.00	**Training**				
			Vendor to provide training on system	Y	N	The Sistema team offers three types of training: On-site, Online Self-paced, and weekly webinars. Onsite training will take four, 6-hour days; online self-paced training courses offer user's videos, training projects, printable materials, quizzes and certificates of completion.	

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes		No
If yes, provide the SBA Certification #			
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes		No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.			
Participation Percentage:			
Participation Dollar Amount:			

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes		No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes		No
If yes, provide the SBA Certification #			
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes		No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.			
Participation Percentage:			
Participation Dollar Amount			

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

Jacob Lujan

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Account Manager
Title

2/17/2017
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

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
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposal Plan and Solution RFCSP Attachment A, Part Three	
Contracts Disclosure Form RFCSP Attachment B	
Litigation Disclosure Form RFCSP Attachment C	
*SBEDA Utilization Plan Form RFCSP Attachment D; and Associated Certificates, if applicable	
Pricing Schedule RFCSP Attachment E	
*Signature Page RFCSP Attachment F	
Requirements Traceability Matrix RFCSP Attachment G	
*Veteran Owned-Small Business Program (VOSBPP) Tracking Form RFCSP Attachment H	
*Certificate of Interested Parties Form (Form 1295) RFCSP Attachment I	
Proposal Checklist RFCSP Attachment J	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Software Escrow Agreement RFCSP Exhibit 3	
Proposal Bond and Associated Power-of-Attorney or Cashier's Check	
One (1) Original, eight (8) copies and one (1) CD of entire proposal in PDF format.	

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

RESPONSE TO CITY OF SAN ANTONIO
Request for Clarification
RFCSP 6100008101 / 2016-108
Contract Management System
April 6, 2017

Question 1: Please indicate if the proposed solution will accomplish the "in scope" items listed and exclude the "out of scope" items for the DHS and Pre-K 4 SA processes listed below.

Response 1: Yes. The proposed solution will accomplish the new "in scope" requirements, with one exception. Child development center awardees will update their metrics within the GrantVantage solution. The GrantVantage Solution is built on the Microsoft Dynamics365 platform and manages the full scope of grant actions, documents, budgets and performance measures, and survey data. All information is housed and accessible within the solution.

Question 2: Will the refined solution cause your proposed pricing to be reduced? If yes, please provide pricing model. Please note that price increases are not allowable. Price clarification utilizing pro-rata adjustments to pricing are allowable.

From our perspective, the "Request for Clarification" is notifying Sistema there is an expanded or revised scope of work than we initially priced.

Adding the additional program (which we accounted for in our initial proposal) and doubling the number of users which was never quantified until now, does not necessarily change our customization or implementation approach, but it does add licensed users, about 100 hours to the upfront analysis to understand the second thread of work from the Pre-K 4 user group, and it increases the training and user implementation timeframe and materials because there is now twice as many stakeholders. At a minimum, we see the new requirements adding 3-4 weeks to the project schedule, additional user licenses, training and materials, and more time for our project management team.

The initial Pricing Schedule in RFCSP 6100008101 Contract Management System may have been unclear in determining the total annual costs. Please complete the Pricing Schedule below.

PRICING SCHEDULE

For perpetual license:

Implementation Services	$
Software License	$
Year 1 Maintenance and Support	$
Year 2 Maintenance and Support	$
Year 3 Maintenance and Support	$
Year 4 Maintenance and Support (Renewal Option)	$
Year 5 Maintenance and Support (Renewal Option)	$
Other (explain)	$

For subscription-based license:

Implementation Services	$360,200
Year 1 Subscription and Hosting Fees	$38,455
Year 2 Subscription and Hosting Fees	$46,109
Year 3 Subscription and Hosting Fees	$45,844
Year 4 Subscription and Hosting Fees (Renewal Option)	$45,344
Year 5 Subscription and Hosting Fees (Renewal Option)	$45,344
Other (explain)	$

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Sistema Technologies San Antonio, TX United States	Certificate Number: 2017-168401 Date Filed: 02/17/2017
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of San Antonio	Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFCSP-16-108 (6100008101)
IT Consulting

4		Nature of interest (check applicable)	
Name of Interested Party	**City, State, Country (place of business)**	**Controlling**	**Intermediary**

5 Check only if there is NO Interested Party. ☒

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

TIFFANY STEVES
Notary Public, State of Texas
My Commission Expires
May 14, 2017
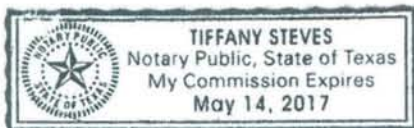
_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _Jacob Lujan_ , this the _17th_ day of _February_
20_17_ , to certify which, witness my hand and seal of office.

_____ | Tiffany Steves | Office Manager
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Forms provided by Texas Ethics Commission | www.ethics.state.tx.us | Version V1.0.277

ACORD® CERTIFICATE OF LIABILITY INSURANCE

Y&LCONS-01   **BETSEYBAKER**

DATE (MM/DD/YYYY): **2/17/2017**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): (210) 646-9870	FAX (A/C, No): (210) 646-8418
	E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company Ltd	11000
INSURED	INSURER B : Hartford Insurance	38253
Sistema Technologies Inc. 7550 IH-10 West #940 San Antonio, TX 78229-5816	INSURER C : Philadelphia Insurance Compani	
	INSURER D : Hartford Casualty Insurance Company	29424
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			65SBATS3076	01/06/2017	01/06/2018	EACH OCCURRENCE	$ 2,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
								MED EXP (Any one person)	$ 10,000
								PERSONAL & ADV INJURY	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X	POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
		OTHER:							$
A		AUTOMOBILE LIABILITY			65SBATS3076	01/06/2017	01/06/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		ANY AUTO						BODILY INJURY (Per person)	$
		OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X	HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
									$
A	X	UMBRELLA LIAB [X] OCCUR			65SBATS3076	01/06/2017	01/06/2018	EACH OCCURRENCE	$ 4,000,000
		EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
		DED [X] RETENTION $ 10,000							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	65WECAP8708	01/06/2017	01/06/2018	[X] PER STATUTE [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N **Y**						E.L. EACH ACCIDENT	$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C		Professional Liab.			PHSD1204056	01/06/2017	01/06/2018	Limit	5,000,000
D		Crime (Includes Burg			65BDDHC0814	01/06/2017	01/06/2018	3rd party liability	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of San Antonio ATTN: Finance Department, Purchasing Division PO Box 839966 San Antonio, TX 78283-3966	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *[signature]*

ACORD 25 (2016/03)

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STATEMENT OF WORK

City of San Antonio

Contract Management System

(6100008101)

Version 1.0

August 1, 2017

Table of Contents

1.0 PROJECT SUMMARY

Sistema Technologies (Sistema) will implement a Contract Management System for the City of San Antonio.

1.1 Project Scope

The scope of this project is Phase 1 implementation of the City of San Antonio, Department of Human Services (COSA-DHS) Contract Management System. Subsequent phases will be contracted for in separate statements of work.

This Scope section describes the factors, which govern, limit, and bind Sistema Technologies project work to satisfy the City of San Antonio's business needs.

1.1.1 Included in Project Scope – Department of Human Services

Included in the scope is project management, base configuration and implementation of the GrantVantage® solution, workflows and notifications, user training, technical assistance and support as outlined Sistema Technologies Project Plan dated ….08/21/2017

a. **Master data of all agencies and their related programs**

b. **Delegated Agencies submission of the following:**

   1. Performance Measures

   2. Invoices

   3. Budgets and Budget Revisions

   4. Contract and Budget Requirements (contract and budget package process)

   5. Scope of Work

c. **Contract Budget Process**
   As is Workflow explanation

   1. The Delegate Agency develops program budget on DHS budget form

   2. The DA sends draft program budget to the Program Monitor (PM) for review, and if the budget is acceptable, will send via email the budget along with a budget routing slip.

   3. If data is not acceptable, CMD sends email to DA explaining errors, and the process starts over again

   4. Once the budget is acceptable, PM sends email to DHS Fiscal Inbox with the budget and budget routing slip

5. Note: If the program is considered High Risk, the budget must also be approved by the Contract Administrator (CA) prior to sending to Fiscal

6. The Senior Accountant (administrator of the Fiscal Inbox) will log receipt of budget in tracking log and assigns to appropriate fiscal analyst. The fiscal analyst will print a hard copy of the budget to review and approve budget. After the Fiscal Analyst approves the budget, and logs their approval the tracking log, it is forwarded to the Fiscal Manager. The Fiscal Manager will approve the budget as the final approver, and logs their approval in the tracking log.

7. Note: if the program is High Risk, the Department Fiscal Administrator (DFA) will also approve the budget

8. The FM will send hand copy of the program budget back to the Contract Administrator (CA). The original hard copy budgets are provided to the Senior Management Analyst (SMA) for the contract attachment. The (SMA) will log receipt of the budget from Fiscal in the CMD contract tracking file. The (SMA) will provide the budget to the PM to sign and date as approved budget. The PM scans a copy the budget to the shared drive. The original hard copy budgets are provided used to prepare as an attachment to the contract.

9. The FM will send hard copy program budget back to PM. PM will save a copy to shared folder. The original hard copy budgets are provided to CA for contract attachment

d. **Development of Delegated Agencies Contract Scope of Work and Performance Measure Scorecard**
As is Workflow explanation

1. The Delegated Agencies submits a Scope of Work and Performance Measure Scorecard in Microsoft Office Word and sends to PM

2. The PM will review Scope of Work and Performance Measure Scorecard and if acceptable will send to SMA to approve and then the SMA will send to CA to approve. If there are edits needed, the PM sends to the DA to have corrections made and the DA resubmits.

3. The CA will use Scope of Work and Performance Measure Scorecard back to the SMA to use Scope of Work and Performance Measures Scorecard document as a contract attachment

4. The PM will scan a copy of the Scope of Work and Performance Measure Scorecard document in shared drive

5. Once performance measures are developed on the scorecard and approved (as above), the performance measures are put on the CMR form by the DA and the DA sends to the PM for review and approval. After the PM approves, the CMR is

sent via email to the SMA who approves documents. The Approved Planned CMR is saved to the shared drive. An approved Contract Monitoring Report (CMR) is emailed to the DA by the PM.

e. **Performance Measures Submittal Process**
   As is Workflow explanation

   1. Each month, agencies email report of performance measures to Program Monitor by contract due date

   2. The Program Monitor reviews performance measures report for accuracy and completeness

   3. Note: If performance measures report is not accurate and/or unacceptable, the Program Monitor will identify discrepancies and will email back to the agency noting discrepancies. The agency will correct and resend to the Program Monitor

   4. If data is approved by Program Monitor, it is emailed to Senior Management Analyst for approval

   5. Once the Senior Management Analyst approves data, it is signed and dated, password protected and emailed back to the Program Monitor who saves a on the CMD shared file

   6. The Program Monitor sends via email password protected report to agency for next month's submission of the performance measures report

   7. The process starts over again

   8. Note: If agency is late, Program Monitor will email agency by the 20th calendar date as a reminder to submit the performance measures report

f. **Invoice Submittal Process**
   As is Workflow explanation

   1. The agency emails invoice to the Program Monitor by contract due date

   2. The Program Monitor reviews for accuracy and completeness and ensures all required documents are attached before it is forwarded to Fiscal

   3. Note: If Invoice is not accurate and/or unacceptable Program Monitor will identify discrepancies via email to agency for correction and process starts over again

   4. If the Invoice is good, the Program Monitor will approve

   5. The Program Monitor emails invoice with embedded routing slip to DHS Fiscal Inbox

   6. The Senior Accountant (Administrator of the Fiscal Inbox) tracks and logs receipt of the Invoice and assigns an Accountant

7. The Accountant will review against general ledger. Accountant tracks invoice and enters in the agency's expenditure spreadsheet. A Goods Receipt (GR) (MIGO transaction) is created in SAP. A hard copy of the invoice is placed in the assigned Fiscal Analyst's inbox. An email will be sent to the FA for review and approval and agency invoice tracker will be updated by Accountant to reflect the GR date

8. Once the FA approves invoice, it is placed in a bin located in the Department Accounting Supervisor's office. The agency's invoice tracker is updated by the FA to reflex their approval date. At 10:30 a.m. daily, an accountant designated by the DAS hand delivers all invoices in the bin to AP/Finance. The designated Accountant updates the DA invoice tracker to reflect their delivery date.

9. Finance will process payment to the agency

10. Note: If Fiscal Analyst has questions, they will contact the agency via email for corrections or clarifications. At times, the agency may need to resubmit the invoice back to PM to run through the process as above

g. **Budget Revision Submittal Process**
As is Workflow explanation

1. The agency emails budget revisions to Program Monitor

2. The Program Monitor reviews, if all is good and acceptable, the Program Monitor will approve and email to CMD Fiscal Inbox with a budget revision routing slip

3. If data is not good, CMD sends email to the agency explaining errors and process starts over again

4. Once the budget revision is acceptable, the Program Monitor will scan the revision and routing slip and via email send to DHS fiscal Inbox

5. If budget revision is considered High Risk, the Contract Administrator must approve before it is submitted to the DHS Fiscal Inbox

6. Fiscal tracks and logs the budget revision and assigns to the appropriate Accountant

7. The Fiscal Accountant prints the budget revision and routing slip and will review and approve the budget revision, and log their approval date on the tracker

8. The Accountant will forward the budget revision to the assigned Fiscal Analyst for approval.

9. If the budget revision is low risk, after approval, the assigned Fiscal Analyst will sign the revision, and give a hard copy to the Senior Accountant (Administrator of the Fiscal inbox). The Fiscal Analyst's approval date is logged on the tracker.

10. The Senior Accountant will email a copy of the budget revision to the Fiscal Analyst, and deliver the signed copy to the Program Monitor

11. If the budget revision is High Risk, the Department Fiscal Administrator and the Department Director must approve the budget revision as well. The approved budget revision (hard copy) is sent back to the PM. The PM scans a copy of revision, sends copy to Fiscal Analyst, and saves a copy to the shared file and sends via email to the agency.

1.1.2 Included in Project Scope – Pre-K 4

h. **Development of Budget and Performance Measure Spreadsheet Process**
As is Workflow explanation

1. The DA submits a Budget plan and Performance Measures plan spreadsheet in Pre-K 4 SA Microsoft Office Excel template and sends to Grants Analyst (GA)

2. The GA will review the Budget plan and Performance Measures plan spreadsheet and if acceptable will send to the committee to approve. If the committee has follow-up or does not approve, the process repeats until the budget and metrics are approved.

3. The GA notifies DA of their approved budget and performance metrics plan and sends a forecast spreadsheet to the DA to complete their monthly planned expenditures and monthly planned performance metrics

4. DA submits completed monthly forecast spreadsheet to GA. GA reviews for completeness and identifies any issues and works with DA to resolve until template is satisfactory

5. GA then reviews the forecast template with the GM for approval. GM will review for final approval with next level approver (CEO, Assistant to the CEO, committee, etc.). Once approved, GA will notify DA of final approval. If any goals are unacceptable, the process repeats until final goals are approved.

6. GA will then create DA's master file using the approved forecast Budget and Performance Metrics. This master file will be saved in the shared drive and is used to develop monthly submission templates and to monitor the DA's program in terms of budget, performance metrics, action plans, etc.

i   **Performance Measures Submittal Process**
     As is Workflow explanation

1.   Each month, Delegate Agencies email their report of performance measures to GA by the scheduled monthly due dates

     Note: Child development center awardees do not email their metrics and instead update their online Google docs in regards to the month the metrics are due.

2.   GA reviews performance measures report for accuracy and completeness. If performance measures report is not accurate and/or unacceptable, GA will identify discrepancies and will email back to the agency noting discrepancies. DA will correct and resend to the GA.

3.   If any submitted performance measures are well below the anticipated goal, the metric is flagged by the GA for review with the Grants Manager. If the Grants Manager (GM) confirms the metric(s) are unsatisfactory, an action plan is issued. An Action Plan tab is added to the monthly submission template and DA will report progress on a monthly basis until the issue is resolved.

4.   If data is approved with no issues by GA, it is printed and signed by the GA and then given to the GM for approval.

5.   Once the GM approves data, it is signed and dated and given back to the GA, who scans it to the shared drive and saves the printed documentation in a binder.

6.   The GA sends an updated monthly submission template for next month's submission of the performance measures report along with an action plan tab, if applicable.

7.   The process begins again to be completed by the monthly due dates.

8.   Note: If agency is late, GA will email agency the day after the scheduled due date as a reminder to submit the performance measures report.

j.   **Invoice Submittal Process**
     As is Workflow explanation

1.   Each month the DA emails invoice, supporting documentation, and excel budget template to the GA by the scheduled monthly due dates.

2.   DA also emails the city's Accounts Payable (AP) a separate email containing only the PDF invoice for AP's payment processing.

3. The GA uses a monthly submission checklist as a tool to review for accuracy and completeness and ensure all required documents are attached before it is reviewed with the GM.

4. Note: If Invoice is not accurate and/or unacceptable, GA will identify discrepancies and email DA for correction and process starts over again.

5. If the Invoice and documentation are acceptable, the GA will print, sign, and review with the GM.

6. Once the GM approves the invoice, the budget template is signed and dated and given back to the GA, who scans it to the shared drive and saves the printed documentation in a binder.

7. When the invoice reaches the Accountant, they email the GA to confirm it is approved to pay. If approved, the Grants Analyst confirms via email.

8. A Goods Receipt (GR) (MIGO transaction) is created in SAP. A hard copy of the invoice is retained for records and auditing purposes in the Accountant's Invoice binders.

9. If invoice was received via City's WorkCycle inbox, Accountant will provided necessary information and route the WorkCycle item back to Finance Accounts Payable.

10. Finance Accounts Payable will process payment to the agency

11. Once the process is finalized, Grants Analyst updates budget in the monthly submission template and send to agency for the next month's submission.

k. **Budget Revision Submittal Process**
    As is Workflow explanation

1. The agency emails GA of budget shifts that are being proposed for a budget revision.

2. GA verifies consideration of the revision plan with GM from a high-level standpoint. GM will consult with the revision committee if needed to determine if revision requests are allowable.

3. Once consideration is deemed allowable by GM, GA creates budget revision template with justification questions and available funds before sending budget revision template to agency.

4. Agency fills out all required sections of the budget revision template and emails template back to GA.

5. The GA then forwards the submission to the assembled review committee for review. Review members will update the statuses of pending/denied/approved items and sign.

6. If there are any discrepancies or follow-up questions per the review committee, additional questions will be added to the template with committee signatures. Review committee sends reviewed template to GA and GA emails to DA for follow-up and process starts over again,

7. If all line items have been finalized with a status of approved or denied, the review committee will sign and date the revision template before sending it back to GA. GA saves the final reviewed revision template to shared drive and then updates DA's master budget to reflect dollar shifts and category changes for next month's submission template.

8. If the budget revision is High Risk, the Department Fiscal Administrator and the Department CEO/designee must approve the budget revision as well. The approved budget revision (hard copy) is sent back to the GA. The GA scans a copy of the signed and reviewed final revision, and saves a copy to the shared file and sends via email to the DA for their records

I. **Childcare Development Center Purchasing Process- CDC agencies only**

1. DA and Pre-K 4 SA utilizes a "Needs Assessment Tool" to identify areas of need for potential purchases.

2. DA and Pre-K 4 SA uses the "Needs Assessment Tool" to develop purchase list, encompassing of foundation and enrichment items. After all foundation and enrichment items have been purchased, new orders or "shopping lists" can be requested by DA with remaining funds which undergoes a committee review.

3. DA enters items by last business day of each month in a designated "Order Form" tab of their Google document. After the last business day of each month, the committee reviews.

4. If items are denied, then follow-up email is sent by GA to DA for more details. If items are approved, purchasing process begins with quotes.

5. GA creates vendor-specific Excel files (Quote Request) from Google doc. with each tab listing all items by site.

6. GA emails file to applicable vendor POC using email template.

7. Upon delivery of items, agencies receive packing slips corresponding to shipments. Agencies review the packing slips to ensure all items are delivered and in good condition. If something is missing/broken/back-ordered/discontinued, DA will make note of it on the packing slip.

8. DA is to sign and date the packing slip before submitting to their assigned GA for records retention. Simultaneously while verifying delivery of packing slip items, agency updates the agency section of their master list in the Google document to notate the date received and the condition.

9. Once GA receives packing slip from DA, GA will review DA's master list to ensure everything matches and all items have been received in good condition. If any issues or notations that require follow up with vendors arise, GA will contact vendors to discuss and resolve.

10. GA will enter in Google Docs comments section of the items with issues as well as in the Issues Log template to track the steps taken to resolve purchasing issues. Separate packing slips should be submitted to GA for any items in the original packing slip requiring new shipment.

11. Packing slips are saved in respective DA's folder with file names such as 'Lakeshore Packing Slip_2016.08.24'. The date is the day the agency submitted the packing slip to the GA.

12. Once packing slips are received and all items are noted as being in good condition, GA will then anticipate an invoice from Finance regarding the shipment, which will require approval for payment.

13. If the DA is unable to produce a packing slip for an item that was marked received, GA will generate a generic packing slip for the DA to sign, date and return.

14. Finance receives invoice related to CDC purchases and then notifies GA of invoice with request to review for confirmation of payment. GA checks DA's Google document to ensure everything is up-to-date for payment approval.

15. GA updates the expenditure costs of the line items in the DA's master list with the final prices from the invoice. This will include matching items line by line to confirm that everything listed on the vendor's invoice has been billed.

16. Once all items have been confirmed, GA notifies by email to Finance that the invoice is ready to pay.

17. After notifying Finance of confirmation to pay, GA scans the invoice to the DA's folder for records retention. Invoices are saved in respective agency's folder with file names such as 'Lakeshore Invoice_2016.10.18'. The date is the day Finance submitted the invoice to the GA.

18. Fiscal pays the invoice according to the same process listed above in the "Invoice Submittal" section.

1.1.3 Not included in Project Scope – Department of Human Services

This project does not include processes described in the City of San Antonio (COSA) Clarification #2 (RFCSP 6100008101 and Clarification #3 RFCSP 6100008101 / 2016-108 including:

a. **Pre-award process**
Contract pre-award processes are not included in the project scope. Pre-award processes include:
   1. The GrantVantage Funder and Applicant Portal
   2. Integration or workflows related to SAP

b. **Configurations and implementations**
No configurations or implementation related to the document repository. The contract management system will not be used as a document repository and activities related to a document management system are excluded from this project

c. **Configuration, integration or implementation of Dynamics 365 SharePoint**

1.1.4 Not included in Project Scope – Pre-K 4

In addition to 1.1.3, the following is also out of scope for this project.

I. **Pre award Process (Out of Scope)**

1. The Pre-K 4 SA Grants Program receives the annual funding through a 1/8 cent city sales tax as part of the Pre-K 4 SA initiative.

2. The Pre-K 4 SA Board of Directors approves the funds allocated for grants when they approve the department budget in April on an annual basis. City Council then adopts the annual budget in May on an annual basis.

3. Every two years, Pre-K 4 SA uses a Request for Proposal (RFP) process to solicit proposals to improve the quality of prekindergarten services. Pre-K 4 SA reviews solicitations by using evaluation panels that rank and score proposals

4. Pre-K 4 SA provides funding recommendations of delegate agencies to the Pre-K 4 SA Board of Directors

5. Funding is awarded and approved by the Pre-K 4 SA Board of Directors

6. Pre-K 4 SA sets up contracts annually through SAP during the award process. The second year of funding for contractors is a renewal contract based on an internal review of renewal applications.

II. **Setting up Contracts in SAP (Out of Scope)**

1. Department Fiscal Administrator (DFA) initiates request for Purchase Requisition via email with executed contract attached. PR's are created by Accountant and PR # is documented on a printed copy. An email with the PR # is sent to DFA for approval. Procurement Specialist II (PSII) is copied on the email. Once approved, Accountant will file document in a "pending" folder awaiting PO to be issued.

2. The DFA approves the PR, notifies Accountant and PSII via email that the PR is approved.

3. PSII opens the PR in SAP and creates the electronic contract so funds can be encumbered. Once complete, PSII emails Procurement Manager (PM) to approve SAP contract.

4. The PM reviews and approves the electronic contract in SAP.

5. PM notifies PSII via email once contract is approved. PSII then creates the Purchase Order (PO) and notifies Accountant, DFA and Grants Division via email and a copy of the PO is attached.

6. Accountant checks SAP and (Goods Receipts) GRs invoices against POs. All current and future invoices and documents will be filed according to vendor name.

2.0 PROJECT MANAGEMENT

The project management approach is based upon standards set forth in the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge (PMBOK® Guide)," addressing each of the five major project management processes: Project Initiation, Project Planning, Project Execution, Project Control, and Project Closeout.
A comprehensive project management methodology is focused upon the following tasks required for the planning of activities, identifying milestones, and ensuring on-time, on-budget deliverables:

- Managing staff
- Allocating resources
- Performing quality assurance activities
- Controlling project scope
- Producing meaningful project status reports
- Identifying project risks and risk mitigation strategies
- Providing a structure for planning the sequencing and timing of tasks
- Collecting relevant progress data
- Managing changes to the project work plan
- Controlling project costs
- Managing the deliverable review process

A project management methodology consists of project management strategies, control mechanisms, quality assurance protocols, and risk identification and mitigation plans. Most project management tasks will be continuous throughout the project implementation life cycle, providing a planning framework for the management of the project.
Quality assurance and performance reporting aspects of project management are particularly important. We can monitor the quality of the project because strict client-management and end-user measures are agreed on during the initial project phases. The process helps ensure that clients stay abreast of developing issues on their projects so that potential problems are addressed and solved before they become liabilities.

The project plan included in this Statement of Work details all the steps the Sistema team will use to deliver the Contract Management System. The deployment of the GrantVantage solution will be a multi-step process following industry standard methodologies. As a cloud

based COTS SaaS offering, the solution deployment will be streamlined and non-disruptive. The major phases of the deployment are:

Project Management – Kick off the project, define the roles, develop the relationships required to see the project to completion. Review, update and deliver final project plan.

Base Solution Installation – This step is the initial deployment of the base GrantVantage solution into a unique portal specific to COSA. The base solution will be tested and verified.

Gap Analysis – Examine the entire technical scope of the project to ensure a comprehensive integration effort.

Customization Design – Define, design and develop all the unique features and interfaces required to deliver the complete solution.

Build/Configuration – Installation and integration testing of the various components and external systems which make up the complete system.

Data Conversion – Once the tested system is deemed ready, data conversion mapping, scripting and testing will take place.

Acceptance Testing – COSA and Sistema team will conduct testing to ensure the customized solution and its integration into the existing infrastructure function as defined in the contract and to COSA's satisfaction.

Training – Prior to the go live target date, training will be provided to the Internal and accounting staffs.

Deployment – The final deployment step will include a final data conversion, User Provisioning, checklist review and a Go/No Go decision. While the Sistema team believes this plan is comprehensive, inclusive and complete, it will be validated by COSA and adjusted in the initial Project Management phase.

3.0 PROJECT STATUS REPORTING

Project status reporting is the presentation of relevant, factual project data in an objective, understandable format. Reporting provides management with an objective picture of the project's current status. Status reporting is an inherent part of the management of a project. Reporting does the following:

- Provides a picture of project status
- Identifies obstacles and vulnerabilities
- Highlights future trends
- Communicates the appropriate level of detail for the designated audience

When effective project control processes have been implemented, project reports present management with very few surprises. Most problems will have been anticipated and appropriate corrective actions will already be in place.

A variety of reports can be used to identify project status and trends. Project characteristics, including project risk levels and duration, are assessed to determine the specific reports required. Basic report categories are presented in the following table, along with a sample listing of analytical questions to be addressed by reports in each category.

3.1 Project Reporting Tools

The City uses Microsoft Project to manage project activities and deliverables. Reports from this project management application can be distributed to all members of the project team at any time, permitting evaluation of project events. Sistema Technologies will work with the City project management team to determine appropriate formats for reporting.

3.2 Project Reporting Schedule

Project status meetings will be held on a regular basis. This helps ensure that all project staff are up to date on the current project status, possible issues and risks, and planned activities in the coming weeks and months.

3.3 Weekly status report and meeting

The project management team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than one hour and gives an overview of the week's successes and issues. It also discusses strategies and plans for the following week. The meeting is scheduled regularly on the project calendar. We will also

prepare and deliver a weekly status report, risk and issues log, and project plan update (as required). The typical weekly project management reporting includes the following:

- Status report
- Issue summary and resolution report
- Change control summary with detailed change control report
- Project work plan updates, incorporating agreed changes and defining the implications for resources and schedules

3.4 Periodic quality assurance review meetings

As part of the management structure, a quality assurance team will perform independent reviews of the progress of the project. This review will verify and validate the following:

- Project resource utilization and budget status
- Outstanding issues and risks and how these issues and risks will affect the project
- Whether work products meet Sistema Technologies and City standards

4.0 PROJECT MANAGEMENT PLAN

Sistema Technologies will provide a project management plan to the City which will include the agreed Statement of Work. This will be presented to the City and, once approved, a project kick-off meeting will be scheduled for the project team and stakeholders.

4.1 City Responsibilities

The City also expects a significant number of informal meetings to take place on specific project issues. These meetings, unscheduled or unplanned at project onset, are documented and included in the monthly status reports.

Sistema Technologies will rely on the City's Project Manager to provide all information necessary for satisfactory performance of the required tasks. Sistema Technologies will direct all communication to, and take direction from, the City's project manager. Project meetings should be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The initial meetings may be brief, but subsequent meetings will at times require a number of personnel to address problems and answer questions.

The City's project manager and project team will be responsible for coordinating and completing all required Data Sheets (Organizations, Contacts, Users) within 10 days of the kick-off meeting, contributing to and reviewing Weekly Status Reports, reporting Project Issues, and updating the Project Plan.

4.2 Documentation

The following table identifies the roles and responsibilities associated with Documentation and delivery of required deliverables services. The table attempts to define the lead role, but it is expected that both Sistema Technologies and the City of San Antonio will work collaboratively to develop the documentation. An "L" Lead, "R" Review, "S" Support, or "A" Approve is placed in the column under the party that will be responsible for performing the task.

Documentation Roles and Responsibilities	Vendor	City
1. Recommend specifications and documentation format and content	R	L
2. Approve documentation format and content	S	A
3. Develop and document system functional specifications	L	A
4. Develop and document system architecture including security	L	A
5. Develop and document systems design specification	L	A
6. Develop and document system test cases	L	S
7. Develop and document system interface specifications	S	L
8. Develop and document systems interface control plan	S	L
9. Develop and document database design (logical and physical)	S	L
10. Develop and document data dictionary	L	A
11. Develop and document user interface specification	L	A
12. Develop and document data conversion plans	N/A	N/A
13. Develop and document System (and Release) Test Strategy	L	A
14. Develop and document system Test Plan(s) and Scripts	L	A
15. Develop and document system Quality Assurance Plan	L	A
16. Develop and document system turn over to production plans	L	A
17. Develop and document System Training and Knowledge Transfer	L	A
18. Develop and document System Training and Knowledge Transfer	L	A
19. Develop and document knowledge transfer testing results/completion	L	A
20. Develop and document system post implementation support plans	L	A
21. Develop and document system back-up and recovery requirements	S	L
22. Develop and document Configuration Management Plan	S	L
23. Develop and document Weekly Project Status Reports	L	A
24. Develop and document Project Management Plans and Schedules	L	A
25. Develop and document Risk Management Plan	L	A
26. Develop and document Issues Logs	L	A
27. Develop and document Organizational Change Management Plan	N/A	L
28. Develop and document operational process flows and use cases	S	L
29. Develop and document system installation, support, and configuration	L	A
30. Develop and document application hardware and system software	L	A
31. Develop and document Application Code Listings	L	A

32. Develop and document End-User documentation (if not already	L	A
33. Develop and document system and application security procedures	S	L
34. Develop and document systems standard operating procedures	S	L
35. Develop and document updates and release notes	L	A
36. Approve documentation delivered	S	A

5.0 IMPLEMENTATION

Project Plan

(Attached Separately)

5.1 Software Installation

The following tasks will be completed as a part of the Implementation effort:

- **CRM Outlook Connector**

5.2 Installation of software.

The GrantVantage software will be deployed online in the Microsoft Government cloud on Dynamics 365

a. The following CRM Outlook Connector modules will be installed:
  - Initiate the Microsoft Dynamics CRM Wizard
  - Link GrantVantage – COSA CRM to the Users Outlook Account
  - Run Wizard

b. Document Core Pack - Installation of the Document Core Pack consists of the following tasks:
  a. Installation of Document Core Pack managed solution into Dynamics CRM
  b. Installation of Document Core Pack MS Word developer utility
  c. Configuration of GrantVantage and Document Core Pack integration

5.3 Software Configuration

The following components or configuration will be provided after successful installation of the base software components:

1. User Set-up
2. User Permissions
3. User Notifications

5.4 Professional Services

Sistema will engage GrantVantage Inc. (GV) and Trinity Technology Group (TrinityTG) as functional sub-contract partners for this RFCSP requirement. Sistema will leverage its core competency in project management and software testing. The GV team contributes its industry leading cloud-based contract management solution. TrinityTG's brings its extensive experience in Microsoft Dynamics 365 development and financial integration to the solution.
The GV Solution was built from the ground up with Microsoft technology and with the assistance of Microsoft consultants. Often regarded as Microsoft's "go to" grant management

solution, the GV team works closely with Microsoft on various aspects of the solution including,

but not limited to, technology direction, functionality, scalability, and best practices in deployment.

The features and functionality of the GV Solution include:

- Unlimited grants and 10 GB date storage for all users;
- Live and on-line tech support;
- Interactive dashboard for oversight of grant spending, objectives, performance measures and grant activities;
- Custom budgeting components to enable contract and grant-specific budgeting, including tracking direct, cash match, and in-kind spending. Special features include budget revisions, carryovers, multi-funder source allocations, budget change and approval management, and budget vs actual reporting;
- Custom component for Objectives, Performance Measures and Grant Activities,
- Custom security that enables project-specific access to contracts and grants;
- Contract Management;
- Drawdowns, Reimbursement & Disbursements;
- Contract/Grant Close-out and Archiving;
- Pre-configured reports;
- Sub-Awardee Risk Assessments;
- Complete funder portal for posting of RFP's and funding announcements, online applications, panel reviews and awarding of contracts and grants; and
- Partner management.

Partnering with TrinityTG leverages its successful track record in successfully implementing Microsoft solutions for state, and local government entities. The GV Solution was developed using the Microsoft Dynamics 365 platform, which enables Sistema, GV and TrinityTG to add, update, and modify the solution and workflows to fit the unique needs of the COSA. Based on our team's high-level understanding of these requirements, a majority of the required functionality is available to COSA "off the shelf", taking advantage of the fact that the GV Solution is a commercial off the shelf offering.

Sistema Technologies Inc. is headquartered in San Antonio, Texas, and has a branch office in Austin, Texas. Sistema is a minority-owned, HUB certified business that provides state and local government agencies with exceptional information technology (IT) enterprise solutions and staff augmentation services. Sistema's skilled management team includes its President, Joe Vallejo, Vice President John Lujan and Chief Financial Officer Erach Songadwala. Their biographical information is above. Sistema is a trusted partner to the City of San Antonio (COSA) and successfully led and completed numerous contracted projects for COSA. Sistema has also provided system architecture support, programming, and integration services to other regional agencies. Sistema's experienced team clearly understands COSA-DHS's needs and will provide the IT infrastructure, policies and procedures required to satisfy COSA-DHS requirements. Partnering with Sistema to support this COSA-DHS requirement are

GrantVantage Inc. and Trinity Technology Group. GrantVantage provides a complete grant and contract management software solution and has experience working with federal, state and tribal governments and community health and nonprofit organizations. Trinity provides development and integration services with exceptional experience in end-to-end business solutions. Together, the Sistema team with subcontract partners will exceed COSA-DHS's expectations and provide a contract management solution to meet your needs.

GrantVantage Inc. is an American Indian woman-owned small business headquartered in Arlington, Virginia. In 2014, GrantVantage launched its cloud solution for managing contracts and grants. The GrantVantage Solution is easy to use, flexible, web-based, and built on the world-class Microsoft Dynamics 365 platform. The GrantVantage leadership brings subject matter expertise in contracts and grants management, training and technical assistance support to the Sistema team. The GrantVantage team has extensive experience supporting federal, state, local governments and nonprofit organizations. Their expertise extends to the design, implementation and lifecycle management of contract and grant business solutions -from funding announcement to close-out – and organizational training and technical assistance. The GrantVantage team focuses on compliance with the OMB Uniform Grant Guidance and preparing customers for the 2020 reporting implementation requirements of the Federal DATA Act. The GrantVantage team also offers tools and training in monitoring and evaluation programs for managing high-risk portfolios specific to direct service community-based social development programs.

Trinity Technology Group (TrinityTG) is an IT consulting firm headquartered in Sacramento, California. Since 1999, TrinityTG provides end-to-end total business software solutions, custom development and system integrations. TrinityTG's primary client base is almost exclusively government agencies. TrinityTG's partnership value is their extensive expertise in financial system integrations and Dynamic 365 workflow implementation. TrinityTG is well-known within the Microsoft business community and is a Gold Certified Microsoft Partner in Dynamics 365. TrinityTG has also been recognized by both Microsoft and industry professionals as a leader in solution implementations and financial integrations.

5.5 Integration N/A

5.6 Processes

Sistema Technologies will rely on the City of San Antonio to provide its "As-Is" process documentation for a Sistema Business Consultant to review. Upon review, the Business

Consultant will conduct discovery sessions with representatives from each department and the project team to develop the "To- Be" processes to be implemented in GrantVantage.

5.7 Report

Sistema Technologies will also provide 6 days of effort to modify a to be determined number of standard reports selected from those delivered to the City as a part of the standard reporting packages.

This includes:

- Identification of needed reports
- Analysis of report requirements against Dynamics 365 and GrantVantage reporting capabilities
- Configuration of reports using Dynamics 365 built-in reporting engine

5.8 Testing

Sistema Technologies will work with the City of San Antonio, to develop a test plan for Unit, System, Integration, Regression and Stress testing of the application and interfaces. The development of the plan will require input from the City and will be the responsibility of both Sistema and the City of San Antonio. Sistema Technologies will work with the City to develop test scripts, which will describe the functionality expected when entering a service request from call receipt to submission and acknowledgement of message receipt and updates from back-end systems.

Testing will include all installed and configured software to be used in Phase 1.
Sistema Technologies will document the test results and provide them to the City for review. Defects will be logged in a defect tracking system. Defects will be reviewed as to priority, assigned to responsible parties for resolution, assigned an expected resolution date and re-tested when believed to be resolved.

Trinity Technology Group will perform system, Integration, Regression and Stress testing. Specific tests may be reassigned as the responsibility of either Sistema Technologies or the City, as determined after discussion and agreement of the plan and schedule.
The City will be responsible for performing User Acceptance Testing.

5.9 Training

GrantVantage approach to training staff for the City of San Antonio is to deliver classroom-based, formal instruction by certified trainers using the GrantVantage system to understand the application's features and practice configuring them; skills transfer workshops with GrantVantage staff to provide hands-on experience; and a Train-the-Trainer Certification course for City trainers to deliver to its end users. GrantVantage will provide attendees all standard training materials.

The installation and configuration will require assistance from City personnel knowledgeable in the deployed infrastructure and network. Many customers use this as an additional opportunity for skills transfer where the persons responsible for maintaining the application sit with Sistema Technologies personnel during the installation and base configuration and testing. In addition, GrantVantage will provide the following skills transfer workshops so that personnel will have an opportunity to expand their knowledge of the GrantVantage system.

Skills Transfer Workshops	Number of Students per Course	Number of Days per Course
GrantVantage Train the Trainers Certification COSA-DHS Primary Users	8	4 Days
GrantVantage Train the Trainers Certification COSA-Pre K-4 Primary Users	8	4 Days

GrantVantage will provide training and skills transfer for help desk personnel, to include provision of a troubleshooting guide.

Help Desk Training Courses		Number of Students per Course	Number of Days per Course
The GrantVantage Help Desk	1	3	2

5.10 Project Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate:

1. The City of San Antonio will be responsible for the installation and configuration of all for the project based on System/Architecture Design as agreed upon at time of City and GrantVantage License Agreement.

2. The City of San Antonio must make available the necessary technical, business, testing and training personnel to support the deployment throughout the project. Failure to provide personnel in a timely manner, as defined in the approved Project Management Plan (deliverable milestone 1), may cause delays in delivery of the solution.

3. The City will provide a full time Project Manager and Business Analyst for this project and access to technical personnel.

4. City leadership will continue to support the project with the necessary resources and commitment to transition and change that this project will entail; City will provide needed departmental liaisons and access as needed.

5. An appropriate work environment must be provided to Sistema Technologies personnel working on-site. The location should be co-located or near the locations of the work to be performed. Sistema Technologies personnel will require access to the City's network and installed software components, Internet and telephone service (to include teleconference compatible telephones). Sistema Technologies agrees to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).

6. The City of San Antonio will be responsible for ensuring that City personnel, as scheduled, attend all discovery, discussion, workshop and training sessions.

7. The City of San Antonio will be responsible for the scheduling of meeting rooms, training facilities, and requisite equipment with access to high-speed Internet

8. The City of San Antonio will assign a primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between San Antonio and Sistema Technologies. The timeliness of communication and review will directly affect Sistema Technologies ability to meet agreed upon schedule deadlines. All project deliverables must be signed-off on within ten business days of notification that the deliverable is complete. If sign-off has not been completed within ten business days, and no notification of reason for the delay is received, the deliverable will be assumed to be accepted.

9. The parties agree that the warranty obligations and the support and maintenance obligations contained within the Supply Agreement entered into by and between the City and Sistema Technologies

10. Any changes requested to the scope documented in this Statement of Work and the Project Schedule document or due to the City's dependencies will be handled via a Change Request process. An initial impact response will be provided within two business days of delivery of the written Change Request.

11. The City will maintain non-GrantVantage and Microsoft licenses software and provide infrastructure and middleware needed for this project, based on the Sistema Technologies software agreement and the agreed Systems/Architecture Design.

12. City owns all Data – GrantVantage is responsible for the Microsoft - GrantVantage environment.

13. The scope and assumptions within this document only pertain to Phase 1 (current scope of work). Any additional scope may be determined to be delivered in a future phase. Additional phases as well as optional items will require an additional scoping and SOW.

14. The City will be responsible for making any modifications to SAP and make available SAP access for integration to GrantVantage software

15. The City will be responsible for ensuring that the versions of SAP running on all environments remain the same across all environments.

16. The City will schedule and perform User-acceptance Testing (UAT).

17. This SOW does NOT include any services for the following:

    Pre-award Funder and Applicant management, SAP Integration, implementation and workflows
    Integration of a document management repository

    a. Additional configuration, development of reports, etc, unless described in this statement of work.

    b. Configuration, development, other work or integrations other than those described in this statement of work.

6.0 MILESTONE PAYMENTS –

Sistema Technologies will provide this service to the City of San Antonio on a fixed fee with deliverables based payments. The total cost of this project is $398,655. The City of San Antonio will be billed on the invoice schedule below. The Milestone Value is full value for each deliverable payment. The net due at each Payment Milestone is the net of Milestone Value minus the retention 10% holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final Payment Milestone:

Payment #	Deliverable Description	Schedule	Value	Contract %	Retention 10%	Payment Due at Milestone
1	Software Licenses Year 1	8/21/17	$60,000.00			$60,000.00
2	Project Schedule	8/25/17	$16,037.85	5%	$1,603.79	$14,434.07
3	Business Req. Doc Acceptance	9/27/17	$32,075.70	10%	$3,207.57	$28,868.13
4	Technical Design Document	10/19/17	$80,189.25	25%	$8,018.93	$72,170.33
5	Cycle 3 Review and Approval	12/18/17	$80,189.25	25%	$8018.93	$72,170.33
6	Deployment	1/03/18	$80,189.25	25%	$8,018.93	$72,170.33
7	Support Complete @ Deployment	1/15/18	$32,075.70	10%		$60,943.83
	Total		$380,757.02		$28,868.13	$380,757.02

Year 2	Software Licenses Year 2		$46,109.00			$46,109.00

INTEGRATION AGREEMENT FOR
THE CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES CONTRACT MANAGEMENT
SYSTEM

REQUEST FOR COMPETITIVE SEALED PROPOSAL
NO.: 6100008101

BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND
SISTEMA TECHNOLOGIES, INC.

STATE OF TEXAS   §
        §
COUNTY OF BEXAR   §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Sistema Technologies, Inc. (Sistema), both of which may be referred to herein collectively as the "Parties".

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

1.0   CONTRACT DOCUMENTS

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

a.   This Integration Agreement;

b.   City's Request for Competitive Sealed Proposal (RFCSP) 6100008101, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A);

c.   Sistema Statement of Work (Exhibit B); and

d.   Sistema Response to RFCSP 6100008101 (Exhibit C).

2.0   TERM

The term of the Agreement will be for a three (3) year period. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

3.0   INSURANCE

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

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.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000

3. Commercial General Liability Insurance to include coverage for the following:
   a. Premises/Operations
   b. Products/Completed Operations
   c. Personal/Advertising Injury
	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

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

Sistema agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Sistema herein, and provide a certificate of insurance and endorsement that names the Sistema and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Sistema. Sistema 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.

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

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

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

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

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

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

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Sistema shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Sistema'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.

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

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

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

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

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

4.0   INDEMNIFICATION

SISTEMA 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 SISTEMA'S activities under this Agreement, including any acts or omissions of SISTEMA, any agent, officer, director, representative, employee, consultant or subcontractor of SISTEMA, 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 SISTEMA 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. SISTEMA shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SISTEMA known to SISTEMA related to or arising out of SISTEMA's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SISTEMA's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SISTEMA 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 SISTEMA in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. SISTEMA 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 SISTEMA fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and SISTEMA 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 SISTEMA, 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 SISTEMA or any subcontractor under worker's compensation or other employee benefit acts.

5.0   LAW APPLICABLE

5.1   **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

5.2   Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

5.0   TERMINATION

6.1   For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.

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

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

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

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

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

6.4.1 Bankruptcy or selling substantially all of company's assets

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

6.4.3 Performing unsatisfactorily.

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

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

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

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

6.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, Sistema shall be entitled to payment in full for all work which Sistema has performed in accordance with this Agreement and all equipment which Sistema has delivered to the City pursuant to this Agreement.

7.0   ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties

hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO   **SISTEMA, INC.**

_____

Melody Woosley   Print Name: _____
Director of Department of Human Services   Title: _____
Date: _____   Date: _____

Approved as to Form:

_____

Assistant City Attorney