



CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT
REQUEST FOR COMPETITIVE SEALED PROPOSAL
("RFCSP")

For

Electronic Plan Review Software
(RFCSP 19-051, 6100011235)

Release Date: 02/13/2019
Proposals Due: 03/15/2019

002 TABLE OF CONTENTS

		Page Number
002	Table of Contents	2
003	Background	3
004	Scope of Service	7
005	Schedule of Events	19
006	Pre-Submittal Conference	20
007	Proposal Requirements	21
008	Submission of Proposal	24
009	Award of Contract and Reservation of Rights	30
010	Bonds	31
011	Software Escrow Requirements	32
012	Acceptance Criteria	33
013	Supplemental Terms & Conditions	34
014	General Terms & Conditions	38
015	Standard Definitions	46
Section 016		
RFCSP Exhibits		
RFCSP Exhibit 1	Business Use Case	48
RFCSP Exhibit 2	City Technology Standards	49
RFCSP Exhibit 3	Reimbursement Reports	50
RFCSP Exhibit 4	City Testing Policy	51
Section 017		
RFCSP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFCSP or web links, as indicated.		
Attachment A, Part 1	General Information Form	52
Attachment A, Part 2	Experience, Background, Qualifications	57
Attachment A, Part 3	Proposed Plan	58
Attachment B	Price Schedule	63
Attachment C	Contracts Disclosure Form	64
Attachment D	Litigation Disclosure Form	65
Attachment E	Requirements Traceability Matrix	66
Attachment F	Veteran-Owned Small Business Preference Program Tracking Form	67
Attachment G	Certificate of Interested Parties Form 1295	68
Attachment H	Signature Page	69
Attachment I	Proposal Checklist	70

003 BACKGROUND

OBJECTIVE

This Request for Competitive Sealed Proposal (“RFCSP”) is issued by the Development Services Department (“DSD”) of the City of San Antonio (“City”). The purpose of this RFCSP is to select a vendor (“Respondent”) that is qualified and licensed to deliver a collaborative platform for electronic plan reviews. Development Services is seeking a convenient software solution that allows for online document uploads and concurrent, collaborative electronic plan reviews. The proposed Electronic Plan Review (“EPR”) solution should integrate into the existing Accela System (“BuildSA”) hosted by the City. The City is seeking a single Respondent that will be responsible for the scope of services detailed in Section 004 below.

The City’s vision for BuildSA is:

“To enhance the customer experience with land management, development and code enforcement services as well as other permitting and licensing functions of the City.”

The mission of BuildSA is to:

- improve online services and increase information transparency with outcome measures and evidence-based practices;
- streamline business processes to improve consistency and reduce cycle times;
- provide a single point of information for all land management, permitting, inspections, licensing, and violation enforcement information related to a City location thereby maximizing communication between reviewing authorities and agencies;
- adopt a modular, scalable and configurable solution that can easily adapt to changing business and technology needs;
- improve operating efficiencies by consolidating or integrating multiple systems to support development and code enforcement processes; and
- provide a scalable solution which can be leveraged across the City to realize potential synergies across City business services

Key Features expected in BuildSA include the following:

- all transactional data in one system (one address search)
- better sharing of information across City departments and outside agencies
- customers, Citizens, and City Council have real-time access to transactional information
- all transactions available on-line
- customer alerts by email
- advanced Electronic Plan Review

BACKGROUND

For years, DSD has utilized disparate systems to deliver permit, inspection, land development, and code enforcement services to their customers. These systems became outdated and were unable to easily adapt to DSD’s changing business needs. In 2012, a business need to replace the outdated systems was identified, and BuildSA, formerly known as *Hansen/ECCO Replacement Project*, was formally initiated.

The City issued an RFCSP to replace the City's legacy land development systems, with the objective of allowing DSD's core business operations to be delivered using one system. The RFCSP was published in September 2014, and evaluation of the proposal responses started in January 2015 and concluded by May 2015.

In June 2015, the City Council awarded a contract to Accela Inc. to provide the City with a comprehensive land development, permit, inspection, and compliance management system leveraging Accela's Civic Platform solution, Software Version 8.03. The City has since upgraded to Accela's Software Version 9.1.3, which is the currently installed version.

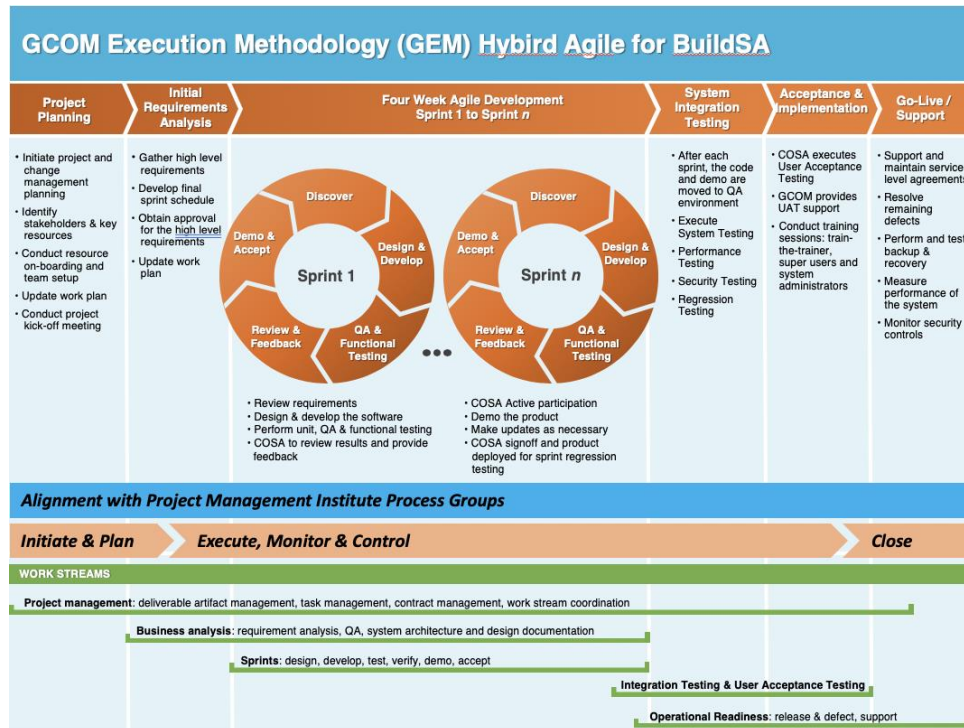
On October 1, 2018, the City completed BuildSA Release 1 and went live with Land Development Services (Platting, Zoning, etc.). The City implemented an EPR solution to support Release 1 Land Development services with basic functionality to electronically review drawings through a cycle of markup and reviews, from submission to inspection. ***Note: The City is not seeking to replace the EPR solution for Release 1.***

On January 10, 2019, City Council approved a contract with GCOM Software, LLC ("GCOM") to complete the Accela implementation of BuildSA Release 2. Release 2 is scheduled to be completed over the course of 30 months, and will cover permitting, inspections, licensing, and code enforcement. The selected Respondent is required to work with GCOM to integrate their solution with Accela to deliver a complete EPR solution.

BuildSA Release 2 is focused on the replacement of the Hansen and ECCO legacy systems and other systems' functionality related to building development (permitting, inspections, contractor licensing, and business licensing) and code enforcement. Respondent's EPR solution, however, will only impact building development, which is part of the Hansen replacement. Impacted processes include all essential plan review, permitting, and inspections functions.

To implement BuildSA Release 2, GCOM will utilize a hybrid agile delivery method, which executes an iterative methodology to deliver BuildSA's scope of services. In this particular implementation, GCOM will build upon the existing Accela platform delivered by BuildSA Release 1. Each of the delivery Sprints in Release 2 will build a package of requirements based on the priority given by the DSD Product Owner, ultimately resulting in the delivery of all requirements (see Figure 1 below).

Figure 1: The following flow diagram illustrates the concept of GCOM's hybrid agile methodology



BuildSA is hosted and managed in the City's data center. There are eight (8) infrastructure environments currently established for BuildSA. Note that these environments are already provisioned and on City hosted server infrastructure.

BuildSA is integrated with FileNet, the Document Repository for the City, which provides centralized storage of, and access to, all documents related to permit applications. It will be used by all involved City departments and will be integrated with departmental capabilities.

An overview of the BuildSA Release 2 project scope is provided in the table below. **The overview of the BuildSA Release 2 project scope is provided for informational purposes only.**

Summary of Release 2 Project Scope:

Summary of Project Scope	
	Release 2 – In Progress
Business Functional Group	Building Development (Vertical Development)
Estimated Number of Existing Record Types	City estimates 82 Record Types Net based on configuration items below**: 79 permit types 30 Trade Licenses 26 Service Requests 420+ Inspection types 410+ Fee Types 140 Review Types 100 Document Submittal Types
Estimated Number of Forms	Forms:140+
External Agency Collaboration	Commercial projects – Up to 19 Residential projects – Up to 5
Existing Systems for Data Conversion	Hansen (Permits and Trade Licenses)
System Interfaces	CPS Work Order Management System Route Optimization System
Number of Users *Does not include external reviewing agencies	212

004 SCOPE OF SERVICE

The purpose of this RFCSP is to select a vendor that is qualified and licensed to deliver a collaborative platform for electronic plan reviews. The proposed EPR solution should integrate into the existing Accela Software System (BuildSA) which is hosted by the City of San Antonio “City.” The City is seeking a single Respondent that will deliver a robust, seamlessly integrated EPR solution for Release 2.

The City envisions a next generation electronic plan review solution that makes it easier and faster for customers and plan reviewers to communicate in order to streamline the plan review process.

4.1 Project Requirements

The City has compiled a comprehensive list of functional, non-functional, and technical requirements that the Respondent is required to provide. Those requirements are identified in Attachment E as the Requirements Traceability Matrix (RTM). The RTM provides an extensive list of functionality that is identified as either mandatory or desired. All mandatory requirements shall be met as part of this project. The City intends to achieve as many of the desired requirements as possible while balancing cost with best value.

4.2 Accela Integration

The proposed EPR solution should integrate into the existing Accela Software System (BuildSA) which is hosted by the City.

BuildSA is also integrated with FileNet, the Document Repository for the City, which provides centralized storage of, and access to, all documents related to permit applications. It will be used by all involved departments and be integrated with the departmental capabilities.

4.3 Project Timeline

As previously mentioned, the Respondent is required to work with the BuildSA Release 2 selected vendor, GCOM, to integrate the new EPR software solution into BuildSA (install and configure). Below is a project timeline and the activities related to the implementation of the EPR solution:

Figure 2: The following flow diagrams illustrate the timeline for EPR Implementation



To implement BuildSA Release 2, GCOM will utilize a Hybrid Agile delivery method which executes an iterative methodology to deliver the project scope. In this particular implementation, GCOM will build upon the existing Accela platform delivered in Release 1 of BuildSA. Each of the delivery Sprints in BuildSA Release 2 will build a package of requirements based on the priority given by the DSD Product Owner, ultimately resulting in the delivery of all requirements.

4.4 Responsibilities

The City has a significant investment in the Accela software. The selected Respondent for this RFCSP will play an important role in the development and advancement of electronic plan review for BuildSA Release 2. It is critical that all parties working under the BuildSA Release 2 work together to deliver the product and services in a cohesive and timely manner. To that end, all parties shall uphold open communication and sharing of information.

City will be responsible for:

- ✓ Providing single point of contact for all technical and operational issues
- ✓ Working with the selected Respondent and providing quick feedback/responses
- ✓ Reviewing and approving deliverables in a timely manner
- ✓ Providing quick feedback to selected Respondent during testing to report on issues identified
- ✓ Cooperating with Contractor to ensure successful integration of EPR software

Contractor shall be responsible for:

- ✓ Providing single point of contact for all technical and operational issues.
- ✓ Providing EPR software (i.e. licenses, software agreement, etc.)
- ✓ Installing EPR software
- ✓ Configuring EPR software
- ✓ Providing documentation (i.e. technical and training) related to EPR software
- ✓ Working with GCOM (as identified in this section) to assist delivering and integrating the EPR software with Accela
- ✓ Supporting ongoing configuration changes to EPR software
- ✓ Providing post launch support for EPR software
- ✓ Support all testing of the EPR software performed by GCOM and the City

GCOM shall be responsible for:

- ✓ Providing single point of contact for all technical and operational issues
- ✓ Working with the selected Respondent and providing quick feedback/responses
- ✓ Capturing and reporting issues identified with EPR configuration and integration
- ✓ Integrating EPR software
- ✓ Cooperating with selected Respondent to ensure successful integration of EPR software

4.5 Business Use Case

In the RFCSP response, the Respondent will describe the collaboration between their EPR solution with Accela Citizen Access and Accela Civic Platform to enable our customers & reviewers to upload construction plans for review (some of which may be up to hundreds of pages); perform electronic management of documents for building permit and plan review processing, support permit issuance, and work seamlessly with data collection. Respondents are encouraged to provide URLs of previous implementations that demonstrate the proposed solution for implementing EPR.

Additionally, the Respondent shall describe how the EPR solution will support the full end-to-end range of the permit life cycle. Some of these high level activities include, but are not limited to the following (see Exhibit 1, Business Use Case for additional information):

- ✓ Submittal of electronic permit application
- ✓ Electronic upload of various documents and document types
- ✓ Acceptance, management of subsequent routing, mark up and approvals of electronic plans
- ✓ Tracking reviews, resubmittals and revisions
- ✓ Workflow management and transparency regarding plan review distribution, review comments and status of reviews
- ✓ Capture workflow information for a seamless transaction from Accela
- ✓ Support Accela permit numbering system
- ✓ Reroute subsequent reviews automatically to the appropriate reviewers
- ✓ Capture plan review comments and conditions of approval
- ✓ Generate activity/review reports
- ✓ Capture and send reviewer comments/revisions to a customer for their particular business area only
- ✓ Capture & route customer correction/revisions to a particular reviewer in a business area
- ✓ Update review status and close EPR review in the EPR solution

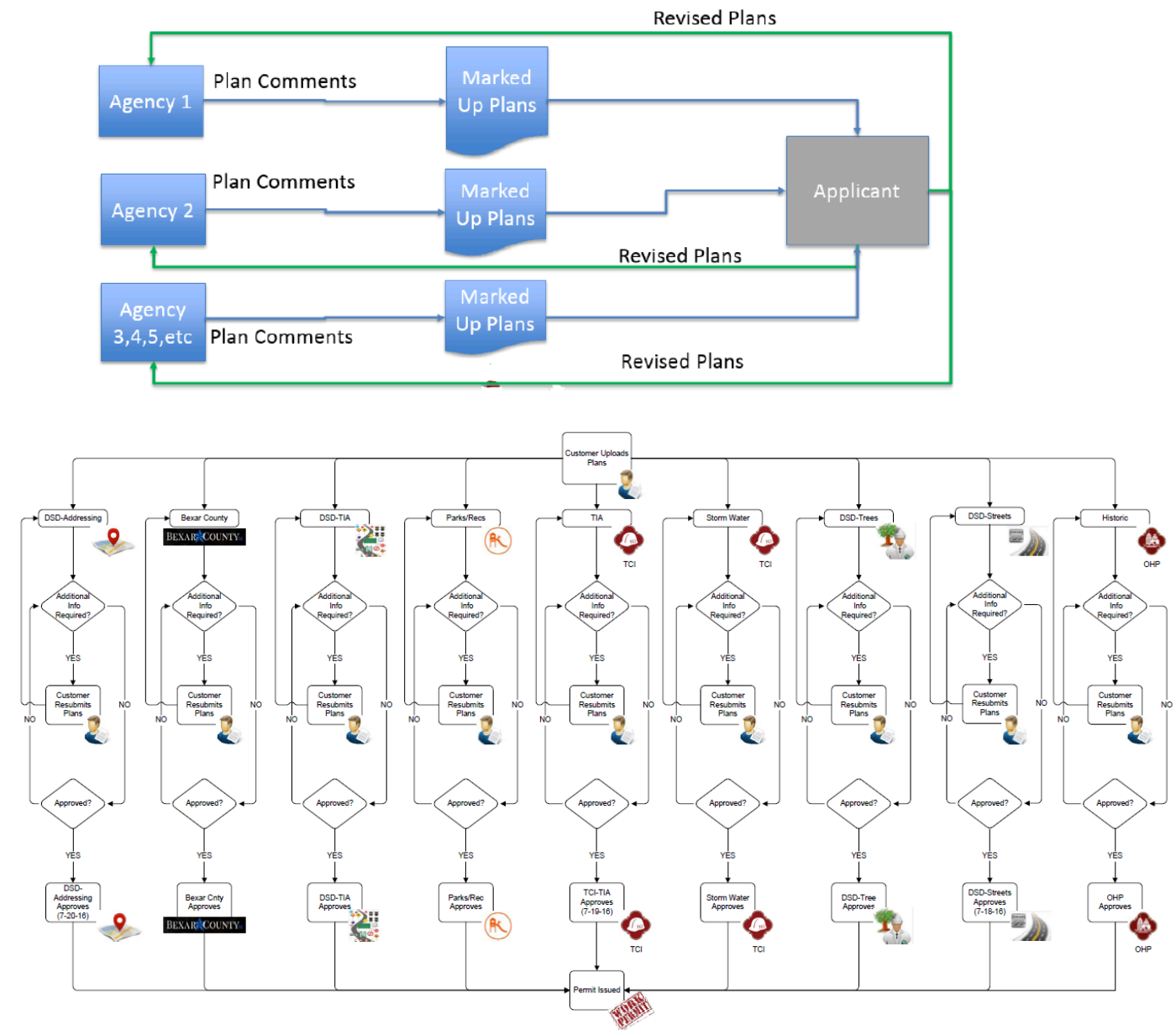
The Respondent must describe their approach and ability to satisfy the functional requirements within the scope of work, including a robust and advanced user experience. This scope section provides an overview, but not a complete list of requirements (See Attachment E, Requirements Traceability Matrix, for additional details).

4.6 Concurrent Reviews

The EPR solution should have the ability to perform the plan review process and simultaneous reviewer collaboration and markup of plans, sharing of revisions with the customer, overlays and identification of changes between versions of plans, and managing workflows for the review process, including the use of “swim lanes” as illustrated in Figure 3 below.

A “swim lane” for EPR allows an applicant and a reviewing agency to conduct siloed plan reviews amongst themselves (illustrated in Figure 3 below), rather than a resubmission always going to all plan reviewers every time.

Figure 3: The following flow diagrams illustrate the concept of “Swim Lanes” for Plan Review



4.7 BuildSA Release 2 Stakeholders

DSD is the primary stakeholder of BuildSA and is responsible for protecting the health, safety, and quality of life of the citizens of San Antonio through regulation of land and building development and through enforcement of property maintenance and quality of life related codes. DSD is responsible for assisting customers in the development process and granting authority to develop land and occupy buildings within the City and limited permitting in the Extraterritorial Jurisdiction (ETJ).

DSD’s mission is to partner with the community to build and maintain a safer San Antonio, and the department’s goals and objectives include the following:

- Protect the health, safety, and quality of life of the citizens of San Antonio
- Improve cycle time

- Ensure consistency and quality of services provided
- Promote customer service philosophy to facilitate development and maintenance of property
- Enhance use of online services
- Enhance employee development

The following organizations will be stakeholders or users of **BuildSA** and are categorized as either Core Users, Semi-Core Users, and/or External Clients:

Core Users

These four core users are Divisions or Sections within DSD and will be heavy users of the BuildSA system and will be transacting in BuildSA daily as a part of their job responsibilities.

Table 1. Release 2 Detailed Description of Core Users- DSD

Division	Description	Approximate # of People Performing Plan Review
Customer Advocate (Permitting Counter)	The Customer Advocate. This section has a large customer service counter and issues permits over the counter, These permits could require a minor review for zoning setbacks and other construction requirements. These plans typically are 1-2 pages. Concurrent review is not required.	16
Plan Review	This team reviews building plans and includes members from other City departments and our water purveyor, SAWS. Currently the plan reviews are performed using paper copies of the plan. Recently the team has begun using Brava software for electronic reviews, which is integrated with the FileNet for document depository. Based upon the scope of the project, the following reviews could be conducted on a building plan: building, fire, mechanical, electrical, plumbing, zoning, aviation, disability, SAWS, historic, health, TIA, streets, tree, landscaping, and irrigation, Storm Water. Concurrent review is highly desirable and the solution needs to support “swim lanes” that allow the reviewer to perform their initial review and all required resubmittals independent of the other reviewers.	79
Inspections	Although the primary function of Inspections is to perform field inspections, certain specialized teams such as the Downtown and Hospital Team could perform post-permit plan reviews when changes are required during construction. In addition, our Tree inspectors perform plan reviews in the field to validate the size and location of trees.	28

Table 2. Release 2 Detailed Description of Semi-Core Users

Division	Description	Approximate # of People
Fire	Both Development Services and the Fire Marshal's Office performs reviews for Fire System Permits. Concurrent review is not required.	30

External Clients

External clients include members of the general public (non-City users) who will access the BuildSA online portal. The online portal will provide some services that are available without logging into a user account, while other functions will only be available to users with an active BuildSA account.

Table 3. Release 2 Detailed Description of External Clients

Stakeholder Group	Division	Description	Approximate # of People
External Clients	BuildSA Customers – Have a BuildSA Account Created	Will have the ability to enter Permits, Inspections requests through Accela Citizen Access. Can obtain activity information on Permits, Plan Reviews and Inspections Electronic Plan Review Authorized individuals on the record need the ability to upload and download plans and documents to support electronic plan review.	Population
External Clients	General Public / Citizens	May visit Accela Citizen Access and obtain general information about Development Services applications. The general public should have access to review plan review comments. However, they should not have access to any documents.	Population

4.8 Estimated Plan Review Volume

DSD requires concurrent plan review for many of the record types identified in BuildSA Release 2. There are a few high volume records that may not require concurrent reviews. Finally, a small number of records require a one or two page document review. Below are current estimated annual volumes for EPR activity.

The following record types will require some form of plan review and in some cases will require concurrent plan review:

Record Type	Concurrent Plan Review Required	Estimated Annual Volume
Residential – New Building Permit (including manufactured home on a private lot)	Yes	3,207
Commercial Street Improvement Permit	Yes	2,262
Commercial – Project Record (Reviews and Documents)	Yes	
Commercial – Site Work Permit (Drainage, Tree, Fire Lane)	Yes	
Commercial – New Foundation (Building, Electrical, Plumbing, Flood, Drainage)	Yes	
Commercial – New Shell ((no tree, sidewalk, traffic, landscaping, mechanical)	Yes	
Commercial – Interior First Time Finish Out	Yes	
Commercial – Remodel	Yes	
Commercial – New Building (complete submittal package – not phased)	Yes	
Commercial– Addition to an Existing Building	Yes	
Commercial - Expedited Structure Permit - Commercial Shade Structures, Barns, Greenhouse, Decks, Gazebo, Shed, Water Tank, Detached Garage Permit, Retaining Wall, Group U Occupancy	Yes	
Residential – Addition/Remodel to an Existing Building	Yes	93
Photovoltaic	No	2,077
Demolition	No	382
Pedestrian Protection	No	4
Fire – Sprinkler	No	701
Fire – Underground Fire Sprinkler Line	No	236
Fire – Alarm	No	1,087
Fire – Fixed Pipe Extinguishing System	No	203
Fire – Gaseous Suppression Extinguishing System	No	6
Fire – Paint Spray Booth	No	10
Fire – Floor Plan Assembly Review (Special Event Permit)	No	172
Fire – Storage Tank	No	348
Fire – Hazardous Materials	No	483
Tree	No	1,422
Sign – Certification (Non-Conforming)	No	0
Sign – On Premise (Including Non-Conforming)	No	1,962

The following record types may require EPR based upon the scope of the project and concurrent review is not required:

Record Type	Estimated Annual Volume
Mechanical Permit	587
Electrical – General Permit	574

Record Type	Estimated Annual Volume
Plumbing Permit	751
Plumbing – Irrigation	385

The following record types could require EPR of documents that are typically 1-2 sheets and concurrent review is not required:

Record Type	Estimated Annual Volume
Residential – Accessory Permit (under 1 story & <1000 sq ft)	232
Residential – Addition Permit (under 1 story & <1000 sq ft)	67
Residential – Carport (under 1000 sq ft)	345
Residential – Swimming Pool	19
Residential – Patio Covers and Decks	246
Residential – Fence	450
Residential – Minor Building Repairs (windows, doors, siding, sheet rock, structural repairs to floors, interior demolition only)	447
Commercial – General Repairs	373
Residential and Commercial Foundation Repairs	453
Residential and Commercial Sidewalk and Curb Permit	436
Residential and Commercial – Roof Repair – Change of Picture or Weight Change	2
Sign – Inflatable	240
Sign – Temporary Weekend	562
Sign – Feather	4
Sign – Event	1
Sign – Relocated Billboards	79
Manufactured Home (In a Park) (Combined Permit)	

4.9 Technical Requirements

Respondent shall provide a solution that will provide the required functionality and will operate either in-house under the current City Information Technology Services Department ("ITSD") infrastructure (preferred option), in a hosted facility meeting ITSD infrastructure standards or as a software-as-a-service (SaaS) solution operating within ITSD standards.

Each of the possible solutions (in-house, hosted or SaaS) shall require a separate Cost Proposal on the appropriate form for the environment being proposed.

Respondent must provide details on how their proposed EPR solution will create transparency and true integrations with traceable relationships and maintainable interfaces; how their software will fully integrate using industry-standard approaches (such as web services and published APIs).

Respondent will provide industry standard Application Programming Interface ("API"), adapter development kits or similar enterprise application integration (EAI) tools to facilitate transmission and exchanges, which must include the following:

- Ability to call and use results from external services or APIs as part of workflow in the permitting system.
- ASU-facing web interfaces must support at least these major web browsers: Google Chrome (latest), Mozilla Firefox (latest) and Microsoft Internet Explorer (8+).
- ASU-facing interfaces must comply with ASU's Privacy Policy and no personally identifiable information should be collected unless volunteered by the user in an email or survey response. Only standard traffic-tracking data such as IP Address and browser/device information will be collected.
- If any installations or configurations are required on staff desktop or tablet computers to support this software, such installation or configuration must be compatible with management through Microsoft Configuration Manager 2007+, which is the standard for personal computer management.

Conceptual Technical Architecture Model

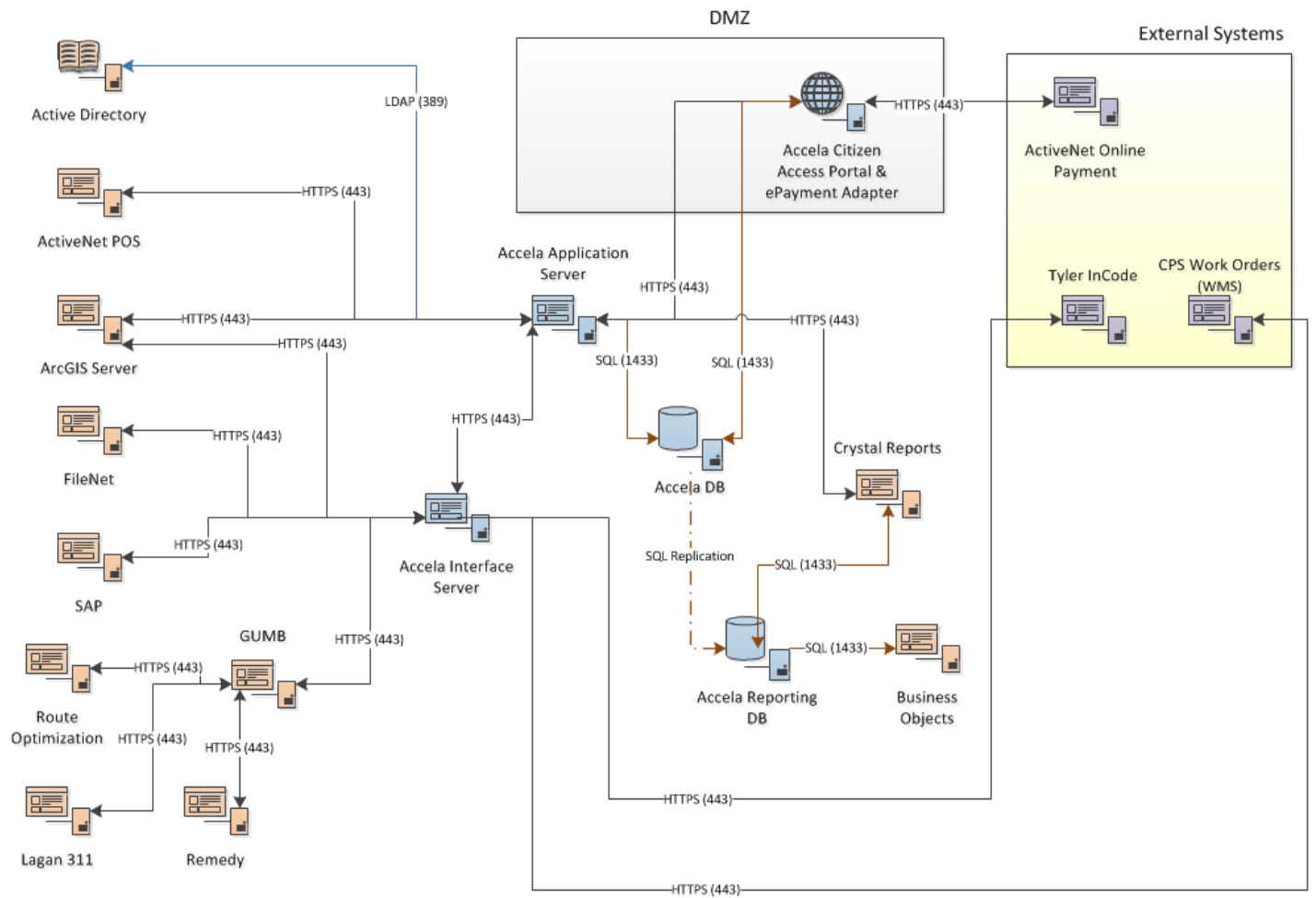
Figure 4 on the following page provides a simple architecture of the BuildSA solution and associated system interfaces included in BuildSA Release 1 and planned for BuildA Release 2.

Existing System Integrations into BuildSA include: ActiveNet Point of Sale, ArcGIS Server, Filenet, SAP, Remedy, and ActiveNet Online Payment, as well as interactions with Active Directory, Crystal Reports, and Business Objects.

The core of BuildSA is the Accela Automation and Accela Citizen Access Software, which is integrated with the City's Active Directory for user authentication and seamless single sign-on capability. The City currently uses Crystal Reports and Business Objects for building and delivering reports. Generic Universal Message Bus (is a custom integration tier to exchange data between different systems. It is currently mainly used for exchanging LAGAN complaints with various City systems but is also used to pass data between the Route Optimization System and Hansen.

The City has a set of Technology Standards, provided in Exhibit 2, which represents the infrastructure services provided and or supported within the organization.

Figure 4: BuildSA Systems Architecture (includes existing and to-be integrations)



Respondents will also be responsible for ongoing user and technical support for the term of the contract in a variety of areas including but not necessarily limited to training users on the initial implementation, installation and configuring product updates as they become available, assistance in building and maintaining the structure of codes, fees, and permit types and in helping to design a documented paperless workflow system which best complements the electronic workflow processes made possible by the new system.

Respondents are encouraged to provide diagrams to demonstrate the implementation approach and structure.

The following components should be considered when completing the response to this RFCSP:

Web Page Branding

To ensure a consistent representation of the City's brand identity, the following minimum requirements shall be met when developing a web or digital presentation:

1. The City logo must be clearly visible in addition to Branding Initiative logo, where applicable.
2. Only official versions of the logo using approved colors may be utilized.
3. A return link to SanAntonio.gov must be included.

Usage of City of San Antonio primary and secondary colors are encouraged where applicable to further enhance the overall brand identity. A branding style guide will be made available in order to assist in the development of the branding required for the selected software.

Americans with Disabilities Act and Rehabilitation Act of 1973

The Americans with Disabilities Act and the Rehabilitation Act of 1973 generally require that State and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities.

The City of San Antonio uses the Web Content Accessibility Guidelines (WCAG) developed through the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) which provides web accessibility guidelines, technical specifications, and educational resources to help make the web accessible to people with disabilities. The web pages/documents below can be used as a reference for these guidelines.

Web Content Accessibility Guidelines (WCAG) Overview:

<https://www.w3.org/WAI/standards-guidelines/wcag/>

How to Meet WCAG 2 (Quick Reference):

<https://www.w3.org/WAI/WCAG21/quickref/>

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

Documentation and Knowledge Transfer

The City requires the knowledge transfer during the implementation phase that will provide assigned City system administrators the ability to support the system upon completion of the selected vendor engagement.

Testing and Quality Assurance

The City shall require the selected vendor to perform unit, integration and system testing following the testing policy outlined in Exhibit 4 of this RFCSP. The overall testing methodology shall also support the City in User Acceptance Testing.

Security Considerations

The security methodology used by the vendor software application is an important technology consideration in selecting a solution that meets the requirements of this solicitation. The ITSD security standards use the National Institute of Standards and Technology cyber security framework. The Cyber security team is designed and organized to implement, within the five disciplines of the Cyber Security Framework and requires the use of Innovative technologies to coordinate and execute cyber security.

Training

The City prefers the Respondent provide custom training specific to the business processes developed to meet the City needs. Preferably, all training should be embedded during the implementation period. Training shall consist of subject matter expert training. The City will designate a number of subject matter experts that will require functional training. This staff will then train all other end users. Training shall also consist of system administration training to a designated number of City technical staff.

Warranty Period

A warranty period shall be included in the project plan that provides post go live assistance to the City as part of the vendor engagement.

Service Level Agreement

Service level agreements between the selected vendor and ITSD are required as a part of the overall solution as these agreements provide input into the service level agreement between ITSD and the internal customer the software is providing a service to. These agreements address continuity, recovery, backups, service provisions and service levels.

005 SCHEDULE OF EVENTS

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

RFCSP Release	Wednesday, 02/13/2019
Pre-Submittal Conference	Monday, 02/25/2019 at 10:00 AM. Central Time
Final Questions Accepted	Friday, 03/01/2019 at 2:00 PM. Central Time
Proposal Due	Friday, 03/15/2019 at 2:00 PM. Central Time

006 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio's Development Services Department, 1st Floor Board Room at 1901 S. Alamo Street San Antonio, Texas, 78204 at 10:00 A.M. Central Time, on February 25, 2019. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. City of San Antonio's Development Services Department, 1st Floor Board Room is wheelchair accessible. The accessible entrance is located at the main entrance location, as necessary. 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.

Conference Bridge: Toll Free Dial-In Number: 1-877-226-9790

Meeting Number: 4511640

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

007 PROPOSAL REQUIREMENTS

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

Respondent shall submit one original hardcopy, signed in ink, and ten (10) hardcopies **WITH ONLY TABS and documents for the General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO VOSB FORMS AND/OR PRICING TO BE INCLUDED)** of the proposal and **one (1) compact disk (CD) and/or flash drive (USB)** containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Electronic Plan Review Software, RFCSP 19-051, RFCSP 6100011235", on the front of the package.

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

TABLE OF CONTENTS

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

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

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

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

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

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

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

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 D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

REQUIREMENTS TRACEABILITY MATRIX. Complete and submit the Requirements Traceability Matrix as Attachment E.

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

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

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295).

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

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

https://www.ethics.state.tx.us/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 as Attachment G. Where requested to provide the name of the public entity with whom you are contracting (Box 2 of the form), insert "City of San Antonio". Where requested to provide the contract number (Box 3 of the form), provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

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

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

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

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

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

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

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

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

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

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

EVALUATION CRITERIA.

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

Evaluation criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (50 points)

Pricing (20 points)

008 SUBMISSION OF PROPOSALS

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

Submission of Hard Copy Proposals.

Respondent shall submit

- one (1) original **COMPLETE** proposal signed in ink;
- ten (10) hardcopies **WITH ONLY TABS and documents for the General Information Form; Experience, Background and Qualifications; Proposed Plan; etc. (NO VOSB FORMS, AND/OR PRICING TO BE INCLUDED IN THE COPIES);**
- and one (1) complete copy of the proposal on compact disk (CD) and/or flash drive (USB) containing an Adobe PDF version of the entire proposal, enclosed in a sealed package, clearly marked with "Electronic Plan Review Software RFCSP 19-051, 6100011235" and the due date for submission of proposals on the front of the package, addressed to the City Clerk at the address provided below.

Proposals must be received in the City Clerk's Office no later than **2:00 P.M., Central Time, on March 15, 2019** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: RFCSP 19-051, 6100011235, Electronic Plan Review Software

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

c/o: Municipal Archives and Records Facility

Attn: RFCSP 19-051, 6100011235, Electronic Plan Review Software

719 South Santa Rosa

San Antonio, Texas 78204-3114

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

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

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information may not exceed ten (10) pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** sections and attachments in the sequence listed in the RFCSP Section 007,

Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

Forms Requiring Signatures.

Signature Page. Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true, and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment A, Part 2.

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

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

Sections:

Venue, Jurisdiction and Arbitration
Intellectual Property
Undisclosed Features
Ownership and Licenses

Certifications
Acceptance Criteria (if required)
Indemnification
Non-discrimination
Interlocal Participation
Insurance Requirements

Exhibits:
Business Use Case
City of San Antonio Technical Standards
Reimbursement Reports
City Testing Policy

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

Travel and Related Expenses.

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until 2:00 p.m., Central Time, on March 1, 2019. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent’s response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City’s request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

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

Staff Contact Person:

Kristen McAvoy, Procurement Specialist III
City of San Antonio, Finance Department, Purchasing Division
Kristen.mcavoy@sanantonio.gov

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.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at the Finance Department, Purchasing Division, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a prohibited "financial interest" in a contract with City or in the sale to City of land, materials, supplies, or service if any of the following individual(s) or entities is a party to the contract or sale:

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

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

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

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

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

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

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

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

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

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

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

009 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

010 BONDS

This section left blank intentionally.

011 SOFTWARE ESCROW REQUIREMENT

This section left blank intentionally.

012 ACCEPTANCE CRITERIA

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

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

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

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

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

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

013 SUPPLEMENTAL TERMS & CONDITIONS

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

Renewals. At City's option, this contract may be renewed under the same terms and conditions for an additional one (1), one (1) year period. Renewal shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.

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

Temporary Contract Pending Award of Contract by City Council.

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Development Services Department, which shall be clearly labeled "Electronic Plan Review Software" 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 Development Services Department. 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.

A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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:

<u>TYPE</u>	<u>AMOUNTS</u>
1.Workers' Compensation 2.Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3.Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	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.Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage
5.Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the project.
6. 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.

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. 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.

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

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

Contractor 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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 Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

It is agreed that Contractor'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..

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

Incorporation of Attachments.

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

Attachment A, Part One – General Information Form

Attachment A, Part Two – Experience, Background, and Qualifications
Attachment A, Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Requirements Traceability Matrix
Attachment F – Veteran-Owned Small Business Preference Program
Attachment G – Certificate of Interested Parties
Attachment H – Signature Page
Attachment I – Proposal Checklist

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

Interlocal Participation.

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

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

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

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

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

014 General Terms & Conditions

Delivery of Goods/Services.

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

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov.

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

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

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

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

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

Termination.

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

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

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

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

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury,

death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

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

1. Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or
2. Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and
3. Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to

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

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

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

provided that

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

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

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

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

Ownership of Documents and Licenses.

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any

extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination.

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

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

Venue, Jurisdiction and Arbitration. Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matter in question between City and Vendor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made to be performed in Bexar County, Texas and is governed by the laws of the State of Texas. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

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

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

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

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

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

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

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

015 STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

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

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

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

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

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

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

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

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

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

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

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

016 RFCSP EXHIBITS

RFCSP EXHIBIT 1

BUSINESS USE CASE

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 2
CITY TECHNOLOGY STANDARDS
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 3
REIMBURSEMENT REPORTS
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 4

CITY TESTING POLICY

ATTACHED AS A SEPERATE DOCUMENT

017 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

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

☐ Partnership

☐ Corporation. If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other. If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. (These may be the same projects identified as References.) Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing the types of solutions requested by the RFCSP. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. List the 3 latest Accela integrations that the Respondent has completed in the last four years.
4. List all Accela integrations that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
5. Describe Respondent's specific experience with public sector clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
7. Proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., hours, duration) needed from City by role.
8. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
 - a. identify the number and professional qualifications (to include licenses, certifications, associations)
 - b. identify relevant experience on projects of similar size and scope
 - c. state the primary work assignment and the percentage of time to be devoted to the project.

In an appendix to the proposal, Respondent must provide professional resumes for all proposed project staff.

9. Additional Information. Provide any other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit responses to address the following items.

A. Executive Summary – Maximum five pages in length. The Respondent shall outline in narrative form its understanding and ability to provide the solution and perform the services as outlined in Section 4, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.

B. Proposed Solution.

1. The Respondent shall describe the proposed solution to provide an integrated and comprehensive Electronic Plan Review (EPR) Solution as specified in Section 4 and in the Requirements Matrix (Attachment E). Provide a narrative response to the following items:
 - a. Describe the process for completing an electronic review utilizing the proposed EPR solution. Respondent can provide diagrams, tables, etc. to describe the proposed solution.
 - b. Describe how the proposed solution will allow for simultaneous reviewer collaboration and markup of plans, sharing of revisions with customer, overlays and identification of changes between versions of plans, and managing workflows for the review process (see figure 2)
 - c. Describe the capabilities of the proposed EPR solution and how they meet the City's requirements.
2. The Respondent shall describe how the proposed solution will integrate with Accela. The Respondent shall describe their overall approach and strategy for integrating the proposed solution into the City of San Antonio's existing enterprise application environment and provide an architectural diagram of the proposed environment.
3. Provide a narrative response to the following items.
 - a. Describe the integration between Accela Civic Platform (back office) and the proposed EPR Solution. The description should include, but not be limited to, the integration of workflow details, workflow status and workflow assignments. What functionality is delivered without customization and what will require development as part of the project?
 - b. Describe the integration between Accela Citizen Access (online portal) and the proposed EPR Solution. Briefly describe customer experience as it pertains to EPR.
 - c. Describe any other integration points between the EPR solution and FileNet or other systems that will be used to integrate with Accela.
4. The Respondent shall specify how the proposed solution meets the City's requirements by completing Attachment E of the RFCSP. Additionally, the Respondent has the option to provide **additional** details/explanation for any of the requirements by listing the requirement number and the explanation in this section.
5. The Respondent should describe the pricing structure of their product without providing the actual cost in this section (i.e. is the EPR proposed solution based on a subscription, annual fee, cost per page, cost per user/license, etc.). Are there any future costs for maintenance or subscriptions? Do not provide cost (provide cost in price schedule only). In this section only provide licensing and support cost structure.

C. Project Approach, Methodology and Timeline. Provide a narrative response to the following items:

1. The Respondent is required to work with the existing project team (City and GCOM) utilizing a Hybrid Agile project methodology, as described in the RFCSP.
 - a. Please provide details to validate that the Respondent understands the requirements to work with both GCOM and the City to fully install and configure the proposed EPR solution to Accela, within a specified timeline.
 - b. What is the plan and approach for providing each of the services as requested in Section 4? For part of the implementation, the Respondent should identify the major tasks to be performed and who is responsible for the task (Respondent, City, GCOM, other).
 - c. Please provide a high-level work plan demonstrating the relationship between the work to be performed, the deliverables to be provided, and the phasing/timeline recommended in your approach.
 - d. At a minimum, the Respondent shall deliver Electronic Plan Review software and implementation services. List all the deliverables, by line item, associated with your proposal. Include any documentation that will be delivered with the proposed solution (i.e. Deliverable Expectation Document (DED), project management plan and technical plans, etc.)

D. Technical Requirements.

Respondent shall provide a solution that will provide the required functionality and will operate either (1) in-house under the current City of San Antonio's Information Technology Services Department (ITSD) infrastructure (preferred option), or as a (2) software-as-a-service (SaaS) solution operating within ITSD standards.

1. If Respondent is proposing more than one of these options, each of the possible solutions (in-house, or SaaS) Respondent shall submit a separate explanation for the environment being proposed.
2. Describe how the Proposed Solution aligns with the Conceptual Architecture provided in Figure 4 of this document, where it deviates and why, and how each major capability is implemented. The Respondent's approach, at a minimum, must take the following topics into consideration while providing the details:
 - a. Approach to document management and approach to integration with FileNet.
 - b. Describe the Proposed Architectural Solution that will enable and support the Respondent's solution.
 - c. The City will be responsible for procuring, installing, and configuring all required server/network hardware and base software (i.e., Operating System, Database Software, etc.) if hosted on ITSD infrastructure. Respondent shall provide detailed hardware and software (not included in Respondent's proposal) requirements and specifications. This may also include brand/model, size, quantity, version, and any other relevant product attributes as appropriate.
3. The City is currently utilizing Accela Version 9 and plans to upgrade to Accela Version 10 in the Fall of 2019. Respondent's solution must also remain compatible with the City's latest version of Accela and remain compatible with the City's version of Accela as we roll out new versions. Please describe the plan to ensure the proposed EPR solution remains compatible with future versions of Accela.

E. Staffing Requirements and Proposed Organizational Chart

1. Within the proposal, the Respondent shall provide a Project Organizational Chart, with proposed Respondent and subcontractor staff that will be assigned to this project. Specific artifacts to be included in the description of the Respondent's Project Organization are:
 - a. High-level narrative description of the project team organization
 - b. Organizational Chart including all roles of all members of the project team
 - c. Proposed governance structure between Respondent, GCOM and City team
 - d. Approach for interaction with GCOM and the City project team
 - e. Resource plan including:
 - ☐ Respondent resources
 - ☐ Roles and Responsibilities of each team member of Respondent
 - ☐ Percentage of time that each of the Respondent's proposed staff (whether key role or not) will be on-site or off-site and dedicated to the City Project

F. Response to Requirements. The City has developed Requirements Traceability Matrix provided in **Attachment E**. The Respondent must complete Attachment E and return with their RFCSP response.

- a. The Respondent shall use the following identifies to identify whether support for the requirement can be met through proposed standard software, customization, through Accela configuration or if the requirement cannot be met. The response options are defined in the following table:

Functional Response Definitions - Support

Support Responses	Functional Response Definition
SF Standard (Configurable) Functionality	The software provides the requested functionality without screen, code, or design changes. <u>The product can satisfy the specification "out-of-the-box"</u> without any modification to the standard baseline software offering. The software may require configuration using supplied configuration options or tools. The Respondent should only use "SF" if the baseline software as delivered in the current release fully meets the requirement "as-is" or through software configuration.
CMI Customization - Minor	<p>The desired feature or functionality is not available as part of the standard (base or third party system) functionality, but can be customized to satisfy the specified system requirement. Only use "CMI" if the functionality can be custom developed as a "bolt-on" to the software without requiring changes to the underlying software source code and is expected to require <u>less than 80 hours</u> to develop.</p> <p>A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement.</p> <p>Estimated costs and work effort associated with each custom development effort should be addressed in the price schedule as Minor Customization.</p>
CMA	The desired feature or functionality is not available as part of the

Support Responses	Functional Response Definition
Customization - Major	<p>standard (base or third party system) software functionality, but can be custom built to satisfy the specified system requirement. Only use “CMA” if <u>the functionality can be custom developed as a “bolt-on” to the software without requiring changes to the underlying software source code and is expected to <u>require more than 80 hours</u> to develop.</u></p> <p>A brief explanation is expected to support any proposed custom development; explanations should be provided in the “Comments” section for the requirement.</p> <p>Estimated costs and work effort associated with each custom development effort should be addressed in the price schedule as Major Customization.</p>
NR Provided in Next Release	<p>The next release of the software should provide the requested functionality without screen, code, or design changes. The Respondent should <u>only use “NR” if the very next release of the base or third party software should fully meet the requirement and the release should be standard functionality within 12 months.</u></p> <p>Only formal releases that have been published and are accessible on the Internet should be considered when addressing this requirement. A brief identifier/description of the referenced release should be included in the “Comments” section.</p>
AC Accela Configuration	<p>The desired feature or functionality is not available as part of the standard (base or third party) software functionality, but through leveraging or integration to Accela, the software can satisfy the specified requirement. <u>Only use “AC” if the Respondent has performed this configuration and can validate that it is feasible.</u></p> <p>A brief explanation is expected to support this selection; explanations should be provided in the “Comments” section for the requirement.</p>
DNM Does Not Meet Requirement	<p><u>The Respondent should use “DNM” if the desired feature or functionality is not available as part of the standard (base or third party) software functionality or through customization, or reporting tools. The requirement would most likely need to be met by a process workaround.</u></p>

G. Maintenance and Support

The Respondent shall include details regarding licensing structure (perpetual licenses, maintenance & support or subscription). **Note:** Please use the price schedule to provide pricing, do not include actual cost in this section. Provide responses to the following questions:

1. Explain the licensing cost structure, per user, subscription based, volume based, etc.

2. Take into consideration that the EPR software will be installed as early as July 2019; however, the system will not go live until December 2020. The Respondent should provide the difference (if any) in licensing commitment when the product is in development versus when the product is in production (again, without providing actual cost in this section).
3. The City will require ongoing configuration support. Based on the project timeline, GCOM will begin initial Accela & Electronic Plan Review development in July 2019. This phase of the project is estimated to go live around December 2020. Respondent shall support the initial installation, initial configuration and support any additional changes to the configuration through go live.
 - a. Respondent shall provide the proposed plan to support any additional changes needed to the configuration through go live (appx. December 2020). Details should include, but not be limited to, the following:
 - Respondent resources dedicated to the project after initial installation and configuration
 - Roles and Responsibilities of each team member
 - Percentage of time that each of the Respondent's proposed staff (whether key role or not) will be available on-site or off-site to support any changes to configuration.

H. Warranty and Post Implementation Support

1. The City requires that *production* technical support be available 24x7, 365 days a year. Please provide the proposed solution for supporting this requirement. Respondent shall provide structure for system administration support of the proposed solution which includes Tier 2 support and resolution of issues – as required - after initial troubleshooting by City IT staff.
2. Respondent shall provide a plan for Post-Implementation support, factoring that the City IT and DSD staff will take ownership of the proposed solution after the Respondent post-production support period.
3. Respondent shall provide warranty services for 90 days following live, productive use of the system. Respondent shall provide post production application operations, system administration, and maintenance support inclusive of product upgrades, incident and problem management, configuration defect resolution, and assistance prioritizing enhancement releases for City programs that are in production. Describe your post-implementation warranty.
4. Respondent will incorporate a transition and knowledge transfer program culminating with the transition of production support to City Technical Staff. Describe your transition plan and knowledge transfer plan. Include system administrative training that will be provided.
5. Respondent will incorporate a knowledge transfer plan to a designated amount of subject matter experts (end users) culminating with the transition of product functionality knowledge to City Functional Staff. Describe your knowledge transfer plan. Include subject matter expert training that will be provided.

RFCSP ATTACHMENT B

PRICE SCHEDULE

POSTED AS A SEPARATE EXCEL DOCUMENT TO THIS RFCSP.

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

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at
<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D
LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ____ No ____

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT E
REQUIREMENTS TRACEABILITY MATRIX
POSTED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Posted as a separate document, if applicable.

RFCSP ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT H

SIGNATURE PAGE

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

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

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

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

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

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

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

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

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

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
General Information Form RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
*Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
Requirements Traceability Matrix RFCSP Attachment E	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment F	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment H	
Proposal Checklist RFCSP Attachment I	
One (1) Original, ten (10) Copies, and one (1) CD and/or flash- drive (USB) of entire proposal in PDF format.	

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