ORDINANCE 2020-04-09-0246

APPROVING A CONTRACT WITH SPIDR TECH INC., FOR A PUBLIC SAFETY NOTIFICATION SYSTEM FOR THE SAN ANTONIO POLICE DEPARTMENT FOR A TOTAL COST OF $3,591,000.00 OVER A THREE-YEAR TERM WITH TWO, ONE-YEAR RENEWAL OPTIONS. THE INITIAL IMPLEMENTATION OF THE SYSTEM IN THE AMOUNT OF $730,200.00 WILL BE FUNDED FROM THE FY 2020 INFORMATION TECHNOLOGY SERVICES CAPITAL BUDGET AND SUBSEQUENT SUBSCRIPTION SERVICES (YEARS 2 TO 5) IN THE ANNUAL AMOUNT OF $715,200.00 IS SUBJECT TO THE APPROPRIATION OF FUNDS.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) for the delivery, implementation and integration of a public safety notification system for the San Antonio Police Department (SAPD); and

WHEREAS, the main objective of the public safety notification system for SAPD is to implement a configurable automated system that will allow citizens to receive text notifications that will provide updates to their calls for service and disposition of their cases; and

WHEREAS, one proposal response was received and evaluated; and

WHEREAS, staff recommends SPIDR Tech Inc., for award of this contract; and

WHEREAS, the contract term is for a period of three years beginning on the date approved by City Council with the option for the City to renew for two additional, one-year periods; and

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

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

SECTION 1. The proposal submitted by SPIDR Tech Inc., for the delivery, implementation and integration of a public safety notification system for the San Antonio Police Department for a total cost of $3,591,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Payment is authorized to be encumbered and made payable to SPIDR Tech Inc., in an amount not to exceed $730,200.00 for delivery, implementation, and integration of a public safety notification system. Payment is in support of the Public Safety Notification System Project, using

Fund 40099000, with WBS 09-00125-04 and General Ledger account 5201040. Funding is provided by Certificates of Obligation and is budgeted in the FY 2020 – FY 2025 CIP Budget.
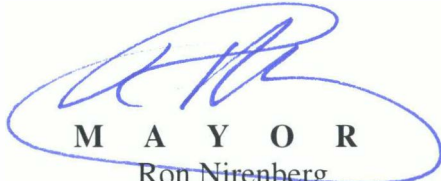
Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 3. Additional funding in the amount of $715,200.00 per year, for subsequent years 2 through 5, is contingent upon City Council approval of subsequent budgets within the term of this contract.

SECTION 4. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED AND APPROVED this 9th day of April, 2020.

M A Y O R
Ron Nirenberg

ATTEST:

Tina Flores, Acting City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

City of San Antonio

City Council

April 09, 2020

Item: 6

File Number: 20-2686

Enactment Number:
2020-04-09-0246

Ordinance approving a contract in the amount of $3,591,000.00 with Spidr Tech, Inc. for a public safety notification system for the San Antonio Police Department for five years. The initial implementation of the system in an amount of $730,200.00 will be funded from the FY 2020 Information Technology Services Capital Budget and subsequent subscription services in the annual amount of $715,200.00 to be funded as part of the annual budget process. [Maria Villagomez, Deputy City Manager; Troy Elliott, Deputy Chief Financial Officer]

Councilmember John Courage made a motion to adopt. Councilmember Manny Pelaez seconded the motion. The motion passed by the following vote:

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

Exhibit I

INTEGRATION AGREEMENT
FOR
PUBLIC SAFETY NOTIFICATION SYSTEM

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO. 6100011529

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation ("City") acting by and through its Director of Finance or said Director's designee, and **SPIDR Tech Inc.** ("SPIDR Tech" or "Vendor") acting by and through its Chief Executive Officer, both of which may be referred to herein collectively as the "Parties".

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

1.0 CONTRACT DOCUMENTS

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

a. This Integration Agreement;
b. City's RFCSP No. 6100011529, including all exhibits, attachments and addendums thereto (Exhibit A);
c. Vendor's Price Schedule in response to RFCSP No. 6100011529 (Exhibit B);
d. SPIDR Tech's Subscription and Service Level Agreement (SLA) Terms (Exhibit C);
e. Vendor's Proposal in response to RFCSP No. 6100011529 (Exhibit D); and
f. SPIDR Tech's Statement of Work (SOW) (Exhibit E).

2.0 TERM

2.1 Original Contract Term. After the effective date of the ordinance awarding the contract, this contract shall begin upon execution by all parties and shall terminate on the third anniversary thereafter.

2.2 Renewals. At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

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

2.4 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget

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periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

3.0 COMPENSATION

3.1 In consideration of Vendor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Vendor in accordance with **Exhibit B**, **Price Schedule**, as total compensation.

    3.1.1 <u>RMS and CAD Deployments and Integrations.</u> Any and all costs for RMS and CAD deployments or integrations, including travel and related expenses for up to two weeks of engineering resources to support the building of the interfaces and performance of quality assurance (Travel), are included in the prices set forth in Exhibit B, Price Schedule. If City replaces, upgrades, or updates RMS or CAD, SPIDR Tech will provide reintegration of a new RMS or CAD at no additional cost to the City throughout the term of this Agreement, including any renewals and extensions. Except for additional Travel expenses required by Vendor and approved in advance by City, Vendor shall not invoice and City shall not pay any fees, including travel and related expenses, for RMS and CAD deployments or integrations.

    3.1.2 <u>Tax Exemption.</u> The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. An exemption certificate will be signed by City where applicable upon request by Vendor after contract award

3.2 Vendor shall submit invoices to City upon completion of a milestone or annually, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director.

3.4 No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor have been provided for in this Article 3.0.

4.0 GENERAL WARRANTY

SPIDR Tech warrants the platform will remain available and operational for one full year following live, productive use of the system. All maintenance and updates are included in City's subscription fee for the SPIDR Tech platform.

5.0 DISCLOSURE REQUIREMENTS FOR CERTAIN GOVERNMENT CONTRACTS (S.B. 943)

5.1 Effective January 1, 2020, for contracts (1) with a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

5.2 Vendor warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance

thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

6.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

6.1   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.

6.2   This section only applies to a contract that:
(1) is between a governmental entity and a company with 10 or more full-time employees; and
(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

6.3   "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.

6.4   "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

7.0 ENTIRE AGREEMENT

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

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

City of San Antonio   **SPIDR Tech Inc.**

DocuSigned by:
Rahul Sidhu
8936EAB08DCD4E3

Name: _____   Name: Rahul Sidhu

Title: _____   Title: ___Chief Executive Officer_____

Date: _____   Date: __3/17/2020_____

Approved as to Form:

_____
Assistant City Attorney

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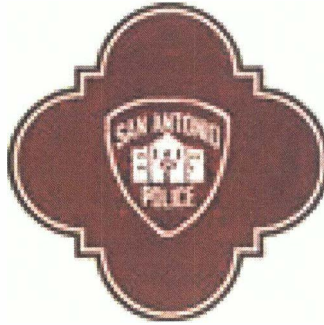
SAN ANTONIO POLICE DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL

("RFCSP")
for
Public Safety Notification System
(RFCSP 19-073, 6100011529)

Release Date: 6/26/2019
Proposals Due: 9/16/2019

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council ("blackout" period):

1   legal signatory of a high-profile contract;
2   any individual seeking a high-profile contract;
3   any owner or officer of an entity seeking a high-profile contract;
4   the spouse of any of the above individuals;
5   any attorney, lobbyist, or consultant retained to assist in seeking the contract.

Subcontractors are also subject to the prohibition against contributions. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "blackout" period.

*For this solicitation, the first-day contributions are prohibited is **Thursday July 11, 2019**.
The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, 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 proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

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

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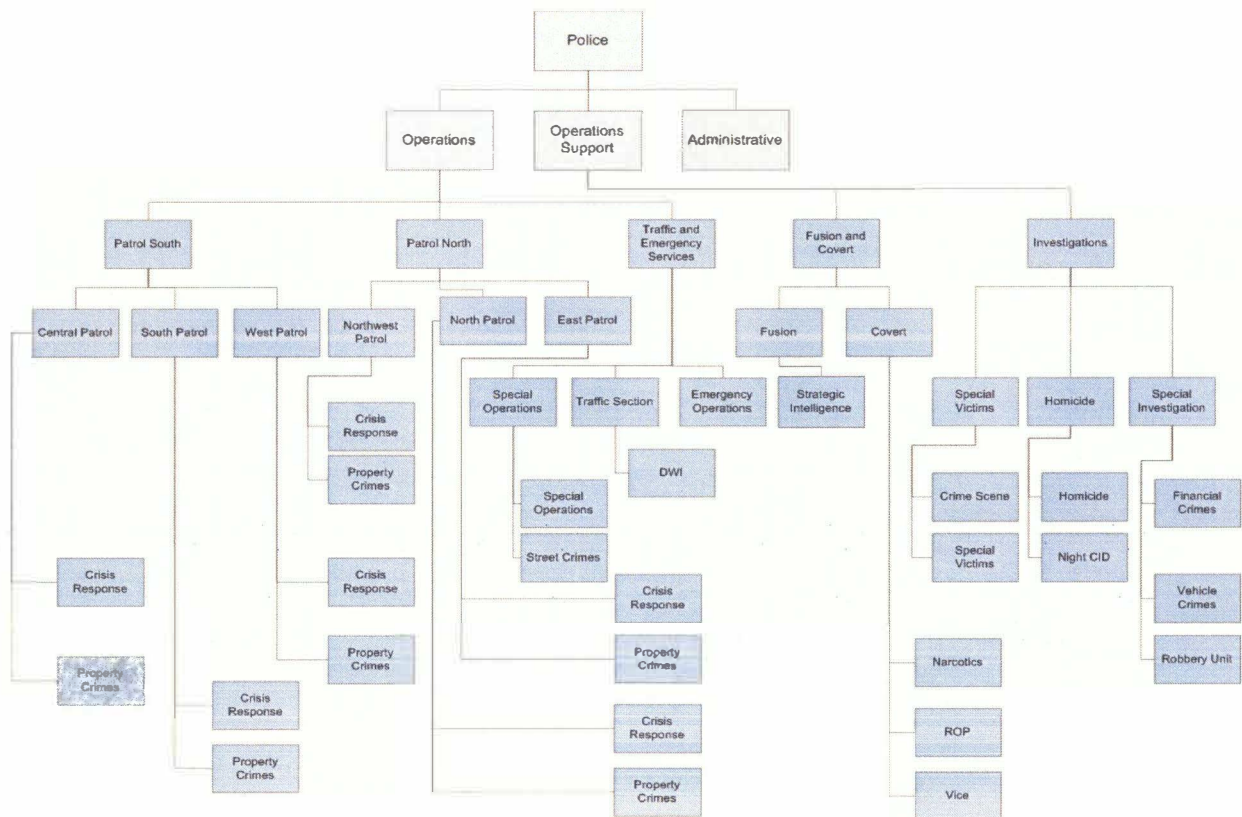
<div align="center">**003 BACKGROUND**</div>

OBJECTIVE

This Request for Competitive Sealed Proposals ("RFCSP") is issued by the City of San Antonio ("City") for the San Antonio Police Department ("SAPD"). The purpose of this request is to select a respondent that has a proven record of successfully delivering a configurable automated system which will allow citizens to receive email and/or text notifications from SAPD with updates to their calls for service and disposition of their cases. The respondent must be qualified to deliver a system, which integrates with the Computer Aided Dispatch (CAD) System, as well as the current and future Records Management System (RMS), in order to trigger updates to be sent to the citizens. The new public safety notification system will automate the process by which citizens receive updates to their calls for service or updates to their cases.

An automated notification system that contains a notification and a survey module is necessary for SAPD in order to create transparency and increase citizens' engagement. This will promote meaningful interaction between SAPD and the citizens of San Antonio. The new system should provide citizens estimated time arrivals (ETA) for when officers are dispatched or delayed. The system should also provide the ability to opt in to receive text or email notifications when the status of their police report or case has been updated. The proposed system will also have the capability to provide surveys regarding customer service to citizens who opt in to the survey module. All three components (ETA, notification and survey tools) will need to be customizable to include designated divisions, such as Property Crimes and Vehicle Crimes. The new system will reduce the number of calls requesting the officers' arrival time, report statuses, and case statuses as well as provide increased citizen involvement in their own incidents.

The City of San Antonio is the seventh-largest city in the United States with a population of 1,492,510. The San Antonio Police Department is the primary law enforcement agency serving the City of San Antonio, Texas and some surrounding areas that covers 465.4 square miles. SAPD is one of the largest municipal police departments in Texas. SAPD Operations consists of a downtown main headquarters, six substations around the city, a ground transportation unit, investigations division, fusion and covert division, traffic and emergency services division, arson, park police and airport police. Total calls for service handled in Fiscal Year 2018 were approximately 1,510,272, of which 62,779 were investigated cases and 262,192 were entered into the RMS. The authorized officer strength for SAPD consists of 2,447 officers that include officers, detectives, sergeants, lieutenants, captains, a deputy chief and assistant chiefs.

Police

Operations | Operations Support | Administrative

Operations
- Patrol South
  - Central Patrol
    - Crisis Response
    - Property Crimes
  - South Patrol
    - Crisis Response
    - Property Crimes
  - West Patrol
    - Crisis Response
    - Property Crimes
  - Northwest Patrol
    - Crisis Response
    - Property Crimes
- Patrol North
  - North Patrol
  - East Patrol
    - Special Operations
      - Special Operations
      - Street Crimes
    - Crisis Response
    - Property Crimes
    - Crisis Response
    - Property Crimes
- Traffic and Emergency Services
  - Traffic Section
    - DWI
  - Emergency Operations
- Fusion and Covert
  - Fusion
    - Strategic Intelligence
  - Covert
    - Narcotics
    - ROP
    - Vice
- Investigations
  - Special Victims
    - Crime Scene
    - Special Victims
  - Homicide
    - Homicide
    - Night CID
  - Special Investigation
    - Financial Crimes
    - Vehicle Crimes
    - Robbery Unit

004 SCOPE OF SERVICES

The successful respondent will provide an automated notification system for the San Antonio Police Department. The City will evaluate proposals capable of satisfying the technical, functional, and business requirements as described in this request. The proposed solution must account for all software, professional services, change management, testing and training required to implement and support the solution.

Requirements Traceability Matrix (RTM)

The detailed requirements are provided for vendor responses on the **SAPD Public Safety Notification System-RTM**. It is important for responding vendors to indicate in the requirements traceability matrix whether or not the requirement being requested can be met by the out of the box system solution or if the requirement requires customization. A response is necessary for all requirements, whether mandatory or desired.

Integrations

The proposed solution must produce timely and standardized email and / or text notifications based on integrations with the current Computer Aided Dispatch (CAD) System as well as the current and future Records Management System (RMS).

SAPD requires an automated notification system which will send an initial message to the citizen of an estimated time of arrival (ETA) for an officer who has been dispatched to respond to an incident. The automated notification system will also have the ability to send an updated message, alerting the citizen of any delay to the ETA. SAPD also requires the system provide case status updates, via email and / or text notifications, to citizens based on updates entered in RMS. This will allow updates to be sent through an automated process, thus relaying the updates to citizens from SAPD much faster without relying on either a citizen to reach out to the assigned detective or the detective to reach out to the citizen, as time allows.

Required Public Safety Notification Interfaces

The proposed solution must interface with CentralSquare (formerly Tri-Tech) CAD, Hexagon Inpursuit RMS and the new RMS Solution that SAPD will be implementing. SAPD currently has interfaces to external agencies including TCIC/NCIC. Officers access this information using Central Square Inform Mobile from either their laptop computers or from their desktop computers. The Calls for Services from CAD are recorded in the current Hexagon InPursuit RMS and associated with incident reports.

It is only required that the notification system integrate with CAD and RMS. The list below is strictly for informational purposes. It is expected the automated notification system will not interfere with any of the currently used web services, including but not limited to the ones listed below.

SAPD-Information and Criminal Search Systems	
Hexagon Records Management System	Police Records Management System
Bexar County Criminal Justice System	Warrants and criminal records checks
Central Square-Tech Computer Aided Dispatch System (CAD)	Police call for service and dispatch
Column Case Management System (CCMS)	Investigative case management system
Geographical Information System GIS- ESRI	Used for address validation by officers
FileOnQ	SAPD Property and Evidence system
Crime Analysis Entry System (CAES)	Centralized database for crime analysis data
Central Square Inform Mobile on the desktop	Third Party Link used by officers to access TCIC

	and NCIC criminal conviction history from the desktop
Central Square Inform Mobile Light	Third Party Link used by officers to access TCIC and NCIC criminal conviction history from the mobile
Texas Department of Criminal Justice	Monthly download of state data searched by detectives
Tyler Incode- Municipal Court	Detective search for warrant and ticket information by vehicle or person
TxDOT CRASH Entry System	State accident reporting system
VeriPic	System used to access Bexar County arrest photos by officers/detectives
Sex Offender Database (SOD)	Detectives search for a hit for person, vehicle or site
COBAN	In Car Video
SARIC	San Antonio Regional Intelligence Center gang curfew and other information
Parole	Detectives search Texas Department of Criminal Justice for parole information
Brazos e-Citation system	Ticket system
Officer Safety Link (OSL)	Searches for people and returns information on dangerous ones
Gang	Texas Department of Public Safety system
Probation	Officers search for person and site information in the Bexar County Adult Probation system
Warrant	Bexar County and Municipal Court systems
Tow Exchange	Officers search for vehicle information
Exchange Server	Communication system
Active Directory	Authentication same as COSA Domain
SAP HR	Imports Personnel Records
ARIES	Store oversized property and search vehicles at impound
Convicted Offender Registration	State System
The National Traffic Safety Administration (NHTSA)	Store oversized property
LexisNexis DORS	Online Citizen portal to submit reports
Jail Phone system	Manages call log of all inmates at county jail
Axon Body Camera	Police Camera Footage
FAMS Alarm Management	Alarm Management
PIPS / BOSS / 3M	License Plate Readers (LPR)
Genetec	Building Camera Monitoring
Bexar County Protective Order	Documents for protective order
RAIDSONLINE	Public facing crime mapping

System Security

The City follows the NIST Cybersecurity Framework. The respondent should describe the proposed system security approach. The successful respondent will be required to implement all applicable security controls to support System Security Plan for this project and meet CJIS Security Policy compliance.
Vendor is required to comply with the City of San Antonio Network Non-City Employee Provisioning Guide to access the City's network and systems that may be required in execution of the contract.
City of San Antonio Administrative Directives:

- 7.3a Data Security
  https://www.sanantonio.gov/Portals/0/Files/EmployeeInformation/ADs/AD7-3A.pdf
- 7.4a Acceptable Use of Technology
  https://www.sanantonio.gov/Portals/0/Files/EmployeeInformation/ADs/AD7-4A.pdf
- 7.8d Access Control apply

COSA Technology Standards

The City of San Antonio Information Technology Services Department (ITSD) Technology Standards are included as Exhibit 5 – COSA Technology Standards 2019. The successful respondent will propose a solution that is compliant to those standards.

Statement of Work (SOW)

The City requires a standard project management process. A copy of the City's SOW standards will be provided upon award of the contract to the vendor to serve as a guideline for creating the SOW with the project team and upper management.

Project Management-Testing and Quality Assurance

The City of San Antonio requires comprehensive testing rigor at appropriate milestones during system delivery. This includes unit testing, integration testing, system testing and user acceptance testing. The vendor must include their testing strategy that will be followed for the proposed system.
The successful respondent will be required to follow a rigorous SDLC for system deployment which will include planning, design, development, implementation, system testing, user acceptance testing and deployment. Required deliverables will include functional requirements specification, system design specification, and system and user acceptance test plans and test scripts. System testing completion and certification is required in order to enter user acceptance testing. A training plan, change management plan and data migration is also required.

Accessibility

The City of San Antonio uses the Web Content Accessibility Guidelines (WCAG 2.0 AA) 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.

Documentation and Knowledge Transfer

The City requires knowledge transfer sessions during the implementation phase to provide assigned City system administrators the ability to support the system upon completion of the selected vendor engagement. All documentation will be provided to the City, as required deliverables.

Training

The City of San Antonio prefers that the vendor develop and provide custom training specific to end users (officers, system administrators, supervisors, detectives, managers and technical support). The training should cover the use of the systems and how the systems support SAPD business processes. The City requests a response for best practices training and approach for the scope of this project request.

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 and should be addressed as part of this request.

Service Level Agreement (SLA)

The respondent must provide an SLA narrative that outlines the overall approach and process for issue resolution as part of this request. Day two support should be well defined for ITSD and SAPD as part of the SLA documentation.

CURRENT STATE

Current State Business Systems:

The current method by which the San Antonio Police Department (SAPD) notifies citizens of updates to their cases is by either calling the citizens or providing an update when citizens walk into a substation. Currently, a citizen makes the initial call to request SAPD to their location of an incident. The call is received by a call taker at 911 or at a non-emergency number. The call taker determines what emergency department needs to be contacted. When it is decided that SAPD is needed, they will contact the Dispatcher and inform the citizen that an officer is being dispatched. The Dispatcher will send out an available and nearby unit to the incident location. If there is a delay by the officer, there is currently not a form by which to notify the citizen of the delay. Depending on the urgency of the offense, the citizen may call to find out the estimated time of arrival of the police officer. Once an officer responds to the incident, if they determine a police report is necessary, they will create a police report in the Field Base Reporting (FBR) system. If it is deemed that a police report is not necessary, CAD will still produce a Call for Service number, but a report will not be created in FBR. Prior to leaving the incident, the officer will hand the citizen a form which will include the type of offense, case number and assigned officer, along with contact information for the respective follow up unit (i.e. property crimes, vehicle crimes). The Field Base Reporting system will send the report information to the Record Management System (RMS) after a supervisor and Records Section review. When a new discovery is made to the case, the information is updated to the RMS system. The current disposition codes which are entered, based on the update are as follows:

1. Open
2. Pending Further Information
3. Cleared by Arrest
4. Administrative Close
5. Other
6. Unfounded

The assigned detective will then follow up with the citizen regarding the update. Until a detective contacts the citizen, the citizen can request an update to their case by either calling the corresponding follow up unit, assigned detective or by walking into a police station to make the request in person. Neither of these methods, currently, promotes a quick response time, increases communication nor provides transparency.

Another goal of SAPD is to obtain feedback from the community via text or email surveys. Currently, there is not a systematic method to obtain quantitative feedback or reporting to discover areas for improvement. The survey module that is being requested through the automated notification system will allow attainability of this goal.

CURRENT STATE BUSINESS SYSTEMS

Type of Offense: _____ Case Number: _____ Officer: _____ __

Every incident that occurs to a member of our community is important to the San Antonio Police Department. Our goal is to provide the highest degree of customer service in a caring and compassionate manner. Unfortunately, not every case is assigned for further investigation and generally only assigned when additional investigative information is available for follow up investigators. In the event you have further information to provide, need additional information, or wish to speak to a detective about pursuing criminal charges on your case, please contact the indicated follow-up unit below.

Property Crimes Units

☐ Central 210.207.7990   ☐ West 210.207.8299   ☐ South 210.207.7184
☐ East 210.207.8854   ☐ North 210.207.7601   ☐ Prue 210.207.8326

Forgery   Robbery
210.207.7451   210.207.0300
White Collar Crimes   Special Victims
210.207.4481   210.207.2313
Auto Theft   Traffic Investigations
210.207.7345   210.207.7385
Homicide   Youth Services/Missing Persons
210.207.7635   210.207.7660

For a copy of your report: http://www.sanantonio.gov/SAPD/Police-Reports-Open-Records

San Antonio Police Department
Guiding Principles
Integrity – Respect – Compassion – Fairness

For additional information: https://www.sanantonio.gov/sapd

SAPD Form CIC-01 Eng

Tipo de ofensa:_____Numero de caso:_____Oficial: _____ __

Cada incidente que le ocurre a un miembro de nuestra comunidad es importante para el Departamento de Policía de San Antonio. Nuestra meta es proporcionar el más alto nivel de servicio a la comunidad en una manera profesional. Desafortunadamente, no todos los casos son asignados para una investigación extensa. Generalmente los casos que se investigan son porque tenemos más información que es disponible para los detectives. En el evento que usted tenga información adicional para proporcionar, necesita información adicional, o desea hablar con un detective sobre seguir cargos delictivos en su caso, por favor póngase en contacto con la unidad de investigación indicada abajo:

Unidades de delitos contra la Propiedad:

☐Central - 210.207.7990   ☐Oeste - 210.207.8299   ☐Sur - 210.207.7184
☐Este - 210.207.8854   ☐Norte - 210.207.7601   ☐Noroeste - 210.207.8326

Falsificación   Robo
210-207-7451   210-207-0300
Delitos de cuello blanco   Víctimas especiales
210-207-4481   210-207-2313
Robo de automóvil   Investigaciones de tráfico
210-207-7345   210-207-7385
Homicidio   Servicios para la juventud/Personas Pérdidas
210-207-76325   210-207-7660

Para una copia de su reporte: http://www.sanantonio.gov/SAPD/Police-Reports-Open-Records

Departamento de Policía de San Antonio
Principios rectores
Integridad – Respeto – Compasión - Equidad
Para obtener información adicional https //www.sanantonio.gov/sapd
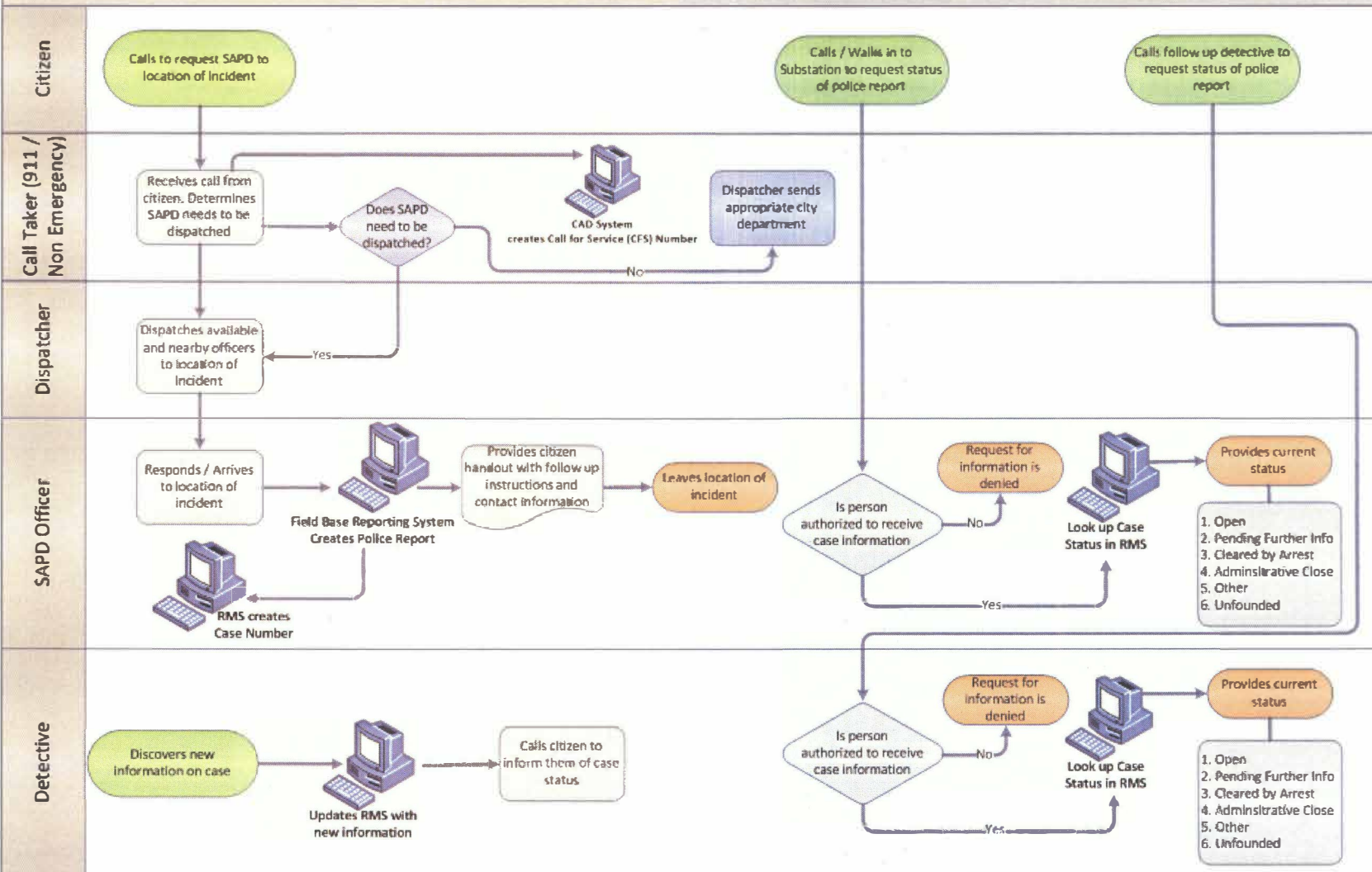
SAPD Form CIC-02 Spa

Public Safety Notification System
As-Is Workflow

Author: Kathy Esquivel
Version: 1.1
Date: 6-11-2019

Phase: Initiate

Citizen

Calls to request SAPD to location of incident

Calls / Walks in to Substation to request status of police report

Calls follow up detective to request status of police report

Call Taker (911 / Non Emergency)

Receives call from citizen. Determines SAPD needs to be dispatched

Does SAPD need to be dispatched?

CAD System creates Call for Service (CFS) Number

Dispatcher sends appropriate city department

No

Dispatcher

Dispatches available and nearby officers to location of incident

Yes

SAPD Officer

Responds / Arrives to location of incident

Field Base Reporting System Creates Police Report

Provides citizen handout with follow up instructions and contact information

Leaves location of incident

RMS creates Case Number

Is person authorized to receive case information

No

Request for information is denied

Look up Case Status in RMS

Provides current status

1. Open
2. Pending Further Info
3. Cleared by Arrest
4. Administrative Close
5. Other
6. Unfounded

Yes

Detective

Discovers new information on case

Updates RMS with new information

Calls citizen to inform them of case status

Is person authorized to receive case information

No

Request for information is denied

Look up Case Status in RMS

Provides current status

1. Open
2. Pending Further Info
3. Cleared by Arrest
4. Administrative Close
5. Other
6. Unfounded

Yes

10

FUTURE STATE

Future State Business Systems: The desired state is to move towards an automated notification system, with the ability to notify citizens of delays in dispatch, status changes in their case and to provide specific surveys to those who choose to opt in.
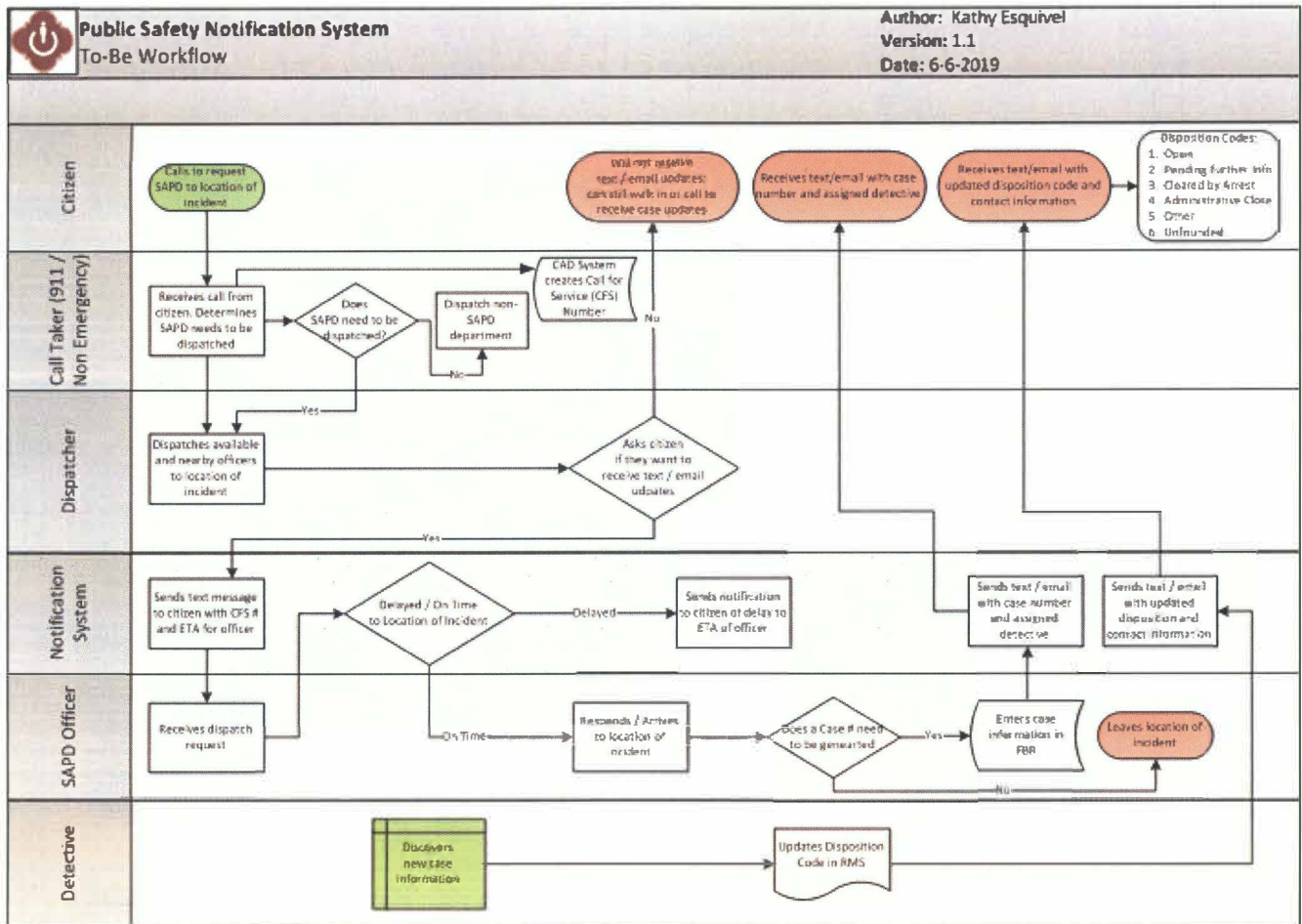
The notification system will allow citizens to register to opt in to the service. The service the citizens opt in to use will provide them with updates regarding their police report. Due to the sensitivity of some SAPD divisions, SAP divisions which address crimes against persons will be out of scope. It is anticipated this system will be used for police reports for the property crimes, robbery unit and vehicle crimes divisions, initially. SAPD will need the ability to add or remove divisions, as deemed necessary, once the system is in place. When a citizen makes a call requesting a police officer, if they agree to receive updates, they will receive an estimated time of arrival via text message from the dispatcher. If there is a delay in the officer arriving to the incident location, the system will have the ability to send an updated message, alerting the citizen of the new estimated time of arrival (ETA). Once the officer arrives at the incident location and deems it necessary to create a police report, a report will be created in the Field Base Reporting (FBR) system. CAD will produce an SAPD case number. The case information will transfer to the Report Management System (RMS), from which updates to the case are made, as further information is discovered. The police officer will then hand the citizen a form, which is currently used, that lists out the type of offense, case number and officer contact information. In addition to the form, the officer will also communicate to the citizen, if appropriate for the offense, they will be receiving text and / or email alerts as updates are made to the case, along with contact information of the assigned detective or follow up unit. Updates made in RMS will consist of the following 5 types of disposition codes:
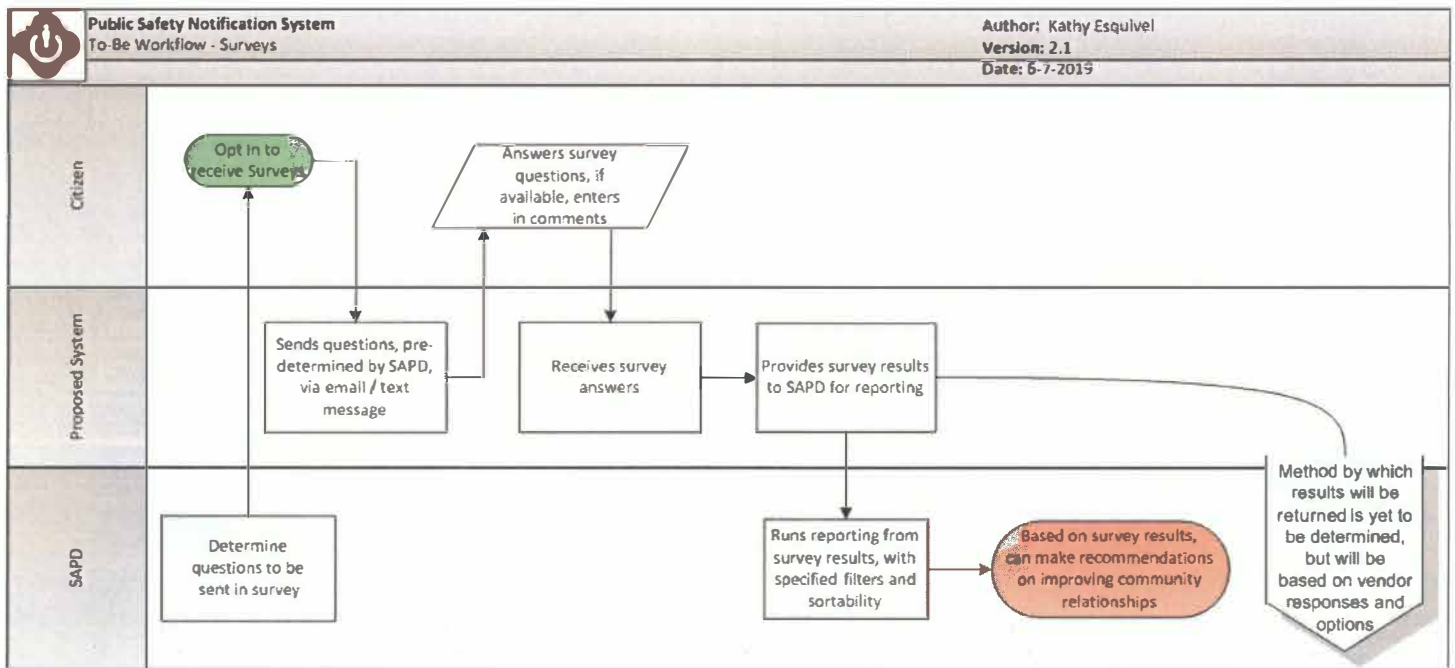
1. Open
2. Pending Further Information
3. Cleared by Arrest
4. Administrative Close
5. Other
6. Unfounded

When updates are made in RMS to the case, the notification system will receive a trigger to send an email and/or text message to the specified contact. The message will consist of the SAPD case number, the offense, the status update, as well as the contact information for the assigned unit and detective. The use of the automated notification tool will enhance the communication and provide transparency between the SAPD and their citizens. The system will not replace the current method of either citizens contacting the SAPD or the SAPD contacting citizens when new information is discovered.

SAPD will also want the notification system to provide the ability to send out surveys to specified areas, with specific questions. SAPD will create survey questions specific for each district and ask short, concise questions regarding customer service. The questions will be regarding the customer service received from the Call Taker, Dispatcher, responding Officer, follow-up Detective, Chief of Police and Overall Police Department. SAPD will be able to query the survey results by Service Area, Sections, Districts, Officers and Units. The information collected from the surveys will be provided to SAPD in a manner conducive to reporting and in a format which is easy to understand. This will allow SAPD to understand how each specific community relates and interacts with SAPD. This will also allow for meaningful feedback, which SAPD can use to improve community relationships.

FUTURE STATE BUSINESS SYSTEMS

Citizen

- Calls to request SAPD to location of incident
- Will not receive text / email updates; can still walk in or call to receive case updates
- Receives text/email with case number and assigned detective
- Receives text/email with updated disposition code and contact information

Disposition Codes:
1. Open
2. Pending further info
3. Cleared by Arrest
4. Administrative Close
5. Other
6. Unfounded

Call Taker (911 / Non Emergency)

- Receives call from citizen. Determines SAPD needs to be dispatched
- Does SAPD need to be dispatched?
- Dispatch non-SAPD department
- CAD System creates Call for Service (CFS) Number
- No

Dispatcher

- Dispatches available and nearby officers to location of incident
- Yes
- Asks citizen if they want to receive text / email updates

Notification System

- Sends text message to citizen with CFS # and ETA for officer
- Delayed / On Time to Location of incident
- Delayed
- Sends notification to citizen of delay to ETA of officer
- Sends text / email with case number and assigned detective
- Sends text / email with updated disposition and contact information

SAPD Officer

- Receives dispatch request
- On Time
- Responds / Arrives to location of incident
- Does a Case # need to be generated?
- Yes
- Enters case information in RMS
- Leaves location of incident
- No

Detective

- Discovers new case information
- Updates Disposition Code in RMS

Public Safety Notification System	Author: Kathy Esquivel
To-Be Workflow - Surveys	Version: 2.1
	Date: 6-7-2019

Citizen

Opt In to receive Surveys

Answers survey questions, if available, enters in comments

Proposed System

Sends questions, pre-determined by SAPD, via email / text message

Receives survey answers

Provides survey results to SAPD for reporting

Method by which results will be returned is yet to be determined, but will be based on vendor responses and options

SAPD

Determine questions to be sent in survey

Runs reporting from survey results, with specified filters and sortability

Based on survey results, can make recommendations on improving community relationships

FUTURE STATE - CONTEXT DIAGRAM

Context Diagram: CAD will create a Call for Service Number and an SAPD Case Number, both of which will be entered in FBR and fed into RMS. CAD will pass dispatch ETA information to the Public Safety Notification System. As cases are updated in RMS, the updates will trigger the Public Notification System to send an update to citizens who have opted to receive updates. The Public Safety Notification System will send updates based on the chosen form of communication, email or text message. The Public Safety Notification System will also send survey questions, via the preferred form of communication. Once the survey questions are answered, the results will be fed back to the Public Safety Notification System, from which SAPD and ITSD will be able to run queries and generate reports.

Public Safety Notification System	Author: Kathy Esquivel
Context Diagram	Version: 1.1
	Date: 6-6-2019
Phase: Initiate	
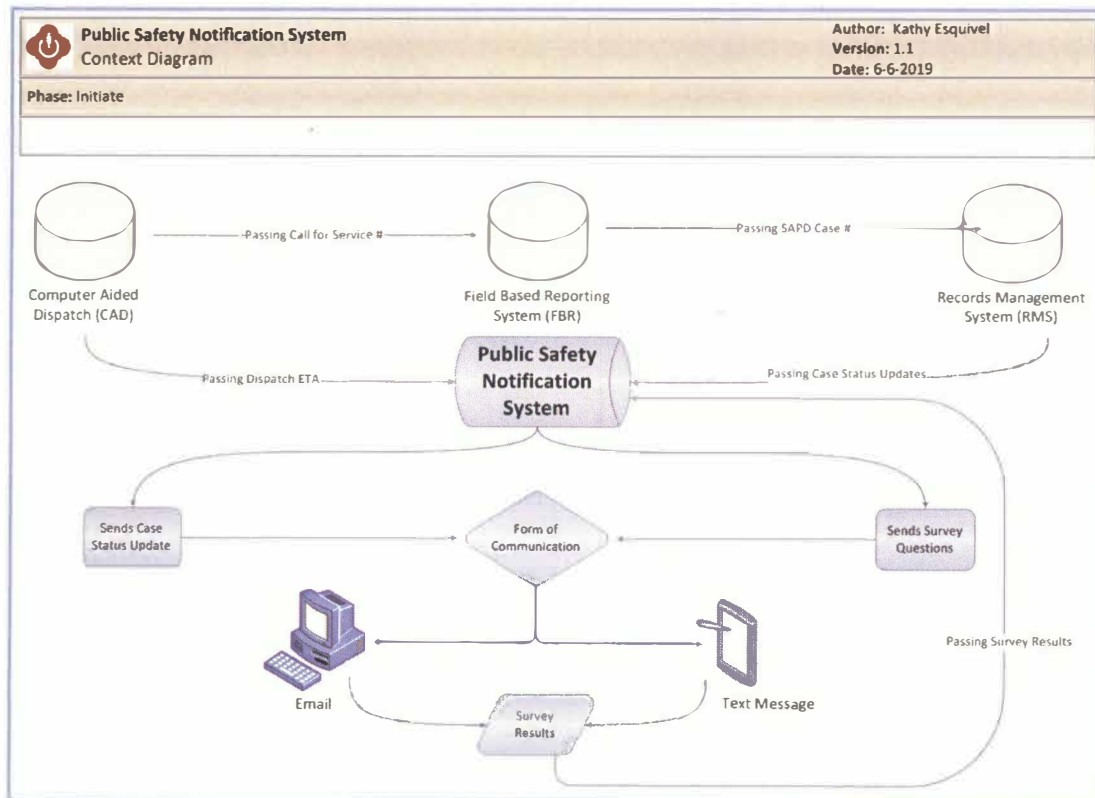
Testing Verbiage Version 1.0

Respondent shall describe their testing strategy by stating various types of testing that will be performed to test and validate the functionality of the implemented solution against the requirements, including their defect tracking process, in the proposal response.

The respondent is responsible for the test planning, test case development, test environment setup, test data, test automation (if required), test execution and support, defect management, test metrics, and test closure. At a minimum, the respondent is responsible for unit testing, integration testing and end to end system testing. The respondent will support user acceptance testing and any other applicable tests such as data conversion, performance and regression. All tests and testing criteria are subject to City of San Antonio's Business Department and Information Technology Services Department (ITSD) approval.

City of San Antonio (COSA) creates and conducts User Acceptance Testing (UAT) in coordination with vendors' technical support staff and end users. The vendor should provide any test scripts used for UAT, for COSA and ITSD to review and customize. Respondents should state in their response if a different UAT approach should be considered based on the product solution being proposed.
System testing completion and certification is a prerequisite for entering user acceptance testing.

The following are the minimum required deliverables for the implemented solution:

☐ System test plan
    o System test scripts/cases
    o System test summary report and completion certification

☐ User acceptance test plan
    o User acceptance test scripts/cases
    o User acceptance test summary report and completion certification

☐ Defect and resolution logs

Deliverable	Description/Content – Deliverable Expectation
Test Plan	Should contain the following content with appropriate level of detail : • Test Plan Name • Purpose/Objective • Scope/Test Items • Risks and Assumptions • Features to be tested • Features excluded from testing • Testing Approach • Roles and Responsibilities • Resource Requirements • Test Pass and Fail Criteria • Entry and Exit Criteria • Resumption/Suspension Criteria • Defect Priority and Severity Definitions • Test Results and Deliverables • Test Environment and Data • Training, Staffing and Tools • Testing Schedule • Planning for Risks and Contingency Plans • Approvals

	System Test Plan – Will cover the scope for System testing UAT Test plan – Will cover the scope for UAT Testing.
Test Scripts/Cases (System Test Scripts UAT Test Scripts)	Should contain the following content with appropriate level of detail: • Test Case ID or Name • Test Case Summary • Test Case Prerequisites • Test procedure/step by step procedure to execute the test • Test Data • Expected Result • Actual Result • Test Status • Created by/author of the test case • Date of creation/test case creation date • Executed by/person who executed the test • Test environment • Traceability of requirements to test cases • Remarks
Test report and completion certification	Should contain the following content with appropriate level of detail: • Brief description of the testing process employed • Summarize testing activities • Test functions performed and test coverage • Test cases summary results • Test defects and resolution summary results • Summarize the overall test results System test completion certificate: The readiness certification will be the Respondent's statement that a system end to end testing is complete and has passed all internal testing and is now ready for User Acceptance Testing. A walkthrough or demo of the core business processes in COSA test environment. User acceptance completion certificate: This readiness certification will be the Respondent's statement that the system has passed testing and validation of the functionality of the implemented solution against the requirements and all User Acceptance Testing is completed successfully.
Defect and Resolution Log	Defect and Resolution Log at a minimum should contain the following content with appropriate level of details: • Recording • Analyzing • Tracking • Resolution • Closing of the defects

005 SCHEDULE OF EVENTS

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

RFCSP Release	Wednesday, 6/26/2019
Pre-Submittal Conference	Monday, 7/8/2019 at 10:00 AM. Central Time
Final Questions Accepted	Friday, 7/26/2019 at 2:00 PM. Central Time
Proposal Due	Monday, 9/16/2019 at 2:00 PM. Central Time

006 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Riverview Towers, 111 Soledad Street, 11th Floor, Hill Country Conference Room, San Antonio, TX 78205 at **10:00 A.M, Central Time, on July 8, 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. The Riverview Towers, 111 Soledad Street, 11th Floor, Hill Country Conference Room, San Antonio, TX 78205 is wheelchair accessible. 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: 855-850-2672

Access Code: 999 666 175

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. 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 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, "Public Safety Notification System", RFCSP 19-073, RFCSP 6100011529, 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.

PROPOSAL PLAN AND SOLUTION. 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.

*SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN. Complete, sign and submit the Subcontractor/Supplier Utilization Plan Form found in this RFCSP as 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, Chapter 46 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. 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 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.

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

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

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

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 (40 points)

Proposed Solution (35 points)

Pricing (15 points)

SBE Prime Contract Program – 5 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten **5** evaluation criteria points, **and**

M/WBE Prime Contract Program – 5 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten **5** evaluation criteria points.

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

008 SUBMISSION OF PROPOSALS

Proposals may be submitted electronically though 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 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 Respondent's name and address, "Public Safety Notification System RFCSP 19-073, 6100011529" 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 September 16, 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 19-073, 6100011529, Public Safety Notification System
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 19-073, 6100011529, Public Safety Notification System
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. If Vendor is submitting an electronic proposal, 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 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 Respondents 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). 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:
City of San Antonio Technical Standards

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

Travel and Related Expenses.

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

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

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

The City has provided forms as examples to be used for reporting expenses for reimbursement in Exhibit 7. 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 7 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 7.

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 acknowledges 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 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 July 26, 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. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

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

<u>Prohibited Financial Interest.</u>

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.

<u>State of Texas Conflict of Interest Questionnaire (Form CIQ).</u> Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

<u>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.</u> *See* <u>Section 176.006(a-1), Texas Local Government Code.</u>

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

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

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:

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

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 78204-3114.

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 October 31, 2022.

Renewals. At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.

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

Temporary Contract Pending Award of Contract by City Council.

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

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

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

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

Insurance.

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

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

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

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
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 $1,000,000 per occurrence; $2,000,000 general aggregate $2,000,000 Products & Completed Operations, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence.
5. Professional Liability –[Technology Errors and Omissions] (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 and Solution
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 – Subcontractor/Supplier Utilization Plan
Attachment H – Certificate of Interested Parties
Attachment I – Signature Page
Attachment J – 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 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 proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

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.

This section only applies to a contract that:
  (1) is between a governmental entity and a company with 10 or more full-time employees; and
  (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

"Company" means a for-profit, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned

subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach

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

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

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

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

015 STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

016 RFCSP EXHIBITS

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELEOPMENT ADVOCACY (SBEDA) PROGRAM

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 2

ACCEPTABLE USE OF INFORMATION TECHNOLOGY (A.D. 7.4A)

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 3

ACCESS CONTROL (A.D. 7.8D)

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 4

COSA DATA SECURITY (A.D. 7.3A)

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 5

COSA TECHNOLOGY STANDARDS

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 6

NON-CITY EMPLOYEE PROVISIONING GUIDE

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 7

REIMBURSEMENT REPORTS

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 8

COSA TESTING POLICY

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 9

COSA TESTING STRATEGY

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 registered with the Texas Secretary of State?

Yes ___   No ___   If "Yes", provide your registered filing number associated with your registration. The filing number is the unique 10-digit number assigned by the Secretary of State (SOS) to each business organization, name registration, or name reservation filed with the SOS.

_____

_____

5. Where is the Respondent's corporate headquarters located (City, State, and Physical Address)?

_____

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. In addition to the references provided, Respondent must provide a full and complete list of all law enforcement agencies that the Respondent has entered into an agreement to provide a similar public safety notification solution in the last three (3) years. The list must include engagements that are current, complete, expired or terminated for any reason. The Respondent must include the client name and contact information.

3. 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.

4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe which components will be subcontracted and how communication will occur between all parties.

5. List all Public Safety Notification projects that have been completed in Texas in the last three (3) years.

6. List the 3 latest Public Safety Notification integrations that the Respondent has completed in the last four years.

7. List the 3 latest agencies and contact information for each agency that has integrations with Central Square (TriTech) CAD and Hexagon FBR/RMS.

8. List all Public Safety Notification integrations that the 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 agency's project manager.

9. Describe Respondent's specific experience with public 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.

10. 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.

11. Proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., team size, hours, duration) needed from City by role.

12. 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.

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

14. Provide the resume for the person you are proposing to manage this project, and for the primary technical consultant/analyst. The resumes should include relevant project experience, length of time he/she has been employed by your company, and education.

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 Public Safety Notification Solution as specified in the Requirements Matrix. Provide a narrative response to the following items:

   a. Describe how the proposed solution will allow the officer to interact with citizens and provide an estimated dispatch time.

   b. Describe the capabilities of the proposed Public Safety Notification solution and how they meet the City's requirements.

2. The Respondent shall describe how the proposed Public Safety Notification solution will integrate with Central Square (TriTech). 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 Central Square (TriTech) CAD, FBR/RMS, and the proposed Public Safety Notification 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 any other integration points between the Public Safety Notification solution and/or other systems that will be used to integrate with the Public Safety Notification system.

4. The Respondent shall specify how the proposed solution meets the City's requirements by completing 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 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.

6. Provide a product roadmap for the proposed solution that includes planned future functionality and associated timeframes.

7. Describe your system administration module and functions.

8. Describe your system architecture and what high-availability considerations you recommend.

9. Describe your plan to integrate with the current and a future RMS.

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

1. Explain your project management approach for this engagement. Include as much detail as possible and reference any relevant frameworks employed.

2. Explain your Software Development Lifecycle (SDLC) approach for implementing the proposed solution. Include a detailed explanation of how this approach will be employed to develop, maintain, and enhance the proposed system.

3. Please provide details to validate that the Respondent understands the requirements to interface with both CentralSquare (Tritech) CAD and FBR/RMS within a specified timeline.

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, other).

5. Please provide a high-level work plan demonstrating the relationship between the works to be performed, the deliverables to be provided, and the phasing/timeline recommended in your approach.

6. At a minimum, the Respondent shall deliver a Public Safety Notification System 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 Public Safety Notification solution that will be hosted in a cloud environment. Respondent must provide the architectural diagram and provide details on the cloud strategy.

1. The City is currently utilizing CentralSquare (TriTech) CAD version 5.6.19.27 and plans to upgrade to 5.8 in the summer/fall of 2019. Respondent's solution must also remain compatible with the City's latest version of CAD as we roll out new versions. Please describe the plan to ensure the proposed Public Safety Notification solution remains compatible with future versions of CAD.

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 and City team
   d. Approach for interaction with 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

❑ City Resources

❑ Roles and Responsibilities of each team member of the City

F. Response to Requirements. The City has developed Requirements Traceability Matrix (RTM) provided. The Respondent must complete RTM and return with their RFCSP response.

    a. The Respondent shall use the following to identify whether support for the requirement can be met through proposed standard software, customization, through Public Safety Notification System 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. The product can satisfy the specification "out-of-the-box" 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**	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 less than 80 hours to develop. A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement. Estimated costs and work effort associated with each custom development effort should be addressed in the price schedule as Minor Customization.
CMA **Customization - Major**	The desired feature or functionality is not available as part of the standard (base or third party system) software functionality, but can be custom built to satisfy the specified system requirement. Only use "CMA" 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 more than 80 hours to develop. A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement. Estimated costs and work effort associated with each custom development effort should be addressed in the price schedule as Major Customization.

Support Responses	Functional Response Definition
NR **Provided in Next Release**	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>. 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.
AC **Public Safety Notification Configuration**	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 Public Safety Notification, 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>. A brief explanation is expected to support this selection; explanations should be provided in the "Comments" section for the requirement.
DNM **Does Not Meet Requirement**	<u>The Respondent should use "DNM"</u> 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.

    b. Provide a narrative response that describes how your solution meets the requirements listed in the Requirements Traceability Matrix and ultimately meets the needs of the City of San Antonio.

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. The City will require ongoing configuration support. 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 and after go live. 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, and engineering 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 SAPD staff will take ownership of the proposed solution after the Respondent post-production support period.

3. Respondent shall provide warranty services for 1 year 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

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Posted as a separate document, if applicable.

RFCSP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT I

SIGNATURE PAGE

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

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

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

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

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions.

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

_____
Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

RFCSP ATTACHMENT J

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
Executive Summary	
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	
*Subcontractor/Supplier Utilization Plan Form RFCSP Attachment G	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment H	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment I	
Proposal Checklist RFCSP Attachment J	
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.

SUBSCRIPTION LICENSE

WHEREAS, SPIDR Tech's proprietary systems, applications and related APIs permit police departments to gather, review and analyze data in connection with law enforcement intelligence, officer productivity and related community engagement.

WHEREAS, Customer desires to access and use SPIDR Tech's proprietary system, and SPIDR Tech desires to provide such access, in accordance with the terms and conditions herein;

NOW, THEREFORE, in consideration of the covenants set forth herein, SPIDR Tech and Customer hereby agree as follows:

1. **Provision of the Service**.

    1.1   Provision Generally. SPIDR Tech will provide Customer with access to SPIDR Tech's proprietary service for the modules specified in the Sales Proposal (collectively the "Service") in accordance with the terms and conditions of this Agreement. In order to access and use the Service, Customer is responsible at its own expense for obtaining its own Internet access, and any hardware and software required therefor.

    1.2   Grant of Rights. Subject to the terms and conditions of this Agreement, SPIDR Tech hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by SPIDR Tech and its licensors. There are no implied rights.

    1.3   Restrictions. Customer shall not (and shall not allow any third party to): (a) use the Service for the benefit of any third party, or to develop or market any product, software or

service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (b) permit any third party or individual to access or use the Service; (c) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service, directly or indirectly, to any third party; (d) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; or (e) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service. Customer shall keep all passwords and API Keys provided to it safe and secure, and shall be responsible for all use of the Service using passwords or API keys issued to Customer. Customer shall notify SPIDR Tech immediately of any actual or suspected unauthorized use of its passwords or API keys for the Service. Without limiting any of its other rights or remedies, SPIDR Tech reserves the right to suspend access to the Service if SPIDR Tech reasonably believes that Customer has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

    1.4   Customer Cooperation. Customer shall: (a) reasonably cooperate with SPIDR Tech in all matters relating to the Service; (b) respond promptly to any SPIDR Tech request to provide information, approvals, authorizations or decisions that are reasonably necessary for SPIDR Tech to provide the Service in accordance with this Agreement; and (c) provide such Customer materials or information as SPIDR Tech may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

2. **SPIDR Tech Technology**. In connection with providing the Service, SPIDR Tech and its

licensors shall operate and support the hosted environment used by SPIDR Tech to provide the Service, including the SPIDR Tech Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by SPIDR Tech. As used herein, "SPIDR Tech Technology" means all of SPIDR Tech's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by SPIDR Tech in providing the Service.

3.   **Downtime.** Subject to the terms and conditions of this Agreement, SPIDR Tech shall use commercially reasonable efforts to provide access to the Service for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which SPIDR Tech may undertake from time to time; or (iii) causes beyond the control of SPIDR Tech or which are not reasonably foreseeable by SPIDR Tech, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Contractors independent of and not related to the Service or SPIDR Tech (collectively "Downtime"). SPIDR Tech shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. SPIDR Tech shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. SPIDR Tech shall use commercially reasonable efforts to

minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.

4.   **Ownership**. Customer acknowledges and agrees that as between SPIDR Tech and Customer, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on or made available through the Service, other than Customer Data), the SPIDR Tech Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by SPIDR Tech or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the SPIDR Tech Technology other than a limited right to use the Service in accordance with the terms and conditions herein. No right or license is granted hereunder to Customer under any trademarks, service marks, trade names or logos. Customer shall not remove any SPIDR Tech trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

5.   **Fees; Payments; Taxes**.

5.1   Fees. In consideration of the provision of the Service hereunder, Customer shall pay SPIDR Tech the fees as set forth and the scheduled laid out on the Sales Proposal.

5.2   Taxes. All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or Customer's access to the Service. Customer shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on SPIDR Tech's income), which may be invoiced by SPIDR Tech from time-to-time.

6.   **Term; Termination**.

6.1 *Reserved.*

6.2 Termination for Breach. Either Party may terminate this Agreement by written notice thereof to the other Party, if the other Party materially breaches this Agreement and does not cure such breach within 30 days after written notice thereof.

6.3 Effects of Termination; Survival. Upon any termination of this Agreement: (a) all rights granted to Customer hereunder shall terminate and SPIDR Tech shall no longer provide access to the Service to Customer, and (b) Customer shall cease using the Service. Any obligations that have accrued prior to termination shall survive termination of this Agreement. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive termination of this Agreement: Sections 4 through 12.

7. Customer Data.

7.1 Data Generally. All data and information which the Customer inputs or provides to the Service (the "Customer Data") is stored in a private and secure fashion (as regulated by CJIS requirements), and will not be used by SPIDR Tech except as permitted herein. Customer hereby grants to SPIDR Tech a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Service to Customer, and improving and developing the Service. Except as specified otherwise in this Agreement (including the Sales Proposal), Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data. The content of Customer Data shall be Customer's sole responsibility. SPIDR Tech shall operate the Service in a manner that provides reasonable information security for Customer Data, using commercially reasonable data backup, security, and recovery protections (as regulated by CJIS requirements).

7.2 Additional Customer Responsibilities. Customer is solely responsible for all Customer Data. SPIDR Tech does not guarantee the accuracy, integrity or quality of Customer Data. Customer shall not: (a) upload or otherwise make available to SPIDR Tech any Customer Data that is unlawful or that violates the rights of any third parties; (b) upload or otherwise make available to SPIDR Tech any Customer Data that Customer does not have a right to transmit due to any law, rule, regulation or other obligation; (c) use, upload or otherwise transmit any Customer Data that infringes any intellectual property or other proprietary rights of any third party; (d) upload or otherwise make available to SPIDR Tech any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (e) interfere with or disrupt the Service or servers or networks connected to the Service; (f) upload or otherwise make available to SPIDR Tech any Customer Data that constitutes protected health information subject to the Health Insurance Portability and Accountability Act or any regulation, rule or standards issued thereunder; or (g) violate any applicable law, rule or regulation, including those regarding the export of technical data.

8. Representations and Warranties; Disclaimer.

8.1 General Representations and Warranties. Each Party hereby represents and warrants to the other Party that: (a) it is a corporation, company or other entity (as applicable) duly organized, validly existing and in good standing in its jurisdiction of organization; (b) its execution, delivery and performance of the Integration Agreement have been duly and validly authorized by all necessary organizational action on its part; (c) the provisions set forth in the

constitute legal, valid, and binding obligations of such Party enforceable against such Party in accordance with their terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally; and (d) its execution, delivery and performance of the Integration Agreement do not and will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under, any agreement or other obligation to which such Party is subject.

8.2 SPIDR Tech Limited Warranty. SPIDR Tech warrants that it will provide the Service in a competent and workmanlike manner. SPIDR Tech does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. SPIDR Tech makes no warranty regarding features or services provided by any third parties. SPIDR Tech retains the right to modify its services and the SPIDR Tech Technology in its sole discretion; provided that doing so does not have a material adverse impact on the Service hereunder. Customer's sole remedy for SPIDR Tech's breach of the warranty in this paragraph shall be that SPIDR Tech shall remedy the applicable error, or if SPIDR Tech is unable to do so in a timely manner, refund to Customer actual damages up to a limit of the fees paid for the Service for the one-year period immediately prior to when the breach of warranty occurred.

8.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8.1-8.2 ABOVE, SPIDR TECH MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, (B) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

9. Limitations of Liability.

9.1 Damages Cap. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SPIDR TECH'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO SPIDR TECH UNDER THIS AGREEMENT DURING THE PRIOR 12 MONTHS.

9.2 Disclaimer of Indirect Damages. EXCEPT FOR (A) CUSTOMER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER, (B) ITS INDEMNIFICATION OBLIGATIONS OR (C) ITS BREACH OF ANY INTELLECTUAL PROPERTY OR CONFIDENTIALITY OBLIGATIONS OR RESTRICTIONS HEREIN (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE SERVICE), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, PROFITS OR REVENUE) ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT,

WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9.3 Basis of the Bargain. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT SPIDR TECH HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

10. Indemnification.

10.1 SPIDR Tech Indemnification. SPIDR Tech shall defend, indemnify and hold harmless Customer and its directors, officers, employees and agents ("Customer Indemnified Parties") from and against any third party claims, actions, proceedings, demands, lawsuits, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent based on any claim that the Service infringes, misappropriates or otherwise violates (collectively, "Infringes") any third party intellectual property or proprietary right (excluding patents).

10.2 *Reserved.*

10.3 Indemnification Process. As conditions of the indemnification obligations in Sections 10.1-10.2 above: (a) the applicable Customer Indemnified Party or SPIDR Tech Indemnified Party (the "Indemnitee") will provide the indemnifying Party (the "Indemnitor") with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor's indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim, and (c) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor's evaluation, defense and settlement of such Claim. In defending any Claim, the Indemnitor shall use counsel reasonably satisfactory to the other Party. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other Party (not unreasonably withheld).

10.4 Exclusions. SPIDR Tech's obligations in Section 10.1 above shall not apply to any Claim to the extent arising from or relating to (a) misuse of the Service (including any use not strictly in accordance with the documentation therefor, SPIDR Tech's instructions, and this Agreement), (b) any modification, alteration or conversion of the Service not created or approved in writing by SPIDR Tech, (c) any combination of the Service with any computer, hardware, software or service not provided by SPIDR Tech, (d) SPIDR Tech's compliance with specifications or other requirements of Customer, or (e) any third party data or Customer Data. If the Service is or may be subject to a Claim of Infringement described in Section 10.1 above, SPIDR Tech may, at its cost and sole discretion: (i) obtain the right for Customer to continue using the Service as contemplated herein; or (ii) replace or modify the Service so that it becomes non-Infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to Customer any pre-paid fees for the Service associated with the then-remaining Term. SPIDR

Tech's obligations in this Section 10 shall be SPIDR Tech's sole obligations, and Customer's sole remedies, in the event of any Infringement of intellectual property or proprietary rights by or related to the Service.

11. **Confidentiality**.

11.1   Definition. "Confidential Information" means information that is disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party;
(a) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties; and (ii) the Service and SPIDR Tech Technology shall be deemed Confidential Information of SPIDR Tech, regardless of whether or not they are labeled or identified, or would reasonably be considered confidential.

11.2   General Obligations. Each Party agrees that it will during the Term and thereafter (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 11; and (d) protect all Confidential Information of the other Party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit:
(i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation (including a court order or other government order) or the rules and regulations of the SEC or any national securities exchange; provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; or (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors; provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 11 (provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable).

11.3   Return or Destruction. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, upon the termination of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's

Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto, (b) Receiving Party may retain copies of Disclosing Party's Confidential Information solely to the extent required by law or by applicable professional standards which require such Party to retain copies of its working papers, and (c) Receiving Party may retain Disclosing Party's Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination.

    11.4   <u>Feedback.</u> Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides SPIDR Tech with any feedback or suggestions regarding the Service, including potential improvements or changes thereto (collectively, <u>"Feedback"),</u> the Feedback shall not be considered Confidential Information of Customer, and SPIDR Tech shall be free to use, disclose, and otherwise exploit in any manner, the Feedback for any purpose.

12.   Miscellaneous.

    12.1   <u>Compliance with Laws.</u> Each Party shall comply with all laws, rules, regulations and ordinances applicable to its activities hereunder.

    12.2   <u>Hosting Providers.</u> Customer acknowledges that the Service is hosted by third party hosting providers (the <u>"Hosting Contractors").</u> SPIDR Tech may change its Hosting Contractors at any time. Customer's use of the Service is subject to any applicable restrictions imposed by the Hosting Contractors. Notwithstanding any other provision of this Agreement, SPIDR Tech shall not be liable for any problems, failures, defects or errors with the Service to the extent caused by the Hosting Contractors. Customer acknowledges that the fees payable for the Service reflect the fact that SPIDR Tech is not responsible for the acts and omissions of the Hosting Contractors.

    12.3   <u>Assignment.</u> Customer may not assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of SPIDR Tech. Any purported assignment or delegation in violation of this paragraph is null and void. This Agreement will bind and inure to the benefit of each Party's successor and permitted assigns.

    12.4   <u>Entire Agreement; Amendment.</u> This Agreement (including the Sales Proposal attached hereto) contains the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. No pre-printed terms on any purchase order, invoice or similar document issued in relation to this Agreement shall have any effect on the Parties or this Agreement. This Agreement may be amended or modified only by an express written agreement signed by duly authorized representatives of both Parties.

    12.5   <u>Notices.</u> Unless otherwise specifically provided herein, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, overnight delivery or certified mail, return receipt requested, to the addresses provided in the Sales Proposal.

    12.6   <u>Force Majeure.</u> SPIDR Tech shall not be liable or responsible to Customer, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling

or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of SPIDR Tech, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable technology or components, telecommunication breakdown, or power outage.

12.7 Publicity. SPIDR Tech shall have the right to use Customer's name and logo on client lists published on SPIDR Tech's website and in marketing materials. SPIDR Tech may announce the relationship hereunder in a press release provided that SPIDR Tech obtains Customer's prior approval of the wording of the release (not to be unreasonably withheld).

12.8 *Reserved.*

12.9 Injunctive Relief. Each Party acknowledges that its breach of any intellectual property or confidentiality obligations or restrictions herein (including any limitations or restrictions on use of the Service) will cause substantial harm to the other Party that could not be remedied by payment of damages alone. Accordingly, the other Party will be entitled to seek preliminary, temporary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to post bond, in any court of competent jurisdiction.

12.10 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12.11 Waiver. No waiver by either Party of any of the provision of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.12 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

12.13 Headings; Interpretation. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive.

12.14 Counterparts. This Agreement may be executed in two counterparts (which may be delivered by .pdf or other facsimile format acceptable to the Parties), each of which shall be an original and both of which taken together shall form one agreement.

SPIDR Tech's Service Level Agreement (SLA) for City of San Antonio

Introduction

This service level agreement (SLA) describes the levels of service that COSA ("Client") will receive from SPIDR Tech.

During the term of the applicable SLA, SPIDR Tech's API will be operational and available to the Client at least 99.99999% of the time in any calendar month.

Note that even during API down-time (for whatever reason), once the API availability is reestablished, SPIDR Tech can receive "lost" data. The platform will generate and send any messages that can still be reasonably sent. This reduces the number of messages failed even during unexpected API outage.

This Agreement states the Client's sole and exclusive remedy for any failure by SPIDR Tech to meet the SLA.

Scope

Parties

This SLA is between:

Client	SPIDR Tech
The City of San Antonio	SPIDR Tech 1100 Manhattan Ave #203 Manhattan Beach, CA 90266 Key contact: **Mandy Duffy** mandy.duffy@spidrtech.com 510-846-3839

Dates and Reviews

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's systems.

Services covered

This SLA covers the API operated by SPIDR Tech. SPIDR Tech guarantees uptime for this API.

Exclusions

This SLA does not apply to Scheduled Maintenance. This agreement does not apply to any performance issues that result from the Client's systems or third party systems, or both (not within the primary control of SPIDR Tech). This agreement does not apply to any performance issues that result from the Client's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from the Client, or any other data issues related to the communication or data received from or through the Client.

This SLA does not apply in circumstances that could be reasonably said to be beyond SPIDR Tech's control. For instance: floods, earthquakes, war, acts of god, and so on.

This SLA does not apply if the Client is in breach of its contract with SPIDR Tech for any reason (e.g. late payment of fees).

With all this said, SPIDR Tech aims to be helpful and accommodating at all times, and will do its absolute best to assist the Client wherever possible.

Definitions

The following definitions apply to the SPIDR Tech API.

"Downtime" means more than a twenty percent error rate of Valid Requests to the API. Downtime is measured based on SPIDR Tech's API side error rate.

"Valid Requests" are requests that conform to SPIDR Tech's API that would normally result in a non-error response from the API.

"Scheduled Maintenance" is Downtime related to network, hardware, or software maintenance or upgrades. SPIDR Tech will perform scheduled maintenance at its discretion.

Guaranteed Response Times

When the Client raises a support issue with SPIDR Tech, SPIDR Tech promises to respond in a timely fashion.

Support Services

SPIDR Tech shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to the Client and its authorized users.

SPIDR Tech will provide the Client with any resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of SPIDR Tech's other customers.

Response times

The response time measures how long it takes SPIDR Tech to respond to a support request raised via email (**support@spidrtech.com**) or phone (877-746-8276).

SPIDR Tech is deemed to have responded when it has replied to the Client's initial request. This may be in the form of an email or telephone call, to either provide a solution, request further information, or propose an ETA for a solution.

Guaranteed **initial response times** depend on the priority of the item(s) affected and the severity of the issue. They are shown in the table below:

*Issue severity (see **Severity levels** section, below)*

	Critical	Severe	Medium	Minor
Priority 1	Immediate, but in no event to exceed 1 hour	1 hour	2 hours	1 business day
Priority 2	1 hour	2 hours	1 business day	2 business days*
Priority 3	2 hours	1 business day	2 business days*	2 business days*

* Issues of lower priority and lower severity may be transferred to our work queue backlog for later planning and prioritization.

Response times apply on a 24x7 basis, and after normal business hours and on holidays, as necessary to support SPIDR Tech's obligations under this Agreement.

Severity levels

The severity levels shown in the table above are defined as follows:

- **Critical**: Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- **Severe**: Significant degradation — large number of users or critical functions affected.
- **Medium**: Limited degradation — limited number of users or functions affected. Business processes can continue.
- **Minor**: Small degradation — few users or one user affected. Business processes can continue.

Item types and priority levels

Item Type	Priority
Messaging correctness (content and recipients)	1
Messaging schedule and timeliness	2
Daily survey update emails	2
Administrative interface	3

Resolution times

SPIDR Tech will always endeavour to resolve problems as swiftly as possible. It recognizes that the Client's operational systems and community relationships are key to its mission and that any downtime can have significant consequences.

However, SPIDR Tech is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a critical API issue in minutes, simply by restarting the affected component(s). But if a system fails due to a persistent infrastructure fault (also classed as a critical issue) it may take much longer to get back up and running.

In all cases, SPIDR Tech will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

Service Credits

In the event that SPIDR Tech fails to make the API available at least 99.99999% of the time in any given month during the Regular Usage Period due to API Unavailability, SPIDR Tech will credit the Client's account for the unavailable API as follows:

Monthly Uptime Percentage	Service Credit In Days
Less than 99.99999%	1
Less than 95%	5

Service Credits are awarded as days of service added to the end of the service subscription term at no charge to you.

"API Unavailability" is defined as the percentage of minutes per month in which the API is completely and generally unavailable for Client's use (but not the use of any one Authorized User), provided that API Unavailability does not include any unavailability attributable to this SLA's **Exclusions**. The Client will be responsible for immediately notifying SPIDR Tech of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

In order to receive this credit, the Client must notify SPIDR Tech in writing within fifteen (15) days following the end of the month the API Unavailability occurred, including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. All claims are subject to review and verification by SPIDR Tech prior to any credits being granted. SPIDR Tech will acknowledge credit requests within fifteen (15) business days of receipt and will inform the Client whether such claim request is approved or denied. The issuance of API Service Credit by SPIDR Tech hereunder is the Client's sole and exclusive remedy for any failure by SPIDR Tech to satisfy the service levels set forth in this SLA.

Monitoring process and service level reporting

SPIDR Tech classifies different components of the API and overall platform and determines monitoring and reporting requirements by severity level, impact, and risk profile. Reports for this monitoring span multiple components and systems. SPIDR Tech periodically produces summary reports for audit and review.

Uptime Report

Last 2 weeks   This month   Previous month   All time

engage.spidrtech.com - Last 2 weeks

Date	No. of tests	Unique failures	Total downtime	Uptime
Totals	40294	0	None	100%
Today	3928	0	None	100%
2019-07-30	5770	0	None	100%
2019-07-29	5769	0	None	100%
2019-07-28	5770	0	None	100%
2019-07-27	5720	0	None	100%
2019-07-26	5770	0	None	100%
2019-07-25	5770	0	None	100%
2019-07-24	5048	0	None	100%

Example uptime report

Public Safety Notification System

Statement of Work
Version 1.5 • Date: March 17, 2020

SOW Document Change Control

Version	Change Description	Author	Date
1.0	Initial draft	MD	12/11/2019
1.1	Business Team Revision	MM/ KE	12/17/2019
1.2	SPIDR Revision	MD	01/13/2020
1.3	SPIDR Revision	MD	01/16/2020
1.4	SPIDR Revision – Mark43 RMS	MD	03/12/2020
1.5	Final Executable Version	MD	03/17/2020

Public Safety Notification System
SOW Signoff

DATE: March 17, 2020

Approval of the SOW indicates an understanding of the purpose and content described in this deliverable. By signing this deliverable, each individual agrees work should be initiated on this project and necessary resources will be committed as described herein.

Approver Name	Title	Signature	Date
Rahul Sidhu	Executive Sponsor – SPIDR Tech Chief Executive Officer	DocuSigned by: *Rahul Sidhu* 8936EAB08DCD4E3	3/17/2020
Mandy Duffy	Executive Sponsor- SPIDR Tech Chief Revenue Officer	DocuSigned by: *Mandy Duffy* 3906864AAE19453	3/17/2020

Table of Contents

1. Project Background

The City of San Antonio released an RFCSP for police communications. SPIDR Tech responded to the RFCSP with a proposal for the requirements.

2. Project Objectives

The San Antonio Police Department would like to provide enhanced customer service to their customers. This project's objectives include the following:

- Interface of the SPIDR Tech platform with San Antonio PD's Mark43 Records Management System (RMS)
- Interface of the SPIDR Tech platform with San Antonio PD's Computer Aided Dispatch (CAD)
- Launch of the SPIDR Tech platform, including the Patrol Module, Investigations Module, and the Insights Module.
    - The Patrol Module contains the following message types:
        - CAD Autoresponder Message: This message is sent via text message to a caller of pre-determined CAD Incident types. This message can contain the incident number and other helpful information.
        - Delayed Arrival Message: This message is sent by text message. This message can be configured to send after X minutes of a call being "in queue" but an officer has not yet marked themselves as "on scene." This message is designed to keep callers updated during busy call times.
    - The Investigations Module contains the following message types:
        - Victim Acknowledgement Message: This message is sent to the victim after a report has been approved. The message can be sent via text and/or email, and can contain variables such as the report number, officer's name, resources, and next steps.
        - Arrest Notification: This message is sent to the victim after an arrest has been made as it pertains to their report. This message is delivered via text and/or email, and can contain the date/time of arrest, the arrestee's name, and other relevant information.
        - Investigations Update Messages: These messages can be triggered based on pre-determined case status changes. The messages can be sent via text and/or email to the victim. These messages can contain the Detective's name and contact information, the report number, and important information about the next steps for that particular case status type.
    - The Insights Module contains the following message types:
        - CAD Caller Survey: The CAD Survey can be delivered by text message and is designed to ask questions regarding the caller's experience.
        - Victim Survey: This message can be delivered by text message and/or email and is designed to ask for feedback regarding the victim's experience.

- On-going maintenance and support of the SPIDR Tech platform.

3. Project Execution Approach and Methodology

Our project management approach for the Interface and implementation of the SPIDR Tech suite for SAPD will borrow from the Agile methodology, which is the guiding methodology we use internally to manage our in-house development process. The primary benefit of the Agile methodology is that it is iterative and collaborative. These are key characteristics of our approach because we believe that we can make the most significant progress working together and communicating frequently.

We will break down the engagement into five distinct project phases:

See overview here:

1	**2**	**3**	**4**	**5**
Planning	**Kickoff**	**Development**	**Testing**	**Launch & Monitoring**
This is the phase during which we will devote significant time and energy to planning out the project We will outline roles and responsibilities, critical milestones, and proposed estimates. We will define and align on the definition of success.	Once we have a plan, we will set up a formal kickoff. During the kickoff, we will: - Review roles and responsibilities -Confirm any outstanding requirements -Align on critical milestones, and corresponding risks and dependencies -Agree on how we will measure success -Establish a cadence for meetings and group communications (including status updates)	This is the phase during which we will complete relevant development tasks We will manage these tasks using JIRA, a cloud based ticketing system. The ticketing system allows us to assign owners and track each task through a specified workflow. We can trigger communications from each task and keep all interested parties aware of progress	This is the phase during which we will perform testing. SPIDR Tech holds a testing policy, and can also follow the testing framework provided by ITSD as outlined in this RFCSP	This is the phase during which we will launch the system and ensure that all requirements are met. Once this phase is complete and all requirements have been met, we will have a final meeting and establish a schedule for ongoing communications.

A project manager will be assigned to this engagement and they will be responsible for all communications to relevant stakeholders about progress, risks and/or blockers.

Background on the Project Manager

SPIDR Tech's Project Manager will be Mandy Duffy, SPIDR Tech's Chief Revenue Officer. Mandy is head of Sales and Customer Success for SPIDR Tech and has project managed all of SPIDR Tech's deployments, including the previous deployment of SPIDR Engage to the San Antonio Police Department. Mandy will also oversee the monthly analysis for SAPD, and will tailor the monthly report to SAPD's specific needs.

San Antonio will have access to a direct email address and phone number for Mandy Duffy, who will be the main point of contact for the project and for account management after the deployment has been completed and the service is live.

An example of a typical deployment for an agency of your size can be found below:

	Planning	Kickoff	Development	Testing	Launch & Monitoring
Action Items: Customer	Provide personnel and input on the project plan Participation in meetings from key stakeholders	Provide executive leadership for official project kickoff	Provide designated development resources to build integration between RMS/CAD <> SPIDR Tech Platform Develop templates, surveys, configuration details and default setup for the platform Enable white label domain Provide list of users, including email distribution list for reporting	Verify instance data is consistent with database records Verify messages are consistent with requirements	Review reports Provide feedback in quarterly meetings
Action Items: SPIDR Tech	Present all development options Provide guidance on best practices Facilitate all meetings and manage follow ups	Coordinate and facilitate kickoff to begin work	Provide designated development resources to support and build the integration Configure the instance according to customizations in the spec Host template workshop meetings to facilitate content development Complete and verify action items. Host weekly check-in meetings	Verify instance data Address open issues, as needed End to end testing of messaging system	Verify instance data Address open issues, as needed End to end testing of entire messaging system
Milestones	Project plan is created and approved	Kickoff meeting is completed	Integration is complete and SAPD has access to finalize content.	Acceptance criteria is reached and we are launch-ready	Launch is successful Availability is met

Communications

We will have a weekly (or bi-weekly) check in call with relevant stakeholders. We will send relevant documentation before the call and will use this time to make sure that all stakeholders understand progress and can provide any updates to the team.

4. Project Scope

SPIDR Tech was recently selected as the provider for the Public Safety Notification System. SPIDR Tech shall install, develop, configure, customize, test and deploy the software or System.

4.1 In Scope

The scope of this engagement includes all activities required to support the deliverables and activities including: Professional Services, Discovery or Design workshops, Project Management, Software Installation, Customization, Configuration, Testing, Training, Knowledge Transfer, Interface with third party systems, and Technical Support. Anything that is included in the

Request for Competitive Sealed Proposal (RFCSP), Requirements Traceability Matrix (RTM) and Proposal document is considered in scope.

4.1.1 Professional Services

SPIDR Tech will provide Project management activities for the entire project from initiation to close.

The City of San Antonio will provide a single point of contact for coordination of effort required by San Antonio employees.

4.1.2 Discovery and Design Sessions or Workshops

SPIDR Tech will rely on the City of San Antonio to provide its "As-Is" process documentation for a SPIDR Tech Business Consultant to review. Upon review, SPIDR Tech will conduct discovery sessions with representatives from each division and the project team to develop the "To-Be" processes to be implemented in the system, including any Interfaces with the Records Management System and Computer Aided Dispatch System.

4.1.3 Software Installation

The following tasks will be completed as a part of the Implementation effort:

Example:

1. Begin sending test data to SPIDR Tech from the Mark43 RMS testing instance. In an agile methodology, move this forward into Acceptance Testing as soon as possible.
2. SPIDR Tech and COSA, in collaboration, will install an Interface (examples: PowerShell script, XML export, JSON file export directly to SPIDR Tech's API) to export the required data from San Antonio Police Department's CAD to SPIDR Tech's Restful API. Cannot be developed against production. Will need to be tested in the training environment.
3. Using SPIDR Tech's examples, COSA will develop and approve all message content.
4. Using SPIDR Tech's examples, COSA will determine configuration details and desired setup for the configurable portions of the platform.
5. Using SPIDR Tech's provided CNAME records, COSA will enable the white labeled domain.
6. COSA will provide list of users (divisionally or otherwise), including email distribution lists for reporting.

7. SPIDR Tech will provision the San Antonio Police Department's instance of the SPIDR Tech platform.
8. SPIDR Tech will create all user accounts for the list of staff provided by COSA.
9. SPIDR Tech will perform the remaining portions of the "Extract, Transfer, Load" (ETL) in order to utilize the integrated CAD & RMS data to power the SPIDR Tech platform.
10. SPIDR Tech and COSA will perform Quality Assurance checks on data.

4.1.4 Software Configuration

The following components or configuration will be provided after successful installation of the base software components:

- Configure the SPIDR Tech platform to reflect the required COSA configuration requirement
- COSA approves Mark43 to provide SPIDR Tech with an API key to test RMS data.
- SPIDR Tech configure Interface to RMS
- Collaboratively configure the PowerShell or JSON Interfaces to include the necessary CAD data.
- Configure all message templates to include COSA messaging.
- Configure the branding of messages to include COSA colors and badge.
- Define and upload the initial dataset from COSA/SAFD. This will require data mapping and verification.
- Define and create divisional boundaries within the data sets, including divisional staff and contact numbers.
- Provision user accounts as specified by COSA

4.1.5 Software Customization

The following component's customization will be provided after successful installation of the base software components:

There is no customization of the SPIDR Tech platform planned for this Interface.

4.1.6 Interface

SPIDR Tech to conduct discovery Interface sessions and will result in an Interface document deliverable, which will detail the design of the Interfaces.

1. Interface with required Records Management System data, including Case Management data

2. Interface with required Computer Aided Dispatch data

4.1.7 Testing

City of San Antonio to perform quality assurance testing of data. SPIDR Tech to perform Unit, Interface, System and User Acceptance testing for this project. Testing is further defined in section 6.

4.1.8 Training

SPIDR Tech to provide knowledge transfer sessions in a train-the-trainer and administrative training method. Training is further defined in section 7.

4.1.9 Reports

SPIDR Tech to develop 12 platform performance "Digest" reports, delivered on a monthly basis.

After the platform goes live, ad-hoc reporting will be available to COSA in the following methods:

"Spotlight" dashboard with ad-hoc spreadsheet data download available. A user with the proper permissions can download data in a spreadsheet format at any time via the dashboard. Spotlight also allows for time-based reporting and is interactive within the platform. A user with the proper permissions can utilize this dashboard anytime.

4.1.10 Data Transfers, Migration, Conversion and mapping

1. SPIDR Tech will receive a secure API key from Mark43 to export the required data from San Antonio Police Department's Mark43 RMS. SPIDR Tech will use this API key to send data to SPIDR Tech's RESTful API.
2. SPIDR Tech or COSA will install an Interface (examples: PowerShell script, XML export, JSON file export directly to SPIDR Tech's API) to export the required data from San Antonio Police Department's CAD to SPIDR Tech's RESTful API.

4.1.11 Go live technical support and Warranty

SPIDR Tech to provide a 90-day warranty of the platform after go-live.

SPIDR Tech to provide 365 days of post go live technical support after go-live, and this support will be outlined in the SLA.

4.1.12 System Security Plan

SPDIR Tech shall assist COSA in the development of the system security plan and where identified will assist in security testing.

4.1.13 Service Level Agreement

SPIDR Tech provides SLA to the COSA prior to Go-live. The SLA will be completed and signed at the earliest opportunity during the project. SLA is further defined in section 14.

4.1.14 Proposal and SOW discrepancies

Throughout the project milestones, SPIDR Tech and the City of San Antonio (COSA) will reconcile the requirements to the actual application or system. Should it be determined that a discrepancy, or discrepancies, exist between the SOW and the proposal, COSA will retain the privilege of determining which solution best meets the requirements. Any work associated with this decision would thereby be considered 'in scope' of the project.

4.2 Out of Scope

Anything not included in the Request for Competitive Sealed Proposal (RFCSP), Requirements Traceability Matrix (RTM), Proposal document, and SOW is considered out of scope. This may change based on meetings when additional functionality is identified. Any future changes or additional functionality not represented in the RFP, response, and this SOW will result in a Change Request (CR) with potential additional costs.

5. Project Management

5.1 SPIDR Tech Responsibilities

SPIDR Tech's Project Manager is the City of San Antonio's (COSA) primary point of contact for this engagement. The SPIDR Tech Project Manager is accountable for ensuring resource availability, managing communications across project teams, monitoring project progress against the project timeline and ensuring that the work deliverables are appropriately developed based on the scope and requirements of the project.

SPIDR Tech Project Manager and other key personnel shall support overall project objectives and work effectively with the COSA's Project Manager, Project Team and Stakeholders (as required) and shall function as the liaison between the COSA's Project Manager and SPIDR Tech on all matters relating to the project.

If SPIDR Tech employees are located on-site, SPIDR Tech shall provide its own hardware, computer equipment and software to fully satisfy all operational requirements of the Contract. SPIDR Tech's equipment and software must be compatible with the system and software used by the COSA, including the appropriate Microsoft Office and Microsoft Project systems.

COSA, at its sole discretion, shall have the right to remove any of SPIDR Tech's employees or subcontractors. Upon written notifications, SPIDR Tech shall remove and replace any employee or subcontractor without affecting stated timelines, deliverables, or service levels.

SPIDR Tech employees must adhere to CJIS compliance and training prior to accessing SAPD systems and facilities.

SPIDR Tech shall have sole responsibility to coordinate SPIDR Tech's work to meet project requirements and to notify COSA of all conflicts that cannot be accommodated through proper coordination of the project.

SPIDR Tech shall submit copies of each major deliverable for review and evaluation by the COSA Project Manager.

Submitted deliverables found unsuitable, rejected or returned for revision by COSA, shall be reworked by SPIDR Tech and resubmitted. Payment will not be made until submitted items are found suitable and accepted by COSA.

Contract deliverable shall be submitted for a minimum of one round of review and comments by COSA. SPIDR Tech shall be responsible for incorporating all comments and resubmitting as directed by COSA.

Unless noted otherwise, one (1) electronic copy of all deliverables shall be provided.

SPIDR Tech shall provide any applicable test plans, test cases and test scripts to COSA for review.

SPIDR Tech shall perform agreed upon tests to validate that the system meets the requirements.

SPIDR Tech shall assist COSA in user acceptance testing.

5.2 SPIDR Tech's team:

SPIDR Tech's team shall consist of the following:

- Aaron Crow – VP of Engineering
- Kenaniah Cerny – Chief Deployments Officer
- Kristen Sowatsky – Customer Success Manager
- Mandy Duffy – Project Manager and Chief Revenue Officer
- Marissa Rosemblat – Director of Product Management
- Rahul Sidhu – Chief Executive Officer

5.3 COSA Responsibilities

COSA will designate a COSA Project Manager, responsible for all SPIDR Tech coordination activities. COSA will provide a full time Project Manager and a Business Analyst for this project and access to technical personnel. SPIDR Tech will work with the COSA Project Manager to provide all necessary information required for satisfactory performance of their tasks. SPIDR Tech will direct all communication to and take direction from the COSA Project Manager.

Project meetings will be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The COSA Project Manager and Project Team will be responsible for contributing to and reviewing weekly progress reports, reporting project issues and contributing to updates of the project plan and schedule.

COSA will make available the necessary technical, business, testing and training personnel to support the deployment throughout the project. COSA will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by COSA personnel, as scheduled.

COSA if required will provide necessary access to the SPIDR Tech personnel working on this project, including remote privileges (VPN), network and systems access. SPIDR Tech agrees to follow any applicable COSA policies and/or guidelines for appropriate use of COSA infrastructure (Ex: internet, network, etc)

COSA will provide the following in support of SPIDR Tech's system implementation:

1. Access to IT staff to support the implementation

2. Access to business staff for configuration testing

3. Timely approval of technical design

4. Review and approval of system tests

5. Assistance in scheduling staff for testing and training

6. Access to Workspace if required

COSA will schedule and perform User-Acceptance Testing (UAT).

5.4 COSA Team:

Name	Role	Title	Sign-Off Authority	Change Control Board
D.C. Robert Blanton	Executive Sponsor	Chief of Staff / Division Commander	Yes	Yes
Craig Hopkins	Executive Sponsor	Chief Information Officer	Yes	Yes
CPT. Karen Falks	Engagement Management	CET Commander	Yes	Yes
LT. Brian Sullivan	Project Team	Special Projects	No	Yes
SGT. David Bacarreza	Project Team	Special Projects	No	Yes
Madison Mai	Project Manager	IT Project Manager	No	Yes
Igor Negovetic	Project Team	Business Relationship Manager	No	Yes
Kathy Esquivel	Project Team	Lead Business Analyst	No	Yes
Ted Manganello	Project Team	Application Solutions Lead	No	No
Erik Mayville	Project Team	Systems Administration Engineer	No	No
Gracy Alvarez	Project Team	Web Applications Lead	No	No
Jonathan Becker	Project Manager	IT Project Manager	No	Yes

5.5 Project Kickoff Meeting

This project will begin with an onsite kickoff meeting designed to introduce the teams from SPIDR Tech to COSA, review project responsibilities, review the project schedule and provide a foundation for communications and collaboration. The meeting agenda will be set by SPIDR Tech, and approved by the COSA. SPIDR Tech shall submit a draft agenda to COSA at time of notification of the meeting, at least one week prior to kick-off meeting date. Status meeting communication methods, templates, agendas and call schedules are also discussed and agreed upon during the project kickoff meeting. SPIDR Tech shall coordinate with COSA for the scheduling of the kickoff meeting after issuance of contract award.

5.6 Discovery Workshops or Design Sessions

SPIDR Tech will set up discovery working or design sessions to discuss, gather, and understand the project requirements, the City's vision of the project outcomes, and understand project challenges and opportunities. This session clarifies the goals of the project and establishes the foundation for SPIDR Tech to develop project deliverables that meet client expectations. These sessions help the vendor to understand COSA's as-is processes and to develop To-be processes.

5.7 Project Status Reporting Meeting

SPIDR Tech and COSA project managers will agree on a template in order to provide project status to the project sponsorship. Project status meetings will be held on a regular basis, as scheduled, and agreed upon. This will ensure that all project staff is up to date on the current

project status, possible issues, risks, accomplishments, challenges and planned activities in the coming weeks. The Project Team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than an hour. SPIDR Tech Project Manager and COSA's Project Manager are responsible to set this meeting. Meeting minutes for review and approval after each status meeting will be distributed.

Project status meetings shall be used to:

1. Discuss and review status of Action Items from previous meetings.

2. Review items of significance that could affect project progress.

3. Include topics for discussion as appropriate to the status of the project.

4. Review the project schedule for progress since the last meeting.

5. Determine where each activity is in relation to the project schedule, whether on time, ahead or behind schedule.

6. Determine how activities behind schedule will be expedited and secure commitments from parties involved.

7. Discuss whether scheduled revisions are required to ensure that current and subsequent activities will be completed within the project schedule.

5.8 Project Status Reports

SPIDR Tech will prepare and deliver a bi-weekly Project Status Report using COSA's Project Status Report template that will include, but is not limited to, updates to risks, issues, status of current activities and any project-related items. The Project Status Report will also include a current status of the project schedule including the percentage of work completed, a description of the progress achieved during the period, plans for the forthcoming period, problem areas and proposed solutions, delaying factors and their impacts, an explanation of corrective actions taken or proposed, and other analyses necessary to compare actual performance with planned performance.

5.9 Project Management Plan (PMP) Documentation

Within fifteen (15) calendar days after execution of the Project kickoff meeting, a project management plan (PMP) will be reviewed by the COSA project management team. The PMP fully describes the Project, and Risk requirements for executing the work planned for each phase of the Project. It provides a comprehensive plan for assisting COSA to control, direct, coordinate and evaluates the work performed during each Project task. Within ten (10)

calendar days after receiving the Draft Project Management Plan, COSA will hold review sessions providing feedback to SPIDR Tech.

At a minimum, the PMP shall include the following:

1. Project Characteristics described in general terms that reflect the requirements of COSA
2. Change Management Plan
3. Communication Management Plan
4. Risk Management Plan
5. Work Breakdown Structure
6. Dependency Network Diagram
7. Project Schedule
8. Project Organization

5.10 Communications Management

5.10.1 Approach

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project. SPIDR Tech and COSA Project Managers will ensure effective communications on this project. The communications requirements are documented in the Communications Matrix (Table 1). The Communications Matrix will be used as the guide for what information to communicate, who is to do the communicating, when to communicate it and to whom to communicate.

5.10.2 Constraints

All project communication activities will occur within the project's approved budget, schedule, and resource allocations. SPIDR Tech and COSA Project Managers are responsible for ensuring that communication activities are performed by the Project Team and without external resources which will result in exceeding the authorized budget. Communication activities should occur as detailed in the Communication Matrix.

5.10.3 Methods and Technologies

City of San Antonio's Information Technology Services Department (ITSD) maintains a SharePoint platform within the Project Management Office (PMO) and Innotas software which all projects use to provide updates, archive various reports, and conduct project communications. COSA's project manager shall update the Share Point and Innotas software respectively to post the project data at all times. This platform enables senior management, as well as stakeholders with compatible technology, to access project data and communications at

any point in time. SharePoint and Innotas Software also provide the ability for stakeholders and project team members to collaborate on project work and communication. For any stakeholders who do not have the ability to access SharePoint and Innotas software, separate documentation will be sent via email.

What?	When?	How?	Who?
Kick Off Meeting	At project initiation	In-person	SPIDR Tech and COSA team
Team Meeting	Bi-Weekly	WebEx and/or in-person	SPIDR Tech and COSA team
Bi-Weekly Status Report	Bi-Weekly	WebEx and/or in-person	SPIDR Tech and COSA team
Project Meetings	As required	WebEx and/or in-person	SPIDR Tech and COSA team

Table 1 –Communications Matrix

SPIDR Tech and COSA will coordinate on the required attendees for each meeting based on the topic and decisions. SPIDR Tech and COSA will work together to ensure that each meeting will include topics/agenda to be discussed and desired outcomes.

5.10.4 Escalation Process

Efficient and timely communication is the key to successful project completion. As such, it is imperative that any disputes, conflicts, or discrepancies regarding project communications are resolved in a way that is conducive to maintaining the project schedule, ensuring the correct communications are distributed, and preventing any ongoing difficulties.

In order to ensure projects stay on schedule and issues are resolved, the Project Team will use this standard escalation model to provide a framework for escalating communication issues. The table below defines the priority levels, decision authorities, and timeframes for resolution.

Priority	Definition	Decision Authority	Timeframe for Resolution
1	**Major** impact to project or business operations. If not resolved quickly there will be a significant adverse impact to budget and/or schedule.	Project Sponsor	Within 4 hours

2	**Medium** impact to project or business operations which may result in some adverse impact to budget and/or schedule.	Project Sponsor	Within one business day
3	**Minor** impact which may cause some minor scheduling difficulties with the project but no impact to scope, schedule, or budget.	Project Manager	Within two business days
4	**Insignificant** impact to project but there may be a better solution.	Project Manager	Work continues and any recommendations are submitted via the project change control process

Table 2 – Project Escalations

5.11 Risk Management

5.11.1 Approach

The purpose of the Risk Management Plan is to establish the framework in which the Project Team will identify risks and develop strategies to mitigate or avoid those risks. The approach taken to identify risks includes a methodical process by which the Project Team identifies scores and ranks the various risks. The most likely and highest impact risks can be added to the project schedule to ensure that assigned risk owners take the necessary steps to implement the mitigation response at the appropriate time during the schedule.

5.11.2 Qualification and Prioritization

In order to determine the severity of the risks identified, a Probability and Impact factor is assigned to each risk. This process allows the COSA Project Manager to prioritize risks based upon the effect or Risk Exposure they may have on the project.

	Impact of Risk				
	1	**2**	**3**	**4**	**5**
1	1	2	3	4	5
2	2	4	6	8	10
3	3	6	9	12	15
4	4	8	12	16	20
5	5	10	15	20	25

Probability of Risk Occurring

G	**LOW Risk**
Y	**MED Risk**
R	**HIGH Risk**

The **Risk Exposure** in the matrix is determined by multiplying the **Impact of the Risk** x **Probability** that the risk will occur

Table 3 –Risk Exposure Matrix

5.11.3 Risk Monitoring

The most likely and greatest impact risks can be added to the project plan to ensure that they are monitored during the time the project is exposed to each risk. At the appropriate time in the project schedule a Risk Owner is assigned to each risk. Each Risk Owner is responsible for tracking, providing status and managing the risk to resolution.

Risk monitoring is a continuous process throughout the life of this project. As risks approach on the project schedule the COSA Project Manager will ensure that the appropriate Risk Owner provides the necessary status updates, which include the risk status, identification of trigger conditions, and the documentation of the results of the risk response.

5.11.4 Risk Mitigation and Avoidance

As more risks are identified, they will be qualified and the Project Team will develop avoidance and/or mitigation strategies. These risks will also be added to the Risk Log and the project plan to ensure they are monitored at the appropriate times and are responded to accordingly.

The risks for this project will be managed and controlled within the constraints of time, scope, and cost. All identified risks will be evaluated in order to determine how they affect this triple constraint. The COSA Project Manager will determine the best way to respond to each risk to ensure compliance with these constraints.

5.11.5 Risk Log

SPIDR Tech and COSA will collaboratively create the Risk Log. The Risk Log for this project is a log of all identified risks, their probability and impact to the project, the category they belong to, mitigation strategy, and when the risk will occur. The Risk Log also contains the mitigation strategy for each risk as well as when the risk is likely to occur.

Based on the identified risks and timeframes in the risk register, each risk can be added to the project plan. At the appropriate time in the plan—prior to when the risk is most likely to occur—the COSA Project Manager will assign a Risk Owner to ensure adherence to the agreed upon mitigation strategy. The COSA Project Manager and SPIDR Tech will track status and manage the risk to resolution collaboratively in a live document.

ID	Identified by	Priority	Issue Type	Date Identified	Issue Description	Impact Summary	Enforcement	Test Type	Assigned To	Current Status	Expected Resolution Date	Escalation Required (Y/N)?	Action Steps	Actual Resolution Date	Final Resolution & Rationale
1	John Doe	Critical	Organizational	00/00/00	EXAMPLE: Impact could be board members about the financial viability of the project are threatening the project from moving forward as planned.	EXAMPLE: Potential project stoppage	Ex Test	System Test	John Doe	Open		Yes	EXAMPLE: Meet with board member to clarify the project finances		EXAMPLE: The board team met with board members to clarify the project finances, allowing the project to move forward as planned.
2	John Doe	High	Procedural	00/00/00	EXAMPLE: The project is short on a specific skill set.	EXAMPLE: Possibility of project work not completed on time	Ex Test	System Test	John Doe	Open		No	EXAMPLE: Add staff to fill the skills gap		EXAMPLE: Staff was added to the project to fill the skills gap.
3	John Doe	Medium	System	00/00/00	EXAMPLE: Negotiations with functional managers in an organization competing for scarce human resources are forecasted to delay project completion.	EXAMPLE: Possibility of project work not completed on time	Ex Production	Integration Test	John Doe	Closed		No	EXAMPLE: Additional negotiation		EXAMPLE: Negotiations ended successfully before they caused project delays.

Table 4 – Sample Risk Log

5.12 Scope and Change Control

5.12.1 Scope Verification

Scope Verification is the responsibility of the Project Team. The original scope for this project is defined by the Statement of Work. Scope Verification within this document refers to the management of deliverables identified as the scope of the project. The COSA Project Manager will oversee the Project Team and the progression of the project to ensure that this scope control process is followed.

As this project progresses the COSA Project Manager and Project Team will verify project deliverables against the latest, approved scope and the Acceptance Criteria for that deliverable. Once verified that a deliverable meets the scope and acceptance criteria, the Project Manager and Sponsor (or designated representative) will meet for review and formal acceptance of the deliverable. The COSA Project Manager will present the deliverable Acceptance Criteria and the Sponsor will accept the deliverable via email or document signature.

5.12.2 Roles and Responsibilities

The COSA Project Manager, Sponsor and Project Team will all play key roles in managing the scope of this project. The table below defines the roles and responsibilities for the scope management of this project.

Role	Responsibilities
Project Manager	· Approve or deny scope change requests that have minimal project impacts to schedule, budget and/or scope · Facilitate scope change requests · Evaluate impact of scope change requests · Organize and facilitate change control meetings · Communicate outcomes of scope change requests
Sponsor	· Approve or deny scope change requests · Evaluate need for scope change requests · Review and accept/deny project deliverables
Project Team, Subject Matter Expert(s)	· Participate in defining change resolutions · Evaluate the need for scope changes and communicate them to the Project Manager, as necessary · Update project documents upon approval of all scope changes

Table 5 – Scope Management Roles and Responsibilities

5.12.3 Scope Change Control

Proposed scope changes are initiated with a scope change request by the COSA Project Manager, Sponsor, Project Team or Key Stakeholders. The Scope Change Control process will ensure that all proposed changes are defined, reviewed and agreed upon so they can be properly implemented and communicated to all stakeholders. All changes will be analyzed and evaluated for impact on:

- Timeline, including impact to other work, deliverables, and/or milestones
- Budgets
- Resource assignments and availability
- Technical architecture, application design and/or technical requirements
- Meeting client requirements and expectations
- Risks including any additional risks added or mitigated by the proposed change

5.12.4 Definitions of Change

There are several types of changes:

- **Schedule Changes** – changes which will impact the approved project schedule. These changes usually require re-baselining the schedule, depending on the significance of the impact.
- **Budget Changes** – changes which will impact the approved project budget. These changes may require additional funding and/or releasing funding no longer required.
- **Scope Changes** – changes which will impact the project's scope and are typically the result of adding or removing requirements which were not initially planned for. These changes may also impact the budget and schedule.

COSA may request scope changes in or additions to the services being provided hereunder by completing a Change Control Approval Request Form. If SPIDR Tech deems the changes feasible, SPIDR Tech will provide a quote for any increase or decrease in the cost of or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees a representative of each party will sign the Change Control Approval Request Form. The Project Manager will communicate the scope change to all project team members and stakeholders and initiate update of the relevant project documents.

If the scope change request is NOT approved, no further action is required.

5.12.5 Change Control Board

The CCB is the approval authority for all proposed scope change requests. The purpose of the CCB is to review scope change requests, impacts on the project risk, scope, cost, and schedule, and to approve or deny each change request. The CCB is comprised of the Sponsor, Project Team and Key Stakeholders.

5.12.6 CCB Roles and Responsibilities

The following are the roles and responsibilities for all change management efforts related to the project:

Role	Responsibilities
Project Sponsor	· Review and approve/deny scope change requests to budgets, schedules and/or project deliverables
Project Manager	· Receive and log all scope change requests received · Work directly with vendors, appropriate ITSD technical resources and client SMEs to collect information needed to estimate and complete the request · Maintain Change Request Log · Approve/deny changes that have minimal impact to scope, cost and/or schedule · Update the Change Control Board as needed
Project Team, Subject Matter Expert(s)	· Originate change requests based on project needs · Provide all applicable information and detail on change request forms · Be prepared to address questions regarding any submitted change requests · Provide feedback as necessary on impact of proposed changes · Requests from team members should be discussed with the Project Manager and/or Team Lead prior to submitting an official change request · Review change requests pending approval and provide input as needed / requested

Table 6 – Change Management Roles and Responsibilities

5.13 Work Breakdown Structure and Schedule

5.13.1 Schedule Management Approach

SPIDR Tech Project Manager is responsible for scheduling the contract Scope of Work. SPIDR Tech's management personnel shall actively participate in the development of the project schedule so that the intended sequences and procedures are clearly understood by SPIDR Tech's organization. The COSA Project Manager will review and approve the final tasks that appear in SPIDR Tech project schedule.

Project schedules are created using Microsoft Excel (or equivalent software) starting with the deliverables and milestones identified in the project's Work Breakdown Structure (WBS). Activity definition identifies the specific work packages which must be performed to complete

each deliverable and milestone. Activity sequencing is used to determine the order of work packages and assign relationships between project activities. Activity duration estimating is used to calculate the number of work periods required to complete work packages. Resource estimating is used to assign resources to work packages in order to complete schedule development.

The project schedule shall identify detailed activities, scheduling, and show relationships between activities and similar milestone activities. Once a preliminary schedule has been developed, it is reviewed by the Project Team. The Project Team and resources must agree to the proposed work package assignments, durations, and schedule. Once this is achieved the COSA Project Manager will baseline the schedule.

5.13.2 Schedule Control

The project schedule is reviewed and updated as necessary on a weekly basis with actual start, actual finish, and completion percentages. The COSA Project Manager is responsible for holding weekly schedule updates/reviews, determining impacts of schedule variances, processing schedule changes and reporting schedule status in accordance with the project's communications plan.

The Project Team is responsible for participating in weekly schedule updates/reviews, communicating any changes to actual start/finish dates to the project manager and participating in schedule variance resolution activities as needed.

5.13.3 Schedule Changes and Thresholds

If a schedule change is necessary, the COSA Project Manager and Project Team will review and evaluate the change. They must determine which tasks are impacted, variance as a result of the potential change and any alternatives or variance resolution activities they may employ to see how it would affect the scope, schedule, and resources. If, after this evaluation is complete, the COSA Project Manager determines that any change will exceed the established boundary conditions, then a schedule change request must be submitted.

Submittal of a schedule change request to the project sponsor for approval is required if either of the two following conditions is true:

- The proposed change is estimated to increase the duration of an individual work package by 10% or more.
- The change is estimated to increase the duration of the overall baseline schedule or deliverable.

When agreement has been reached on the number of days to be included in an overall time extension or an extension to an intermediate milestone, the COSA Project Manager will take the Change Request to the CCB. Upon the CCB approval, the revised project schedule with the extensions will become the basis for any future approved changes.

The SPIDR Tech's Project Manager shall incorporate activities representing the total value of approved change orders as each is approved. Change order activities shall be assigned unique activity codes such that they can be segregated in the project schedule.

6. Testing

A well-defined risk based testing approach is a mandatory part of any COSA project. At a minimum the following testing levels will be performed as a part of this project.

At a high level, testing should cover the following items:
- COSA Responsibility:
  - Verify instance data is consistent with database records.
  - Verify messages are consistent with requirements.
  - Review the acceptance criteria documentation.
  - Verify subdomain CNAME records are properly installed.
- SPIDR Tech Responsibility:
  - Verify instance data.
  - Address open issues, as needed.
  - Provide end-to-end testing of messaging system.
  - Prepare the acceptance criteria documentation for review prior to launch.
  - Confirm subdomain CNAME records are properly installed.

6.1 Unit Testing:

Definition: Testing of individual hardware or software components, modules or units. COSA will provide SPIDR Tech with an example Unit Testing Plan. The Business and the Vendor will determine collaboratively the plan. The plan will be written on a COSA-provided template.

Level	Owner	Objectives	Typical Key areas of Testing	Environment

Unit Test	Developer (Vendor Developer)	Detect defects in code, module, product, system, program, component or a function in units to show that the performance of these individual components are correct per requirements	Unit level component Testing, Unit level functional testing	Development
Test the Investigations Module	Developer (Vendor Developer)	Detect defects in code, module, product, system, program, component or a function in units to show that the performance of these individual components are correct per requirements	Unit level component Testing, Unit level functional testing	Development
Test the Patrol Module	Developer (Vendor Developer)	Detect defects in code, module, product, system, program, component or a function in units to show that the performance of these individual components are correct per requirements	Unit level component Testing, Unit level functional testing	Development
Test the Insights Module	Developer (Vendor Developer)	Detect defects in code, module, product, system, program, component or a function in units to show that the performance of these individual components are correct per requirements	Unit level component Testing, Unit level functional testing	Development
Test the CNAME records are properly installed	Developer (Vendor Developer)	Detect defects in code, module, product, system, program, component or a function in units to show that the performance of these individual components are correct per requirements	Unit level component Testing, Unit level functional testing	Development

Unit Testing Roles and Responsibilities	Vendor	City
Unit Testing	L	A
Documentation of test results	L	A

6.2 Interface Testing:

Definition: Testing in which software, hardware or interface components combined and tested to evaluate the interaction among them. This term is commonly used for both the Interface of components and the Interface of entire systems. This project will entail an Interface with the San Antonio Police Department's Computer Aided Dispatch (CAD) and Records Management System (RMS).

During this stage, SPIDR Tech will provide COSA a copy of the tested items and the outcomes of each test.

Level	Owner	Objectives	Typical Key areas of Testing	Environment
Interface	Developer (Vendor Developer and ITSD, where required will include additional parties)	Detect defects in unit interfaces, systems Interface, components interactions and interfaces Developer testing in coordination with other interface partners	System interfaces, unit interoperability and compatibility	Development
Test the RMS Interface, Powershell or JSON script, and task	Developer (Vendor Developer and ITSD, where required will include additional parties)	Detect defects in unit interfaces, components interactions and interfaces Developer testing in coordination with other interface partners	System interfaces, unit interoperability and compatibility	Development
Test the CAD Interface, Powershell or JSON script, and task	Developer (Vendor Developer and ITSD, where required will include additional parties)	Detect defects in unit interfaces, components interactions and interfaces Developer testing in coordination with other interface partners	System interfaces, unit interoperability and compatibility	Development

Interface Testing Roles and Responsibilities	Vendor	City
Interface Testing	L	R,S
Testing scripts	L	R,S
Test schedule	L	R,S
Documentation of test results	L	R,S,A

6.3 System Testing:

COSA will provide SPIDR Tech with an example System Testing Plan. The Business and the Vendor will determine collaboratively the plan. The System Testing must be signed off by COSA prior to moving forward with the project plan.

Definition: A formal testing conducted on a complete integrated system to evaluate the system's compliance with its specified functional and technical requirements. This testing is conducted before moving into formal UAT testing for business operational readiness and acceptance. System Testing verifies that functional and non-functional requirements have been met. Load and performance testing, stress testing, regression testing, etc. are subsets of system testing. All critical and high defects are fixed prior to UAT testing. System test completion and certification along with a demo of core functionalities in COSA test environment is mandatory to move into User Acceptance Testing (UAT).

Level	Owner	Objectives	Typical Key areas of Testing	Environment
System	Quality Assurance – if independent team Exists Functional SMEs and Technical Teams (Vendor and COSA ITSD...where required will include additional parties)	Test for overall test coverage for an application. Helps the team catch critical and high defects that hamper an application's core functionalities before release to UAT. The whole application is tested for its functionality, interdependency and communication. System plan, test cases and test completion certification is mandatory to enter into UAT.	End-to-End Functional, non-functional, Interfaces, data quality, performance, Regression, reports, Security etc.	Test

System Testing Roles and Responsibilities	Vendor	City
Develop System Test Plan	L	R,A,S
Testing scripts	L	R,A,S
Test schedule	L	R,A,S
Documentation of test results	L	R,S,A
System Test Completion Certificate	L	R,S,A

6.4 User Acceptance Testing:

City of San Antonio (COSA) creates and conducts User Acceptance Testing (UAT) in coordination with SPIDR Tech technical support and end users. SPIDR Tech shall provide any test scripts used for UAT so that COSA can review and customize these to conduct our user acceptance testing. A formal UAT shall be conducted by the City of San Antonio's business end user to determine acceptance of the system for operational use. SPIDR Tech shall support the UAT and fix any defects found during the testing. UAT completion and certification is mandatory to move the implementation into production.

Level	Owner	Objectives	Typical Key areas of Testing	Environment
Acceptance	Business End Users (Vendor, COSA ITSD, and COSA Business Users)	Demonstrate readiness for end user business deployment. UAT verifies that delivered system meets business user's requirements and system is ready for operational use in real time.	End user operational business processes, workflows and functionality and functional Requirements, permission levels, product usage meets the requirements.	Test

UAT Roles and Responsibilities	Vendor	City
Develop UAT Test Plan	S	L,R,A
Test scripts	S	L,R,A
Test schedule	S	L,R,A
Documentation of test results	S	L,R,A
User Acceptance Test Completion Certificate	S	L,R,A

6.5 Test Plan, Test Cases and Test Scripts:

SPIDR Tech shall provide System and UAT test plan, test cases and test scripts.

6.6 Test Coverage, Defect and Resolution Logs:

SPIDR Tech shall maintain and provide the test coverage, Defect and Resolution logs. COSA will provide the appropriate template for Test Coverage, Defect and Resolution Logs.

6.7 Test Completion Certification

SPIDR Tech shall provide System Test completion certification and assist COSA in UAT. COSA shall provide an example System Test completion certification. UAT completion certification is mandatory in order to move the implementation into production.

7. Training

SPIDR Tech will provide SPIDR Tech platform training that will consist of face-to-face instruction, and live webex demonstrations. SPIDR Tech shall review the training material with COSA prior to the start of the actual training. All webex sessions can be recorded and will be reusable by COSA.

- Administrative User Training
- "Spotlight" Dashboard User Training
- Train-the-Trainer Training

- UAT Tester Training

Training Courses	Quantity	Number of Students per Course	Number of Hours per Course
UAT Tester Training (After System Testing Completion and Prior to User Acceptance Testing in Testing environment to avoid sending out data to citizens, limit to testers)	4	45	1.5
Dashboard Training	2	25	.5
Admin Training	2	20	1
Train the Trainer	2	20	1

Training Roles and Responsibilities	Vendor	City
Training Plan	L	R,A
Training Material Development	L	R
Training Material Review	L	R
Distribution and Printing of Training Material to all end users	S	L
Training	L	S

8. Configuration Management

SPIDR Tech uses JIRA for Configuration Management. SPIDR Tech tasks resources on a bi-weekly "sprint." During each sprint, SPIDR Tech stakeholders will assess the scope of our sprint, making alterations on an as-needed basis. The Project Manager, VP of Engineering, and the Product Manager must be in agreement in order to make a material change during an active sprint. After each sprint, SPIDR Tech holds a "sprint retrospective" meeting, followed by a "sprint planning" meeting. COSA will be informed of SPIDR Tech's sprint planning sessions, and COSA's deployment requirements will be tasked and prioritized by the Project Manager using JIRA. All work related to COSA will be placed in an "epic" where SPIDR Tech can track work required, status, and progress specific to COSA.

9. Project Deliverables and Milestones

9.1 Deliverable Ownership

The following table identifies the roles and responsibilities associated with documentation and delivery of required deliverables services. The table attempts to define the lead role, but it is expected that both SPIDR Tech and the COSA will work collaboratively to develop the documentation. An "L" Lead (develop core document), "R" Review, "S" Support, or "A" Approve is placed in the column under the party that will be responsible for performing the task.

Deliverables		Vendor	City
1.	Project Kick-Off – Technical Memorandum	L	A
2.	Project Management Plan – Project Characteristics	L	S
3.	Project Management Plan –Directory of SPIDR Tech team contact points	L	A
4.	Requirements Traceability Matrix	L	S
6.	Training Plan, and System Training Material	L	A
7.	Weekly Progress Report – Meeting Minutes	L	R
8.	Project Management Plan – Project Schedule	L	S
9.	Project Management Plan – Communication Plan	L	S
10.	Project Management Plan – Risk Management Plan	L	S
11.	Weekly Progress Report – Risk and Issues Logs	L	S
12.	Application hardware and system software requirements documentation	L	R
13.	Gap Analysis	L	S
14.	User Acceptance Testing Plans and Schedule	S	L
15.	User Acceptance Test Completion Certificate	S	L
16.	User Acceptance Testing Scripts	S	L

No.	Description		
17.	To-Be Process Documentation and report	L	S
18.	As-Is Process Documentation	R	L
19.	System Security Plan and Risk Assessment	S	L
20.	Project Management Plan – Work Breakdown Structure	L	S
21.	Project Acceptance and Closure	L	A
22.	Service Level Agreement	L	A
23.	Special Reports	L	R
24.	Project Management Plan – Dependency Network Diagram	L	A
25.	Project Management Plan – Project Organization	L	A
26.	Monthly Progress Reports – Narrative Report	L	A
27.	Monthly Progress Reports – Progress Schedule	L	A
28.	System Test Plan and Schedule	L	R,S,A
29.	System Test Completion certificate	L	R,S,A
30.	System Test Scripts	L	R,S,A
31.	Documentation of test results defect and issue logs	L	R,S,A
32.	Training Plan	L	R,A
33.	Training Material	L	R

34.	Distribution and Printing of Training Material to all end users	S	L
35.	Train the Trainer Session	L	S
36.	Train all users	S	L
40.	Configuration Documentation	L	R,S,A
42.	Interface Documentation (RMS and CAD)	L	R,S,A

9.2 Payment Milestones and Deliverables

SPIDR Tech will provide this service to the City of San Antonio on a fixed fee with deliverables based payments. The projected cost of this project is $730,200. The City of San Antonio will be billed on the invoice schedule below. The Milestone Value is full value for each deliverable payment. The net due at each Payment Milestone is the net of Milestone Value minus the Retention 10% holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final Payment Milestone:

Requirement Reference	#	Milestone/Deliverable Description	Scheduled Date	Contract %	Retention %	Value
1.5	1	SOW Complete and Contract Signed	4/28/2020	10	10	10.00
2.6	2	Kickoff Complete	1 week post council approval	10	10	10.00
	3	Development of RMS Interface is Complete	30 days	15	10	10.00
	4	Development of CAD Interface is Complete	45 days	15	10	15.00
	5	Testing Acceptance is Complete	20 days	20	10	20.00
	6	Launch is Complete	30 days	30	0	30.00
Total						100.00

9.3 Deliverable Acceptance Criteria

No	Deliverable Acceptance Criteria Description
1	SOW is complete and contract is signed.
2	Kickoff meeting is complete. Stakeholders and sponsors will be identified.
3	Develop RMS Interface with Mark43: SPIDR Tech will receive API credentials from Mark43 and will build COSA's Interface, COSA Resource will perform Unit Testing in SPIDR Tech's testing environment. Testing will need to occur in RMS Training environment. SPIDR Tech recommends using the current Mark43 testing environment to build the Interface, test the Interface, and once testing has completed, switch to production when Mark43 switches to production data. This way testing can be done with test data, reducing risk to COSA and SPIDR Tech.
4	Development of CAD Interface is complete: SPIDR Tech and COSA, in collaboration, will develop an Interface to send required CAD data to SPIDR Tech's API. SPIDR Tech will provide data requirements, example scripts, and Quality Assurance testing. Unit, Interface, and System testing will be performed. All documentations must be approved by COSA.
5	UAT completes successfully with NO open HIGH or CRITICAL defects. COSA will provide the UAT plan and scripts in collaboration with SPIDR Tech and SAPD.
6	Launch is complete: SPIDR Tech will begin sending messages to San Antonio Police Department victims and callers. Closeout documents must be approved and signed off. Training (train-the-trainer) is complete: SPIDR Tech will deliver training sessions and will provide training materials as outlined in the SOW.

All project deliverables will be reviewed and signed-off on within ten business days of notification that the deliverable is complete.

10. Software and Hardware

SPIDR Tech shall list any specific software and hardware requirements for this project and who is responsible for each.

COSA is responsible for installing a modern browser onto staff computers in order to access the SPIDR Tech platform. Modern browsers include Chrome, Firefox, Safari, and Edge. One of these browsers is needed in order to access an optimized version of the SPIDR Tech platform.

11. Assumptions and Constraints

To identify and estimate the required tasks and timing for the project, certain assumptions and constraints were made and are listed below. If an assumption is invalidated at a later date, the activities and estimates will be adjusted accordingly:

11.1 Assumptions

SPIDR Tech assumes that approximately two weeks (up to 10 business days) of SPIDR Tech staff performing on-site engineering time will be necessary to complete the Interface and quality assurance in a timely manner. If additional time on-site is necessary, COSA will approve and reimburse SPIDR Tech for travel expenses associated with the trip. SPIDR Tech will not charge COSA for any additional manhours associated with the trip. Remote support will be provided by SPIDR Tech during the Interface period at no additional charge.

11.2 Constraints

SPIDR Tech's proposal included up to two weeks of engineering resources in order to support the building of the Interfaces and performance of Quality Assurance. If additional time on-site is necessary, COSA will approve and reimburse SPIDR Tech for travel expenses associated with the trip. SPIDR Tech will not charge COSA for any additional manhours associated with the trip. Remote support will be provided by SPIDR Tech during the Interface period at no additional charge.

12. Recurring Costs

List if any recurring costs exist for this project. Include any specific licenses, subscription costs, maintenance costs.

No	Description	Amount
1	First year fee: Year 1 annual software-as-a-service, maintenance, and support fee; including the one-time deployment fee.	$730,200
3	Year 2 annual software-as-a-service, maintenance, and support fee	$715,200
4	Year 3 annual software-as-a-service, maintenance, and support fee	$715,200

5	Year 4 annual software-as-a-service, maintenance, and support fee	$715,200
6	Year 5 annual software-as-a-service, maintenance, and support fee	$715,200
	TOTAL	**$3,590,000**

13. Post Go-live Technical support and Warranty

SPIDR Tech shall provide sufficient post go-live support after implementation to support the optimal usage of the solution. Defects in the production system are captured and must be corrected during the 90 day warranty phase. Each of these defects are reviewed through the change control process to determine the impact on the system, level of effort for change and the impact to the end users. Once the changes have been approved, each of the maintenance fixes goes through the design, development, and test phases prior to being released into production. SPIDR Tech warrants that the Software will function substantially in accordance with its Documentation. As the COSA's sole exclusive remedy for breach of this warranty, SPIDR Tech will, at its option, fix the defective Software.

14. Service Level Agreement

SPIDR Tech's SLA was provided as an attachment to their response to the RFCSP. It is incorporated to this SOW by reference. Below is an excerpt from the SPIDR Tech SLA for San Antonio. Please refer to the SLA for all remedies available.

> "During the term of the applicable SLA, SPIDR Tech's API will be operational and available to the Client at least 99.99999% of the time in any calendar month. Note that even during API down-time (for whatever reason), once the API availability is reestablished, SPIDR Tech can receive "lost" data. The platform will generate and send any messages that can still be reasonably sent. This reduces the number of messages failed even during unexpected API outage."

SPIDR Tech shall provide a well-defined SLA and will contain the following components as examples at a minimum:

1. Type of service to be provided:
   It specifies the type of service and any additional details of type of service to be provided.

2. The service's desired performance level, especially its reliability and responsiveness: A reliable service will be the one which suffers minimum disruptions in a specific amount of time and is available at almost all times.

3. Service Availability rate, times and downtime: For example, "At a minimum 100% availability, 24/7 etc"

4. Monitoring process and service level reporting: This component describes how the performance levels are supervised and monitored. This process involves gathering of different type of statistics, how frequently these statistics will be collected and how these statistics will be accessed by the customers.

5. The steps for reporting issues with the service: This component will specify the contact details to report the problem to and the order in which details about the issue have to be reported. The contract will also include a time range in which the problem will be researched and resolved.

6. Response and issue resolution time-frame: Response time-frame is the time period by which the service provider will start the investigation of the issue. Issue resolution time-frame is the time period by which the current service issue will be resolved and fixed.

7. Repercussions for service provider not meeting its commitment: If the provider is not able to meet the requirements as stated in the SLA then service provider will have to face consequences. These consequences may include customer's right to terminate the contract or ask for a refund for losses incurred by the customer due to failure of service.

8. Disaster Recovery Mechanism (for cloud Solutions)
9. Business continuity (for cloud solutions)
10. Service Scheduled maintenance and unscheduled maintenance process(for cloud Solutions)
11. Backup mechanism (for cloud Solutions)

   12. Process for adding, testing and deploying modifications or enhancements to the solution

15. Appendix - Requirements

The Requirements Traceability Matrix (RTM) is incorporated to this SOW.
RTM