



**CITY OF SAN ANTONIO**  
*PURCHASING AND GENERAL SERVICES DEPARTMENT*

REQUEST FOR OFFER (“RFO”) NO.: 6100013829

**DIGITAL REFERRAL AND CASE MANAGEMENT PLATFORM**

Date Issued: April 20, 2021

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM, CT May 7, 2021**

Responses may be submitted by any of the following means:  
Electronic submission through the Portal  
Email submissions

Offer Due Date: 10:00 A.M. CT, May 7, 2021

RFO No.: 6100013829

Offeror's Name and Address

Staff Contact Person: KRISTEN MCAVOY, PROCUREMENT MANAGER, P.O. Box 839966, San Antonio, TX 78283-3966

Email: [KRISTEN.MCAVOY@SANANTONIO.GOV](mailto:KRISTEN.MCAVOY@SANANTONIO.GOV)

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## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

### Restrictions on Communication.

Offerors 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 RFO or offers from the time the RFO 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 RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror’s response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City’s request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Offerors 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 proposals.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference 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. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror’s responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City’s request. Failure to comply with City’s request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’s expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Offeror’s Due Diligence.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City’s website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

### Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive, or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers submitted electronically may be withdrawn electronically.

### Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

### Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 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 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 RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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

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

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

<https://ethics.state.tx.us/forms/conflict/>

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

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

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

#### CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, 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 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.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 Scope of Services

In November 2020, San Antonio voters approved the SA Ready to Work program, a four-year program designed to help workers who either lost their jobs or are unemployed due to the coronavirus pandemic and to address generational poverty in San Antonio.

The City of San Antonio's Ready to Work (SARTW) and Train for Jobs Success (TFJS) require a unified platform to coordinate and manage workforce training and career placement activities associated with qualified cases. Signify Health shall meet these requirements for case management and referrals. Business partners interested in working with these programs will be required to work within systems and processes that conform to the City's custom workflow intake, assessment, case management, and outcome tracking functionality. The program will be operational on October 1, 2021.

The following are goals and objectives for this engagement:

- Develop a unified platform to coordinate and manage workforce training and career placement activities
- Establish data exchanges between multiple partners to facilitate data collection through all phases of workforce programs
- Enable the ability to capture a longitudinal social record that includes elements of intake, assessment and case management
- Track and report on Program Outcomes across all partner organizations to ensure:
  - 100% of the eligibility requirements are met
  - 75% of the target populations are included
  - 80% of certificates are completed
  - 70%-80% of degrees are completed
  - 80%-90% of jobs are placed
  - 80% of jobs are retained
  - 90% of wages are increased
  - 100% of referrals are to an appropriate service provider
  - 75% positive scores on participant surveys
  - 75% positive scores on program evaluations

The City seeks services to develop, configure, customize, test and deploy the solution. The preferred scenario will be determined through a collaborative Discovery and Design process. The solution shall support the following scenario possibilities.

1. Intake, assessment, case management, and outcome tracking in the solution
2. Intake and assessment in the solution, case management in a partner solution, and outcome tracking in the solution
3. Intake, assessment, and case management in a partner solution and outcome tracking in the solution

Elements of intake and assessment occur in a public-facing Applicant Portal developed by City, with source record responsibility to be determined.

The solution will:

- Configure up to two workflows for intake, assessment, case management, and tracking
- Develop one custom report based on target outcome measures.
- Develop additional custom reports as requested by the City, based on target outcome measures.
- Configure the application to work with Lightweight Directory Access Protocol (LDAP) for City employees (single sign on)
- Develop a data feed for GIS address validation and equity score assignment
- Provide integration for data exchange with the City's Applicant Portal
- Provide data feeds from RTW partner organizations
- Provide data import from the City's Client Track system used by TFJS
- Provide 90 days of optimization/warranty

## **4.2 Timeframe**

Project implementation is estimated to begin upon notice of award with productive use beginning October 1, 2021. SHI International Corp., (SHI) shall provide an overview of the approach to this project to support the timeline.

## **4.3 Resources and Skills**

SHI shall provide a breakdown of the resources that will be assigned to this project.

## **4.4 Project Management**

A Project Manager will be provided by SHI. The SHI Project Manager will manage:

- Status of project plan tasks and changes to plan
- Customer resources required in the short term
- New risks to be tracked and mitigated risks to be closed
- Schedule changes
- Scope changes that may require a Change Request
- Milestones attained
- Notification of any invoicing from Signify Health to SHI GS

The SHI Project Manager will be the City's primary point of contact for this engagement and 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.

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

The SHI Project Manager shall have sole responsibility to coordinate SHI's work to meet project requirements and to notify the City of all conflicts that cannot be accommodated through proper coordination of the project.

The SHI Project Manager shall submit copies of each major deliverable for review and evaluation by the City Project Manager. Contract deliverables shall be submitted for a minimum of one round of review and comments by the City. SHI shall be responsible for incorporating all comments and resubmitting as directed by the City until final approval is achieved.

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

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

The City will provide the following in support of the solution implementation:

1. Access to IT staff to support the implementation
2. Access to business staff for configuration planning and testing
3. Timely approval of workflow design
4. Review and approval of data integration tests
5. Assistance in scheduling staff for planning and training

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. The SHI Project Manager and City Project Manager will be responsible for setting 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.

Within fifteen (15) calendar days after execution of the Project Kickoff meeting, a project management plan (PMP) will be reviewed by the City 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 the City 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, the City will hold review sessions providing feedback to the SHI Project Manager.

1. Project Characteristics described in general terms that reflect the requirements of the City
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

Within fifteen (15) calendar days after execution of the Project Kickoff meeting, a project management plan (PMP) will be reviewed by the City project management team.

## 4.5 Deliverables and Responsibilities

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 SHI 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 Signify team contact points | L      | A     |
| 4. Requirements Traceability Matrix                                  | L      | S     |
| 5. Data Conversion Mapping Files                                     | 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     |
| 13. Gap Analysis from Discovery                                      | L      | S     |
| 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. Design Demo and Approval   | L      | R,S,A |
| 29. Data Integration Test and Approval                               | 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. Electronic distribution of Training Material to all end users    | S      | L     |
| 35. Train the Trainer Session  | L      | S     |
| 36. Train all users  | S      | L     |
| 37. Software Requirements Specification Document                     | L      | S     |
| 40. Configuration Document   | L      | R,S,A |
| 41. Customization Document   | L      | R,S,A |

## 4.6 Scope and Change Control

### 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 City 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 City 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 City Project Manager will present the deliverable Acceptance Criteria and the Sponsor will accept the deliverable via email or document signature.

### Roles and Responsibilities

The City 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   |
|---|--|
| City Project Manager                        | <ul style="list-style-type: none"><li>• Approve or deny scope change requests that have minimal project impacts to schedule, budget and/or scope</li><li>• Facilitate scope change requests</li><li>• Evaluate impact of scope change requests</li><li>• Organize and facilitate change control meetings</li><li>• Communicate outcomes of scope change requests</li></ul> |
| City Sponsor                                | <ul style="list-style-type: none"><li>• Approve or deny scope change requests</li><li>• Evaluate need for scope change requests</li><li>• Review and accept/deny project deliverables</li></ul>  |
| City Project Team, Subject Matter Expert(s) | <ul style="list-style-type: none"><li>• Participate in defining change resolutions</li><li>• Evaluate the need for scope changes and communicate them to the City Project Manager, as necessary</li><li>• Update project documents upon approval of all scope changes</li></ul>  |

### Scope Change Control

Proposed scope changes are initiated with a scope change request by the City 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

## 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.

The City may request scope changes in or additions to the services being provided hereunder by completing a Change Control Approval Request Form. If SHI deems the changes feasible, SHI 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 Project Change Control Approval Request Form. All changes will be finalized in accordance with Section 006, Amendments. 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.

## 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.

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

| Role  | Responsibilities   |
|---|--|
| City Project Sponsor                        | <ul style="list-style-type: none"> <li>• Review and approve/deny scope change requests to budgets, schedules and/or project deliverables</li> </ul>  |
| City Project Manager                        | <ul style="list-style-type: none"> <li>• Receive and log all scope change requests received</li> <li>• Work directly with vendors, appropriate ITSD technical resources and client SMEs to collect information needed to estimate and complete the request</li> <li>• Maintain Change Request Log</li> <li>• Approve/deny changes that have minimal impact to scope, cost and/or schedule</li> <li>• Update the Change Control Board as needed</li> </ul>  |
| City Project Team, Subject Matter Expert(s) | <ul style="list-style-type: none"> <li>• Originate change requests based on project needs</li> <li>• Provide all applicable information and detail on change request forms</li> <li>• Be prepared to address questions regarding any submitted change requests</li> <li>• Provide feedback as necessary on impact of proposed changes</li> <li>• Requests from team members should be discussed with the Project Manager and/or Team Lead prior to submitting an official change request</li> <li>• Review change requests pending approval and provide input as needed / requested</li> </ul> |

## 4.6 Pricing

Tiered pricing will be required for the deployment / implementation portion of this initiative. Attachment A – Price Schedule will provide for an opportunity to blend the development and tiered subscription rates to be identified per pre-defined deliverable.

## 4.7 RFO Response

A response to this RFO will require that SHI submit a general methodology for delivery of the requested system, a draft Statement of Work (SOW) and any additional license or end-user license agreements that the City must review and approve for use of the product / subscription.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or JUNE 17, 2021, whichever is later, and the contract shall terminate on December 31, 2021.

Parties acknowledge BuyBoard Cooperative Purchasing Contract number 579-19 expires on December 31, 2021 and any renewals and extensions are contingent upon the City's adoption, and incorporation into this contract by amendment, of a subsequently awarded cooperative contract, at City's sole discretion.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for four additional one-year period(s). 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 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.

### Cooperative Contract Provisions.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 579-19 through BUY BOARD PURCHASING COOPERATIVE.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.**

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.



If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

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

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

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

| <b>INSURANCE TYPE</b>   | <b>LIMITS</b>  |
|---|--|
| 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:<br>a. Premises/Operations<br>b. Products/Completed Operations<br>c. Personal/Advertising Injury<br>d. Contractual Liability<br>e. Independent Contractors<br>f. Damage to property rented by you | For Bodily Injury and Property Damage<br>\$1,000,000 per occurrence;<br>\$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.   |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles  | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence  |
| 5. Professional Liability (Claims-made Coverage)  | \$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.<br><br>Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service. |
| 6. Cyber Liability  | \$1,000,000 per claim<br>\$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.  |

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor 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). Vendor 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. Vendor shall pay any costs incurred resulting from said changes.

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with 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, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of 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, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City 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.

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

#### High Technology Procurement.

#### Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify 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 Vendor 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 City.

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

Either:

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

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

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

Vendor further agrees to:

assume the defense of any claim, suit, or proceeding brought against 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 Contract,

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

Provided that:

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

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

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

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

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract 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. Vendor specifically disclaims any unilateral self-help remedies.

Federal Grant Funding Provisions.

2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules) are hereby incorporated by reference.

Suspension and Debarment. This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively. The contractor is required

to comply with 2 CFR 200, and must include the requirement to comply with 2 CFR 200, in any lower tier covered transaction it enters into.

By submitting an offer, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, while this offer is valid and throughout the period of any contract that may arise from this offer.

Procurement Of Recovered Materials. Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### Certification Regarding Lobbying Contract Clause

By submitting an offer, Contractor certifies that, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### STATE GRANT FUNDING REQUIRED AUDITING PROVISION.

Contractor agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### 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 – Price Schedule

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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.

### 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 RFO 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 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, 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 City as a result thereof. In addition, Vendor may be removed from 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 before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

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 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.

### 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](mailto: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.

### Information Required On Invoice.

All invoices must be in a form and content approved by 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. 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 City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date 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 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 DAY 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the 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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected 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 respondent 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 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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.

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.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "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. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

## 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 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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. 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 RFO 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.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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.

Certifications. Vendor warrants and certifies that Vendor 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.

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.

Venue. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters 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 and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with 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 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, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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 §2271.002 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, City reserves the right to deduct any delinquent taxes from payments that 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, 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 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 Amendment 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.**

**007 - SIGNATURE PAGE**

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

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

Offeror Information

Please Print or Type

|                         |                                  |
|-------------------------|----------------------------------|
| Vendor ID No.           | <u>1223695478500</u>             |
| Signer's Name           | <u>Victoria Pubyłski</u>         |
| Name of Business        | <u>SHI Government Solutions</u>  |
| Street Address          | <u>3828 Pecana Trail</u>         |
| City, State, Zip Code   | <u>Austin, TX 78749</u>          |
| Email Address           | <u>Victoria_Pubyłski@shi.com</u> |
| Telephone No.           | <u>(512) 983-6502</u>            |
| Fax No.                 | <u>(512) 732-0232</u>            |
| City's Solicitation No. | <u>RFO 6100013829</u>            |

Victoria Pubyłski  
Signature of Person Authorized to Sign Offer

**NOTE:**

SHI's proposal submitted here is being offered under our current State of Texas BuyBoard 579-19 contract. Any resulting contract will be subject to terms and conditions in the BuyBoard Contract, with the intention that those terms will govern in lieu of any terms and conditions in this RFP. SHI's goal is to establish mutually agreeable terms with COSA.

## 008 - 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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

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

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

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect 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 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 City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

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

Specifications - a description of what City requires and what Offeror 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 offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

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



# DIGITAL REFERRAL AND CASE MANAGEMENT PLATFORM

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## Statement of Work

Prepared for City of San Antonio



Account Executive: Katie Helm | Email: [Katie\\_Helm@SHI.com](mailto:Katie_Helm@SHI.com) | Phone: 512-299-3549

Proposal Date: 4/30/2021

# CITY OF SAN ANTONIO PROPOSAL FOR SERVICES

## 1. OVERVIEW

SHI Government Solutions (“SHI GS”) is pleased to submit this proposal for services to support City of San Antonio (“Customer”) and provide access to a collaborative platform through which certain workflows and data feeds will be developed, implemented, and maintained (“Services”). We have assisted many customers with similar projects and our team of experienced consultants are dedicated to providing you a successful implementation.

City of San Antonio has identified the following goals and objectives for this engagement:

- Develop a unified platform to coordinate and manage workforce training and career placement activities
- Establish data exchanges between multiple partners to facilitate data collection through all phases of workforce programs
- Enable the ability to capture a longitudinal social record that includes elements of intake, assessment and case management
- Track and report on Program Outcomes across all partner organizations to monitor:
  - 100% of the eligibility requirements are met
  - 75% of the target populations are included
  - 80% of certificates are completed
  - 70%-80% of degrees are completed
  - 80%-90% of jobs are placed o 80% of jobs are retained
  - 90% of wages are increased
  - 100% of referrals are to an appropriate service provider
  - 75% positive scores on participant surveys
  - 75% positive scores on program evaluations

## 2. SCOPE OF SERVICES

The following services will be provided in this engagement:

SHI GS will provide Services to develop, configure, customize, test and deploy the solution for the SA Ready to Work (RTW) and Training for Job Success (TFJS) programs. The solution shall support the following scenario possibilities. The preferred scenario will be determined through a collaborative Discovery and Design process.

1. Intake, assessment, case management, and outcome tracking in the solution
2. Intake and assessment in the solution, case management in a partner solution, and outcome tracking in the solution
3. Intake, assessment, and case management in a partner solution and outcome tracking in the solution

Elements of intake and assessment occur in a public-facing Applicant Portal developed by City of San Antonio, with source record responsibility to be determined. The solution will:

- Configure up to two workflows for intake, assessment, case management, and tracking
- Develop one custom report for each workflow based on outcome measures determined by the City of San Antonio
- Develop additional custom reports as requested by the City of San Antonio
- Configure the application to work with Lightweight Directory Access Protocol (LDAP) for City of San Antonio employees (single sign on)
- Develop a data feed for GIS address validation and equity score assignment
- Deliver a data extract of data collected as part of the workflows
- Provide user licenses to platform analytics tool
- Provide integration for data exchange with the City of San Antonio's Applicant Portal
- Provide data feeds from partner organizations
- Provide data import from the City of San Antonio's Client Track system
- Provide 90 days of optimization/warranty

SHI GS will provide Application Services, which includes the following:

1. Hosting - SHI GS will configure, install, house, maintain, modify and operate the computer equipment, servers, and other software, network equipment and components and bandwidth/connectivity required to make the platform available via the internet to end users.
2. Maintenance – SHI GS will make the platform accessible to end users twenty-four (24) hours a day, seven (7) days a week; provided, however, that the platform may be inaccessible due to downtime or scheduled downtime.

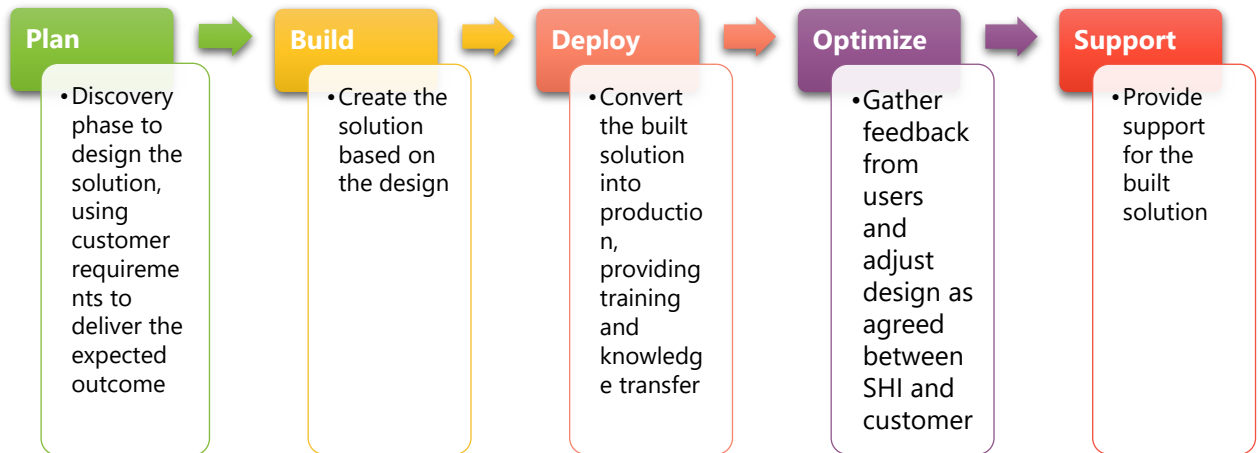
- 3. Support Services – SHI GS will make available to Customer both telephone and email support from 8 am to 6 pm CT, Monday – Friday, not including holidays.

Within the first 30 days of the project, the City of San Antonio and SHI GS will jointly develop plans for the following:

- Testing
- Training
- System Security Plan
- Service Level Agreement

### 3. TECHNICAL DELIVERY METHODOLOGY

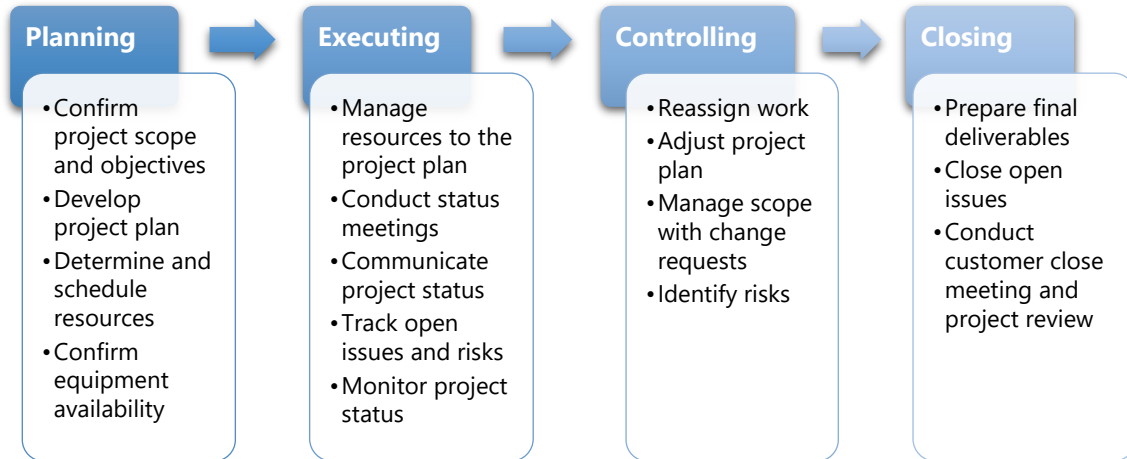
This engagement will be delivered using the Plan-Build-Deploy-Optimize-Support methodology as described below:





## 4. PROJECT MANAGEMENT METHODOLOGY

This project will be managed using the *SHI GS Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:



### 4.1. Project Kickoff Meeting

This project will begin with a kickoff meeting designed to introduce the teams, review project responsibilities, review the project schedule and provide a foundation for communications and collaboration. Kickoff meeting will be scheduled after execution of SOW.

### 4.2. Project Management Plan (PMP) Documentation

After the Project Kickoff meeting, a project management plan (PMP) will be jointly developed by SHI GS and Customer's project management teams. The PMP fully describes the Project, and Risk requirements for executing the work planned for each phase of the Project.

1. Project Characteristics described in general terms that reflect the requirements
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

### 4.3. Discovery and Design Sessions

SHI GS will conduct collaborative Discovery and Design sessions to discuss, gather, and understand the project requirements, the Customer's vision of the project outcomes, and understand project challenges and opportunities. These sessions clarify the goals of the project

and establishes the foundation for SHI GS to develop project deliverables that meet Customer expectations. These sessions help SHI GS to understand the Customer’s As-is processes and to develop To-be processes for workflows, data integration and reporting.

#### 4.4. Project Status Reporting Meeting

Project status meetings will be held on a regular basis. 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. 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. Determine how activities behind schedule will be expedited and secure commitments from parties involved.
4. Discuss whether scheduled revisions are required to ensure that current and subsequent activities will be completed within the project schedule.

#### 4.5. Project Status Reports

SHI GS will prepare and deliver a Project Status Report 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 a description of the progress achieved during the period, plans for the forthcoming period, problem areas and proposed solutions, delaying factors and their impacts, and an explanation of corrective actions taken or proposed.

## 5. PROJECT DELIVERABLES

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 SHI GS and Customer 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   | SHI GS | Customer |
|--|--------|----------|
| 1. Project Kick-Off – Technical Memorandum                       | L      | A        |
| 2. Project Management Plan – Project Characteristics             | L      | S        |
| 3. Project Management Plan –Directory of SHI team contact points | L      | A        |
| 4. Requirements Traceability Matrix                              | L      | S        |
| 5. Data Conversion Mapping Files                                 | 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     |
| 13. | Gap Analysis from Discovery                                   | L | S     |
| 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. | Design Demo and Approval                                      | L | R,S,A |
| 29. | Data Integration Test and Approval                            | 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. | Electronic distribution of Training Material to all end users | S | L     |
| 35. | Train the Trainer Session                                     | L | S     |
| 36. | Train all users   | S | L     |
| 37. | Software Requirements Specification Document                  | L | S     |
| 40. | Configuration Document  | L | R,S,A |
| 41. | Customization Document  | L | R,S,A |

## 6. PROJECT DURATION

The estimated project duration is seven (7) months (6/17/2021 – 12/31/2021)\*. SHI GS will work with City of San Antonio to provide the required resources to meet a target activation of October 1, 2021. In addition, the schedule assumes reasonable access to City of San Antonio resources and does not allow for holidays, vacations, and unforeseen delays in deliveries. Data integration elements are dependent on the availability of resources from the connecting partner organizations.

*\*Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

This SOW may be renewed under the same terms and conditions for four additional one-year period(s). Renewals shall be in writing from the City of San Antonio, subject to and contingent upon appropriation of funding therefore.

## 7. PROJECT TEAM

SHI GS will provide the following resources for this engagement:

| Resource                               | Role   | Involvement          |
|--|--|----------------------|
| <b>Director of Community Solutions</b> | Oversees all aspects of SHI GS's relationship with the Customer for the lifetime of the engagement | Length of contract   |
| <b>Project Manager</b>                 | Tracks progress of project and coordinates communication   | Through optimization |
| <b>Designer</b>                        | Leads discovery process to understand workflow requirements and customizes platform accordingly    | Through optimization |
| <b>Director of Data Integration</b>    | Defines elements for data feeds, maps data to platform fields, coordinates mechanism of ingestion  | As needed            |
| <b>Reporting Analyst</b>               | Develops custom dashboard for each workflow to capture proscribed metrics                          | As needed            |
| <b>Director of Training</b>            | Creates user handbooks for custom workflows, facilitates training, provides ongoing user education | As needed            |

## 8. SUCCESS CRITERIA

Following is the list of milestones and success criteria for each milestone:

| Milestone  | Success Criteria  |
|--|---|
| Milestone 0 – Project kickoff  | Kickoff meeting completed with Customer and SHI GS; weekly meeting cadence established                                    |
| Milestone 1 – Discovery process & design work for RTW workflow         | Designer meets with Customer SMEs to begin discovery phase for RTW workflow   |
| Milestone 2 – Discovery process & design work for RTW & TFJS workflows | Designer meets with Customer SMEs to continue the discovery phase for RTW and TFJS workflows, and present draft workflows |
| Milestone 3 – Single Sign On integration                               | Single Sign On is completed to connect Customer and Signify systems for users   |
| Milestone 4 – Design for RTW & TFJS workflows                          | Designer will meet with Customer SMEs to present build of RTW and RFJS workflows in the Signify platform                  |

|  |   |
|--|---|
| Milestone 5 – Client Track Import                                      | Data import will be completed to transfer required data from Client Track to Signify  |
| Milestone 6 – Design work for RTW & TFJS workflows                     | Designer will meet with Customer SMEs to adjust Signify workflow and reports based on feedback after activation                             |
| Milestone 7 – GIS data feed  | Data integration between Customer and SHI GS is complete for the purpose of populating Signify data fields based on Customer’s GIS mapping  |
| Milestone 8 – Multi-org inbound data feed                              | Data integration is complete to allow for Signify to ingest a standard and recurring data file from any of Customer’s partner organizations |
| Milestone 9 – Multi-org data feed SFTP setup for 5 organizations       | Each organization sending a standard data file to Signify will have an SFTP exchange established  |
| Milestone 9 – Multi-org outbound data feed                             | Data integration is complete to allow for Signify to export a standard and recurring data file to any of Customer’s partner organizations   |
| Milestone 10 – City’s Applicant Portal inbound data feed               | Data integration is complete to allow for Signify to ingest a standard and recurring data file from Customer’s Applicant Portal             |
| Milestone 11 – City’s Applicant Portal outbound data feed              | Data integration is complete to allow for Signify to export a standard and recurring data file to Customer’s Applicant Portal               |
| Milestone 12 – Activation and 6 virtual trainings complete             | Training classes are complete for Customer and partner organizations to utilize RTW and TFJS workflows in Signify                           |
| Milestone 13 – Maintenance for 5 data feeds                            | Monthly maintenance of active data feeds  |
| Milestone 14 – Optimization process for RTW & TFJS workflows begins    | Designer will meet with Customer SMEs to adjust Signify workflow and reports based on feedback after activation                             |
| Milestone 15 - Maintenance for 5 data feeds                            | Monthly maintenance of active data feeds  |
| Milestone 16 – Optimization process for RTW & TFJS workflows continued | Designer will meet with Customer SMEs to adjust Signify workflow and reports based on feedback after activation                             |
| Milestone 17 – Maintenance for 5 data feeds                            | Monthly maintenance of active data feeds  |
| Milestone 18 – Optimization process for RTW & TFJS workflows completed | Designer will meet with Customer SMEs to adjust Signify workflow and reports based on feedback after activation                             |

|  |  |
|--|--|
| Milestone 19 – Establish recurring data extract  | Data extract files from Signify will be setup for recurring delivery to Customer SFTP  |
| Milestone 20 – Ancillary Design and Development Services                                 | Ancillary Design and Custom Development services are completed (as outlined and described in request document agreed upon by Customer and Signify) |
| Monthly hosting, support and maintenance for RTW & TFJS workflows, and active data feeds | Monthly hosting, support and maintenance   |

## 9. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this SOW.

1. SHI GS is not responsible for lost data. SHI GS recommends that City of San Antonio perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. City of San Antonio is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI GS to determine availability.
4. SHI GS will not develop applications as a part of this Statement of Work.
5. SHI GS is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from City of San Antonio.
6. Any restrictions or requirements regarding the SHI GS consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
7. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of City of San Antonio. All wiring, hardware, and software required to perform the above services are in working order.
8. City of San Antonio will provide a technical point of contact during the time of this project.
9. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
10. The preferred solution will be developed through collaboration between SHI GS and the City of San Antonio during the Discovery and Design process.
11. No Ancillary Design and Development Services will be provided without a change order authorizing such charges.

## 10. CUSTOMER RESPONSIBILITIES

Both City of San Antonio and SHI GS are responsible for the successful execution of this Project. City of San Antonio agrees to the following assigned responsibilities:

- Prior to the start of this engagement, City of San Antonio will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for City of San Antonio in all aspects of the Project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between City of San Antonio and SHI GS is made through the SHI GS project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI GS project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI GS may request that meetings be scheduled with Technical Contacts.
- City of San Antonio will inform SHI GS of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- City of San Antonio will provide, at no expense to SHI GS: computer hardware, software, and necessary access to the Customer network as required to complete work described in this SOW.
- City of San Antonio is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- City of San Antonio agrees that all related information regarding this project will be communicated to SHI GS as expeditiously as possible.

## 11. PRICING AND PAYMENT SCHEDULE

SHI GS proposes to deliver the services described here for a fixed price as set forth below. SHI GS may prospectively adjust the fees contained herein by providing written notice to Customer at least thirty (30) days prior to any Renewal Term. Customer shall have thirty (30) days to object in writing to any fee increase.

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 4/30/2021.

Please refer to **Attachment A - Price Schedule** for pricing.

### 11.1. Billing Terms

SHI GS will inform City of San Antonio when a milestone (see Payment Schedule above) has been completed. If City of San Antonio is not satisfied the milestone conforms to the specifications as stated in the SOW, City of San Antonio will notify SHI GS within fifteen (15) calendar days in writing or by email. City of San Antonio will provide SHI GS with a reasonably detailed list of deficiencies in the delivered milestone. If City of San Antonio fails to provide SHI GS with a detailed rejection notice, the milestone shall be deemed accepted and SHI GS will proceed with invoicing in accordance with the Payment Schedule.

All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order.

## 12. TRAVEL

No travel is required for this engagement.

## 13. TERMS AND CONDITIONS

This SOW is subject to and governed by the terms and conditions set forth in the following contract documents:

- Cooperative Purchasing Contract number 579-19, BuyBoard Purchasing Cooperative (RFO Exhibit I)
- Request for Offer from the City of San Antonio for Digital Referral and Case Management Platform
- Master Services Agreement between the City of San Antonio and Signify Health



- Signify Health Terms of Use (Attachment B)

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

## 14. CONTACT INFORMATION

| Project Point of Contact (Customer Contact) |  |
|---|--|
| Name:                                       | Kevin Goodwin  |
| Email Address:                              | <a href="mailto:Kevin.goodwin@sanantonio.gov">Kevin.goodwin@sanantonio.gov</a> |
| Phone Number:                               | 210-207-5840   |
| Send Invoices To:                           |  |
| Name/Department:                            |  |
| Address:                                    |  |
| City, State, Zip:                           |  |
| Email Address:                              |  |
| Phone Number:                               |  |
| Can invoices be sent via email?             | Yes <input type="checkbox"/> No <input type="checkbox"/>                       |

| Work Location     |  |
|-------------------|--|
| Address:          |  |
| City, State, Zip: |  |

## 15. STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI GS to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The SHI GS assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI GS project manager and the SHI GS Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project

Kickoff, the SHI GS Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

| <b>City of San Antonio</b> | <b>SHI Government Solutions</b> |
|----------------------------|---------------------------------|
| Signature:                 | Signature:                      |
| Print Name:                | Print Name:                     |
| Title:                     | Title                           |
| Date:                      | Date:                           |

009 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

***Project Costs – (one-time fees)\****

| Service   | Deliverable Price | Extended Price |
|---|-------------------|----------------|
| Monthly recurring fee for initial term for custom workflows | \$ 3,600.00       |                |
| On-site Training  | \$ 1,680.00       |                |
| Remote Training   | \$ 1,440.00       |                |
| Data Feed Development & Activation                          | \$ 12,300.00      |                |
| Data Feed Maintenance                                       | \$ 300.00         |                |
| Multi-Organization Data Feed SFTP                           | \$ 1,200.00       |                |
| One Time Data Import  | \$ 6,000.00       |                |
| Reporting & Analytics                                       | \$ 78.00          |                |
| Recurring Data Extract                                      | \$ 6,000.00       |                |
| Single Sign On  | \$ 6,000.00       |                |
| Ancillary Design & Development Services                     | \$ 270.00         |                |

(\*Prices above are for additional/optional services if requested during project. Prices not included in scope for SOW or SOW total.)

***Project Costs – Discovery, Design, Data Integration, Reporting, Development (one-time fees)***

| Milestone/Deliverable  | Estimated Date | Deliverable Price | Extended Price |
|--|----------------|-------------------|----------------|
| Milestone 0 - Project kickoff  | 6/17/2021      | \$ 0              | \$ 0           |
| Milestone 1 - Discovery process & design work for RTW workflow         | 6/17/2021      | \$ 4,875 (x1)     | \$ 4,875       |
| Milestone 2 - Discovery process & design work for RTW & TFJS workflows | 7/15/2021      | \$ 4,312.50 (x2)  | \$ 8,625       |
| Milestone 3 - Single Sign On integration                               | 7/15/2021      | \$ 7,375          | \$ 7,375       |
| Milestone 4 - Design for RTW & TFJS workflows                          | 8/15/2021      | \$ 4,312.50 (x2)  | \$ 8,625       |
| Milestone 5 - Client Track Import                                      | 8/31/2021      | \$ 7,375          | \$ 7,735       |
| Milestone 6 - Design for RTW & TFJS workflows                          | 9/15/2021      | \$ 4,312.50 (x2)  | \$ 8,625       |
| Milestone 7 - GIS data feed  | 9/15/2021      | \$ 13,937.50      | \$ 13,937.50   |
| Milestone 8 - Multi-org inbound data feed                              | 9/15/2021      | \$ 13,937.50      | \$ 13,937.50   |
| Milestone 9 - Multi-org data feed SFTP setup for 5 organizations       | 9/15/2021      | \$ 1,475 (x5)     | \$ 7,375       |
| Milestone 10 - Multi-org outbound data feed                            | 9/15/2021      | \$ 13,937.50      | \$13,937.50    |

|  |            |                  |                   |
|--|------------|------------------|-------------------|
| Milestone 11 - City's Applicant Portal inbound data feed               | 9/15/2021  | \$ 13,937.50     | \$ 13,937.50      |
| Milestone 12 - City's Applicant Portal outbound data feed              | 9/30/2021  | \$ 13,937.50     | \$ 13,937.50      |
| Milestone 13 – Activation and 6 virtual trainings complete             | 9/30/2021  | \$ 1,687.50 (x6) | \$ 10,125         |
| Milestone 14 - Maintenance for 5 data feeds                            | 10/1/2021  | \$ 537.50 (x5)   | \$ 2,687.50       |
| Milestone 15 - Optimization process for RTW & TFJS workflows begins    | 10/1/2021  | \$ 4,312.50 (x2) | \$ 8,625          |
| Milestone 16 - Maintenance for 5 data feeds                            | 10/15/2021 | \$ 537.50 (x5)   | \$ 2,687.50       |
| Milestone 17 - Optimization process for RTW & TFJS workflows continued | 11/1/2021  | \$ 4,312.50 (x2) | \$ 8,625          |
| Milestone 18 - Maintenance for 5 data feeds                            | 11/15/2021 | \$ 537.50 (x5)   | \$ 2,687.50       |
| Milestone 19 - Optimization process for RTW & TFJS workflows completed | 12/1/2021  | \$ 4,312.50 (x2) | \$ 8,625          |
| Milestone 20 - Establish recurring data extract                        | 12/15/2021 | \$ 7,375         | \$ 7,375          |
| Milestone 21 - Ancillary Design and Development Services (100 hours)   | 12/31/2021 | \$ 281.25 (x100) | \$ 28,125         |
| <b>Total Project</b>   |            |                  | <b>\$ 202,125</b> |

***Application Services – Hosting, Support & Maintenance (recurring)***

| Subscription Term 1/1/22 – 12/31/22                                | Quantity | Monthly Price | Extended Price    |
|--|----------|---------------|-------------------|
| Workflow 1   | 12       | \$ 3,750      | \$ 45,000         |
| Workflow 2   | 12       | \$ 3,750      | \$ 45,000         |
| Data Feed 1  | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 2  | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 3  | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 4  | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 5  | 12       | \$ 312.50     | \$ 3,750          |
| Project Management   | 12       | \$ 600        | \$ 7,200          |
| <b>Renewal Term 1/1/22 – 12/31/22 – Total Application Services</b> |          |               | <b>\$ 115,950</b> |

| Subscription Term 1/1/23 – 12/31/23                                 | Quantity | Monthly Price | Extended Price    |
|---|----------|---------------|-------------------|
| Workflow 1  | 12       | \$ 3,750      | \$ 45,000         |
| Workflow 2  | 12       | \$ 3,750      | \$ 45,000         |
| Data Feed 1   | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 2   | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 3   | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 4   | 12       | \$ 312.50     | \$ 3,750          |
| Data Feed 5   | 12       | \$ 312.50     | \$ 3,750          |
| Project Management  | 12       | \$ 600        | \$ 7,200          |
| <b>Renewal Term 2 1/1/23 – 12/31/23– Total Application Services</b> |          |               | <b>\$ 115,950</b> |

| Subscription Term 1/1/24 – 12/31/24 | Quantity | Monthly Price | Extended Price |
|-------------------------------------|----------|---------------|----------------|
| Workflow 1                          | 12       | \$ 3,750      | \$ 45,000      |
| Workflow 2                          | 12       | \$ 3,750      | \$ 45,000      |
| Data Feed 1                         | 12       | \$ 312.50     | \$ 3,750       |
| Data Feed 2                         | 12       | \$ 312.50     | \$ 3,750       |
| Data Feed 3                         | 12       | \$ 312.50     | \$ 3,750       |
| Data Feed 4                         | 12       | \$ 312.50     | \$ 3,750       |
| Data Feed 5                         | 12       | \$ 312.50     | \$ 3,750       |
| Project Management                  | 12       | \$ 600        | \$ 7,200       |

|  |  |  |                   |
|--|--|--|-------------------|
| <b>Renewal Term 3 1/1/24 – 12/31/24 – Total Application Services</b> |  |  | <b>\$ 115,950</b> |
|--|--|--|-------------------|

| Subscription Term 1/1/25 – 12/31/25 | Quantity | Monthly Price | Extended Price |
|-------------------------------------|----------|---------------|----------------|
| Workflow 1                          | 12       | \$ 3,750      | \$ 45,000      |
| Workflow 2                          | 12       | \$ 3,750      | \$ 45,000      |
| Data Feed 1                         | 12       | \$ 312.50     | \$ 3,750       |
| Data Feed 2                         | 12       | \$ 312.50     | \$ 3,750       |

|  |    |           |                   |
|--|----|-----------|-------------------|
| Data Feed 3  | 12 | \$ 312.50 | \$ 3,750          |
| Data Feed 4  | 12 | \$ 312.50 | \$ 3,750          |
| Data Feed 5  | 12 | \$ 312.50 | \$ 3,750          |
| Project Management   | 12 | \$ 600    | \$ 7,200          |
| <b>Renewal Term 4 1/1/25 – 12/31/25 – Total Application Services</b>     |    |           | <b>\$ 115,950</b> |
| <b>Total Contract (including all project costs &amp; recurring fees)</b> |    |           | <b>\$ 665,925</b> |