



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")
NO.: **6100016892; 24-022**

**ENTERPRISE ASSET MANAGEMENT SYSTEM (EAMS) /
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) SOLUTION**

Date Issued: **OCTOBER 30, 2023**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
2:00 p.m., CENTRAL TIME, DECEMBER 18, 2023

Proposals may be submitted by the following means:
Electronic submission through the portal

Response submissions will only be accepted electronically

Proposal Due Date: 2:00 p.m., Central Time, December 18, 2023

RFCSP No.: 6100016892; 24-022

Proposal Bond:	Performance Bond:	Payment Bond:	Other:
No	No	No	No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: No DBE / ACDBE Requirements: None

Pre-Proposal Conference * YES

*If YES, the Pre-Submittal Conference will be held at 3:00 p.m., Central Time, on November 14, 2023, via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Number: 1-415-655-0001 | **Access Code:** 2632 643 5788 | **Meeting Password:** COSA

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m06741b3b6f95e362ff01872c89d64f42>

Staff Contact Person: MARISOL AMADOR, PROCUREMENT SPECIALIST III

Email: MARISOL.AMADOR@SANANTONIO.GOV

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “black out” period.

****For this solicitation, the first day contributions are prohibited is November 14, 2023. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

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

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

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

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically. Respondent must comply with the Restrictions on Communication section of this RFCSP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. A modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

Forms Requiring Signatures.

Signature Page. Respondent's electronic submission constitutes a binding signature for all purposes.

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

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

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

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

Catalog Pricing. (This section applies to proposals using catalog pricing.)

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in in any of the following

formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date. These price lists are subject to approval of City's Finance Department.

Specified items identified herein, if any, are for overall proposal 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.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before December 4, 2023, at 2:00 PM CST. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

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

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

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person for information 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 the City.

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed in a Table of Contents page. For electronic submissions, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. Scoring of pricing for proposals is 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" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal 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” bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An “All or None” bid is one in which City will award the entire contract to one respondent only. City reserves the right to delete line items prior to award.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the proposal. 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. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer’s reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item’s suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within seven (7) calendar days of City’s request. Failure to comply with City’s request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent’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.

Respondent's Due Diligence.

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

Respondents 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 RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

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

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

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

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

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

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

Sections:

Venue, Jurisdiction and Arbitration

Indemnification

Insurance Requirements

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

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 2:30 p.m. CT on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001

Meeting number (access code): 2630 003 5297

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to evaluate pricing 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" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued. City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

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 RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to City that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent'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 proposal price, either per line item or total proposal 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 ten (10) days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal 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 bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP 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://www.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 Procurement Division will not deliver the forms to the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

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

Submit **one (1) COMPLETE** proposal response electronically through SAePS. Respondent must comply with the Restrictions on Communication section of this RFCSP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

Respondent shall limit information regarding any reference to the Respondent's proposed price to the respective section designated for this information. PLACING PRICE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S

PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

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

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

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

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

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

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
1. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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

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

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX. Complete and submit the Technical Requirements Traceability Matrix as Attachment F.

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment G.

THIRD PARTY VENDOR IT CLOUD SECURITY QUESTIONNAIRE. Complete and submit the appropriate Third-Party Vendor IT Cloud Security Questionnaire as Attachment H if the solution being proposed is SaaS.

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. Respondent must complete and return Form 1295 with the proposal submitted, as Attachment I. 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 ten (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.

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

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further

information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (45 points)

Price (20 points)

004 - SPECIFICATIONS / SCOPE OF SERVICES

The purpose of this RFCSP is to provide, implement, and maintain a Web-Based Enterprise Asset Management System (EAMS) / Computerized Maintenance Management System (CMMS) including software licenses, implementation services, training, data migration and loading as well as ongoing technical support to manage assets and locations, service requests, work orders, preventative maintenance, equipment and tools, inventory, personnel and labor, service provider assets, revenue and chargebacks, reporting and dashboards, documentation and mobile applications. The system proposed shall provide a fully functioning EAMS/CMMS solution with a full complement of essential enterprise asset management tools and functionalities which incorporate and leverage industry best practices. The City of San Antonio, Aviation Department (the “City” or “Aviation”) is seeking a single vendor to be responsible for delivery of the scope of services.

Airports’ demand for maintenance services and support is a 24/7/365 operation given the asset-intensive environment. Airports operate as “*mini-cities*” which cover large geographic areas with above and below ground infrastructure. Airports have numerous buildings and structures - from large and complex terminal facilities to a broad array of ancillary facilities supporting central plant, office/administration, airline and airport operations support, etc. Airports also contain ground transportation networks to support passenger traffic to, from and within the airport. Due to the complexity of airports, the need for high levels of service, support and response are pertinent.

All the above are challenges which EAMS/CMMS software can help manage more effectively and efficiently. The Aviation Department intends to have an EAMS/CMMS which delivers on-demand maintenance, preventive maintenance, and scheduling to reduce response time to repair requests; minimize lost productivity from facility downtime; elevate funding visibility and acceptance; and ensure overall satisfaction in the life cycle of the San Antonio Airport System, which includes San Antonio International Airport (“SAT”) and Stinson Airfield (“SSF”). Furthermore, the EAMS/CMMS will assist Aviation Department stakeholders in proactively establishing a true Enterprise Asset Management program based on industry standards and best practices as SAT plans to spend \$2.0-\$2.5B for new terminal and airfield improvement programs over the next 8-10 years.

GOALS & OBJECTIVES

The Contractor shall implement the enterprise business design based on their fit-gap against the SAT requirements (see Attachment E – Functional Requirements Matrix and Attachment F – Technical Requirements Matrix), and then develop the associated detailed integrated work program covering all necessary activities. The Contractor will also establish the development and testing environments by installing the proposed software and utilizing Aviation Provided datasets. The Contractor will configure the EAMS/CMMS to be consistent with enterprise business design - based on the functional requirements developed by SAT - and implement the system to realize those requirements, consistent with applicable best practices and minimal customization and disruption to ongoing Aviation Department business operations. The Aviation Department has been using an interim solution – Net Facilities – since 2018.

SCOPE OF SERVICES

4.1 Project Scope and System Overview

The selected Respondent shall provide all labor, materials, equipment, mobilization, training, fees, expertise, and knowledge to provide an EAMS/CMMS web-based software solution which, at a minimum, includes the following:

- a. A solution which meets City of San Antonio Aviation Department's Functional and Technical Requirements (see RFCSP Attachments E and F).
- b. All proposed software
- c. Web hosting and maintenance
- d. Software licensing and support
- e. Implementation services
- f. Post-implementation support services
- g. Warranty for the implemented solution through 1 year after the final go-live production
- h. Training, including development of training materials
- i. Pricing as specified in the Pricing Schedule
- j. Disaster Recovery
- k. Migration and loading of Aviation Department provided Data Sets

4.2 Business Requirements

The City is seeking a qualified professional firm to provide a commercial-off-the-shelf ("COTS") EAMS/CMMS and Consulting Services for its implementation and any other related services which may arise or be required by the City (the "EAMS/CMMS Project"). The selected firm (the "Contractor") will assist Aviation Department management with a phased project to configure and install the appropriate software and automate business processes and functionalities in the following areas.

4.3 Phase One (i.e., "Base Bid") Components

4.3.1 Core System Functionality

- a. Asset Management
- b. Inventory Management
- c. Parts Ordering, Receiving, Picking, Issuing
- d. Corrective Work Order Management
- e. Preventative Work Orders Management
- f. Project-related Work Order Management
- g. Vendor Management
- h. Time Tracking
- i. Service Requests
- j. Contracts Management
- k. Activities Calendar
- l. Vendor Costs Tracking
- m. Downtime Tracking
- n. Meter Readings
- o. Barcodes/QR Codes/Rfid Tag Capabilities for Assets and Inventory
- p. Purchase Orders
- q. Financial Center
- r. Mobile Work Order Management
- s. Mobile Inventory Management
- t. GIS Integration
- u. Ad Hoc Reporting/Standard Out of The Box Reports
- v. Up to twenty (20) Custom Reports
- w. System Role-Based Dashboards and Key Performance Indicators (KPIs)

4.3.2 Other Mandatory System Requirements

- a. Sufficient User software subscriptions/licenses for the end users listed in Section 4.9 Training
- b. Unlimited number of Requestors to access and create Service Requests
- c. Mobile Applications compatible with City mobile phone infrastructure
- d. Training and Ongoing Technical Support
- e. 100% availability of the Web Application
- f. Ability to incorporate Aviation Department provided Data Sets

4.4 Additional Optional Functionality

In addition to the “core” of Phase One described above, the City is contemplating future phases to implement additional functionalities to enhance Aviation Department operations through the EAMS/CMMS platform. Examples of such functionality include:

- a. Facilities Inspections (Desktop and Mobile)
- b. Part 139 Airfield Inspections (Desktop and Mobile)
- c. Safety Management System (SMS) (refer to FAA Order 8000.369C)
- d. Airport Information Management System (AIMS) Integration via Google Cloud
- e. Predictive Work Orders (including analytics)
- f. Integration with other existing or anticipated City or SAT systems (e.g., Building Automation, Timekeeping, BIMS, SCADA, SAP Procurement, SAP Financial, etc.).

Respondents and their proposed solutions are **not required** to furnish these functionalities as part of this solicitation. Respondents who can furnish only Phase One functionalities are encouraged to submit a bid as the Aviation Department considers and evaluates all options to identify the “*best fit*” solution for its Enterprise Asset Management goals and aspirations in the short-, near-, and long-terms. However, Respondents which can provide the Additional Optional Functionalities described above are strongly encouraged to demonstrate their ability to furnish these future phase functionalities in their response. This functionality can be provided in a number of ways:

- a. Through their own solution in a proprietary module or add-on
- b. Through proven third-party standalone software or add-on which integrates with their core solution and that the Respondent has integrated in prior implementations
- c. Through their solution’s ability to integrate with “*yet-to-be-determined*” third-party software such as a flexible and adaptable API which will permit future integrations or interfaces

4.5 COSA Technology Standards

The City of San Antonio Information Technology Services Department (ITSD) Technology Standards are included as RFCSP Exhibit 4. Respondent shall propose a solution that is compliant with those standards.

4.6 Usability and Accessibility

The City of San Antonio uses the Web Content Accessibility Guidelines (WCAG 2.1 AA) developed through the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) which provides web accessibility guidelines, technical specifications, and educational resources to help make the web accessible to all.

The City of San Antonio embraces the principles of Trust, Quality, and Inclusion (including access, usability, and usefulness to the resident and employee) through Human-Centered Design (HCD) and data-informed decisions. All digital products developed or delivered for the City will be required to conform with Exhibit 5 - Experience Design Standard and Exhibit 6 – DAO Contract Language.

Vendors who develop, deliver, and/or modify City of San Antonio (City) digital assets and channels must meet a fundamental requirement that all information and communications technology (ICT) must adhere to the City of San Antonio brand standards as outlined on [SA.gov/Brand](https://sa.gov/brand). Applicability of these standards will be determined by the Scope of Work (SOW) and based on the type of digital asset or channel.

Adherence to the standards is essential for conveying a consistent and unified message about the City to a range of audiences in various mediums, helps to create a professional and recognizable appearance that builds trust and recognition with residents and employees, and ensures that the City of San Antonio is represented in a consistent and cohesive way that reflects positively on our community and organization.

4.7 Project Management

- a. Contractor shall provide basic project management such as planning and facilitating necessary meetings, maintaining adherence to a timeline, and communicating with all pertinent parties involved.
- b. Discovery and Analysis – Contractor shall provide business analysis which may include business process analysis, creation of workflows, context diagrams, and data flow diagrams for the purpose of design and configuration documentation.
- c. Configuration-Contractor shall configure the system to the agreed upon standards and definitions determined by the requirements and interfaces outlined in this request and in the approved contract and Statement of Work (SOW).
- d. Implementation-Contractor shall implement services based on the agreed project product solution, plan and SOW. This may include setting up servers and other hardware in coordination with the City's Information Technology Services Department (ITSD). While An Agile Implementation Approach is desired, a traditional Waterfall approach may be utilized. A comprehensive implementation plan is required regardless of the Implementation Approach.
- e. Documentation-Contractor shall expect to provide adequate documentation to include project plans, a communications plan, change management plan, meeting notes, system design documentation, system test plan, test scripts, system test issues, resolution logs and results, training materials, and other product knowledge documentation.
- f. Change Management & Communication Plan- Contractor shall demonstrate a best practices approach and thorough understanding of the system, provide repetitive communication to end users and management to understand the upcoming changes, and what process changes need to be made by the Aviation Department with recommendations for a successful implementation and end user adoption.

4.8 Testing and Quality Assurance

- a. The City of San Antonio requires comprehensive testing rigor at appropriate milestones during system delivery. This includes unit testing, integration testing, system testing and user acceptance testing.
- b. Contractor will be required to follow a rigorous System Development Life Cycle for any required system development which will include planning, requirements, design, development, system testing, user acceptance testing and deployment.

- c. Required deliverables will include a functional requirements specification document(s), system design specification(s), and system and user acceptance test plan and test scripts. System testing completion and certification must be completed before user acceptance testing can begin.
- d. Contractor shall provide development, QA, Training and Production Environments.
- e. There will not be a data migration requirement, but the old system needs to be available for viewing in a read only manner.

4.9 Training

Contractor shall develop and provide custom training specific to end users. Following is the estimated count of the staff and job roles requiring training

- a. Technicians: 80
- b. Supervisors: 10
- c. System Administrators: 4
- d. Managers: 3

The training should cover the use of the systems and how these supports the end user business processes. The training should be in a classroom style format to promote better user knowledge on how to use the system and promote a positive system adoption.

4.10 Pricing

The proposed solution must account for all hardware, software, peripherals and professional services to include project management, discovery, analysis, testing, documentation, communication, change management and training required to implement, support and adopt the solution.

4.11 Warranty Period

A warranty period shall be included in the project plan that provides post go live assistance to the City as part of Contractor engagement and should be addressed as part of Contractor's proposal.

4.12 Statement of Work (SOW)

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

4.13 Documentation and Knowledge Transfer

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

4.14 Service Level Agreement (SLA)

The Selected Vendor shall provide an SLA narrative outlining the overall approach and process for issue resolution as part of this request. Day two support should be well defined for the Aviation Department and the City of San Antonio's Information Technology Services Department (ITSD).

4.15 Criminal Background Checks

- a. Vendor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Vendor shall retain all employee records, including any criminal background checks, for the retention period stated in section 014, General Terms and Conditions.
- b. Vendor is responsible for any costs incurred in conducting criminal background checks.

4.16 Compliance

Vendor shall provide and perform all services required in this RFCSP in compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to the Health Insurance Portability and Accessibility Act of 1996, as amended ("HIPAA"), the Privacy Rule, the Security Rule, and the Electronic Transportation Standards 45 CFR 160, 162, 164, respectively).

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract and continue in full force and effect for a five-year period after implementation/set up and City's final acceptance of the system.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) 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, therefor.

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 (3) 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.

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 proposed 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 numbers
- 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 ten (10) business days of request by City, and no later than five (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, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Aviation Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;

- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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 Aviation Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. If AOA access required \$5,000,000 CSL
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.
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

*If Applicable	
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CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. 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 CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'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.

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

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

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

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if 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 the City.

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

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

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

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

Vendor further agrees to

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

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

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

provided that

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

the Software or the equipment is used by the City in the form, state, or condition as delivered by 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 the City's negligent act or omission, and

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

Mandatory Federal Contract Provisions

I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III. Title VI Clauses Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the

interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as

if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

VI. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VII. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

Incorporation of Exhibits.

In connection with the services being provided, Vendor may need to operate certain information technology systems not owned by the City (Non-City Systems), which may need to interface with or connect to City's networks, internet access, or information technology systems (City Systems). Vendor shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. Vendor agrees to comply with all applicable City Administrative Directives as listed as Exhibits in the Table of Contents of this RFCSP, including but not limited to, Administrative Directive (AD) 7.4A, Acceptable Use of Information Technology, AD 7.8d, Access Control, and AD 7.3a, Data Security.

Incorporation of Attachments.

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

- Attachment A – Part One – General Information Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Functional Requirements Traceability Matrix
Attachment F – Technical Requirements Traceability Matrix
Attachment G – Veteran-Owned Small Business Program Tracking Form
Attachment H – Third Party Vendor IT Cloud Security Questionnaires
Attachment I – Certificate of Interested Parties Form 1295
Attachment J – Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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 the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the 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 to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP,

unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the 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 the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE 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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice

of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best 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.

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

INDEMNIFICATION.

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24-hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to

the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

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.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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 bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

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

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.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (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.

"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.

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.

"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.

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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

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

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

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

Acceptance Criteria

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

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

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

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

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

007 - SIGNATURE PAGE

Respondent, and co-respondent, if any, is required to register as a vendor with the City prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal Respondent represents that:

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

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

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

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

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

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

(S)he is authorized to submit this proposal on behalf of the entity and to bind Respondent to fully comply with the terms and conditions of City's RFCSP for the prices stated therein.

By submitting a proposal Respondent acknowledges that:

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions. I acknowledge that the contract to be awarded pursuant to this RFCSP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

008 - STANDARD DEFINITION

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 Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (1) respondent only.

Alternate Proposal - two (2) or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

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

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

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

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

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

Director – the Director of City’s Finance Department, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 – EXHIBITS

RFCSP EXHIBIT 1

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

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 2

ACCESS CONTROL (A.D.7.8.D)

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 3

COSA DATA SECURITY (A.D.7.3.A)

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 4

COSA TECHNOLOGY STANDARDS 2023

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 5

EXPERIENCE DESIGN STANDARD VERSION 1.0

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 6

DAO CONTRACT LANGUAGE FOR ACCESSIBILITY

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 7

NON-CITY EMPLOYEE PROVISIONING GUIDE

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 8

REIMBURSEMENT REPORTS

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 9

COSA TESTING POLICY

ATTACHED AS A SEPARATE DOCUMENT

RFCSP EXHIBIT 10

COSA TESTING STRATEGY

ATTACHED AS A SEPARATE DOCUMENT

010 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

Unique Entity ID (generated by SAM.gov): _____

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

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

☐ Partnership

☐ Corporation

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

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

- 4.** Is Respondent authorized to do business in the State of Texas?

Yes ____ No ____ If "Yes", provide Texas Secretary of State registration number..

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

- 12. Financial Review:** Is your firm publicly traded? Yes ____ No ____ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted. Do not include City of San Antonio contracts.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services Section 004 requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. (These may be the same projects identified as References.) Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing the types of solutions requested by the RFCSP. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. Describe Respondent's specific experience with public sector clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), and the Veteran-Owned Small Business Preference Program participation.
 - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contract prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
5. Additional Information. Provide any other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Provide response below each item.

A. Executive Summary

The Respondent shall outline in narrative form its understanding and ability to provide the solution and perform the services as outlined in Section 004, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.

B. Proposed Solution

1. Describe how the proposed solution meets the requirement outlined in **SECTION 004 – SCOPE OF SERVICES, Attachment E - Functional Requirements Matrix and Attachment F – Technical Requirements Matrix**. Additionally, the Respondent has the option to provide **additional** details/explanation for any of the requirements by listing the requirement number and the explanation in this section.
2. Describe how their solution will provide the required functionality and will operate either (1) On-premise under the current City of San Antonio's Information Technology Services Department (ITSD) infrastructure or as a (2) software-as-a-service (SaaS) solution operating within ITSD standards and requirements listed in this RFCSP.
3. Describe the Data Migration and Loading strategy utilizing Aviation Department provided Data Sets
4. Describe the testing strategy plan and training approach for the proposed solution.
5. Describe transition plan and knowledge transfer plan for the proposed solution.
6. Describe warranty period for the proposed solution.
7. Provide proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., hours, duration) needed from City by role.
8. Describe the pricing structure of their product without providing the actual cost in this section. Are there any future costs for maintenance or subscriptions? Explain the licensing cost structure, per user, subscription based, volume based, etc. Do not provide cost (provide cost in price schedule only). In this section only provide licensing and support cost structure.

C. Project Plan, Staffing Requirements and Proposed Organizational Chart

1. Provide an example of a comprehensive project plan with timeline. This plan should include project management methodology, implementation approach, change management plan and technical support personnel, with a brief description of each person's qualification and experience.
2. Provide a Project Organizational Chart, with proposed Respondent and any subcontractor staff that will be assigned to this project. Specific artifacts to be included in the description of the Respondent's Project Organization are:
 - a. High-level narrative description of the project team organization

- b. Organizational Chart including all roles of all members of the project team
- c. Proposed governance structure between Respondent and City team
- d. Approach for interaction with City project team
- e. Resource plan including:
 - i. Respondent resources
 - ii. Roles and Responsibilities of each team member of Respondent
 - iii. Percentage of time that each of the Respondent's proposed staff (whether key role or not) will be on-site or off-site and dedicated to the City Project.

D. Post Implementation Support and Maintenance

Provide details on its service and support and maintenance over the term of the contract. Details should include:

- 1. Hours and methods of contact for technical support, including normal operating hours and procedures for obtaining assistance during off hours.
- 2. How respondent address issues.
- 3. Guaranteed response times for both remote and on-site support
- 4. Locations of support technicians.

E. Additional Information:

- 1. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
- 2. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

RFCSP ATTACHMENT B

PRICE SCHEDULE

Indicate a fixed price per line item / sub-line item for performing the services and providing the commodities as specified in this RFCSP. **Respondent must propose fixed price for each item / sub-line item of the Price Schedule or Respondent's proposal may be deemed non-responsive.**

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

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or "\$0.00" will be determined by the City as Bidder will provide service to City at No Charge.

ATTACHED AS SEPARATE DOCUMENT

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information:
<https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the cover page of this RFCSP.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

FUNCTIONAL REQUIREMENTS TRACEABILITY MATRIX

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT F

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT H

THIRD PARTY VENDOR IT CLOUD SECURITY QUESTIONNAIRE

The appropriate questionnaire must be filled out and returned with the proposal if solution proposed is Software as a Service (SaaS). This questionnaire is not required for proposals consisting of on-premise solutions.

Please choose the appropriate questionnaire to complete based on the platform hosting the solution proposed:

AWS: Attachment H.1

Azure: Attachment H.2

Google: Attachment H.3

All other cloud platforms: Attachment H.4

All four questionnaire are ATTACHED AS A SEPARATE DOCUMENT.

RFCSP ATTACHMENT I

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT J

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit any reference to the Respondent's proposed price to the respective section designated for this information. PLACING PRICE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and Three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
Functional Requirements Traceability Matrix RFCSP Attachment E	
Technical Requirements Traceability Matrix RFCSP Attachment F	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment G	
Third Party Vendor It Cloud Security Questionnaire (if SaaS solution proposed) RFCSP Attachment H	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment I	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment J	
+ Addendum, if any	
One COMPLETE electronic copy	

+ Documents marked with a "+" on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of proposal.



ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposals for Enterprise Asset Management System (EAMS) / Computerized Maintenance Management System (CMMS) Solution (RFCSP 24-022, 6100016892), Scheduled to Close: Monday, December 18, 2023; Date of Issue: Monday, October 30, 2023.

FROM: Charisma Esparza
Procurement Manager

DATE: December 4, 2023

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

1. Add: The Pre-Submittal Meeting sign in sheet is attached to this Addendum I.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, INSTRUCTIONS FOR RESPONDENTS, PART A, PRE-SUBMITTAL CONFERENCE:

On Tuesday, November 14, 2023, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Request for Competitive Sealed Proposals for EAMS/CMMS Solution. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Are vendors required to file the State of Texas Conflict of Interest questionnaire (Form CIQ) and/or Form CIQ-A with the City Clerk prior to the submission of their bid, or after the contract is awarded?

Response: See Section 003 - Instructions for Respondents. If persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City meet the requirements of under §176.006(a) of Chapter 176 of the Texas Local Government Code, 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.

Question 2: Does the airport expect the selected vendor to provide the required hardware and operating system software for the EAM system?

- Response: For an on prem solution, it is preferred the selected vendor DOES NOT provide the required hardware and operating system for the EAMS/CMMS solution. However, the airport will consider solutions where the vendor does wish to provide it.
- Question 3: Does SAT prefer on prem or a hosted solution. The RFP seems to include both options?
- Response: A hosted system is the preferred solution; however, the airport will consider on prem solutions as well.
- Question 4: If a vendor is only offering a hosted solution, can they use the pricing sheet Hardware and Software tab or can they add a tab for hosting?
- Response: Use the Hardware and Software tab for pricing the proposed hosted solution.
- Question 5: Will bidding on the EAMS/CMMS project disqualify our organization from consideration for either project if we are currently talking with an Aviation department on another potential project consultation?
- Response: To properly answer this question, please provide specifics on the other Aviation potential projects.
- Question 6: Will the City please provide a list of pre-submittal attendees?
- Response: Yes, pre-submittal meeting sign in sheet is attached to this Addendum I.
- Question 7: What type of Project/Project work data is required to be captured in a work order?
- Response: Please see document "RFCSP Attachment E – Functional Requirements Traceability Matrix" Section 4 Work Order Management for the work data requirements.
- Question 8: Regarding the "call center/dispatch functions" listed in Attachment E - can you elaborate on the desired functionality?
- Response: Aviation operates a central call center for all maintenance requests. At a minimum, the solution shall allow for users in the call center - which is staffed with multiple concurrent users over multiple shifts - to quickly capture all details for a maintenance request (whether received by a call or email) in the system, easily view all open requests that the individual user entered as well as all those of other users, triage requests, identify potential duplicate requests and, ideally, group or link duplicate requests, potentially route requests for approval or rejection, convert requests into work orders as needed, and dispatch work orders within the solution to the appropriate maintenance groups. Respondents, however, can propose similar or alternative call center functionalities and provide details in their response.
- Question 9: Is the CMMS expected to trigger phone calls to users when requests come in?
- Response: The automatic triggering of phone calls is not a Technical nor Functional Requirement. However, if the respondent's solution offers such functionality – either via phone call, text or email – please include the details in your response.
- Question 10: Regarding the pricing sheet, we offer Chargeable Optional Enhanced EAM System Admin Support. On what tab can we include this optional annual pricing for the 5-year term and the 2-year option year term?
- Response: Please include this on the "Rate Sheet" tab of Attachment B – Price Schedule. Be sure to indicate the pricing is an annual amount and describe in detail what is included in this pricing.

Question 11: The Acceptance by City section of the General Terms and Conditions (RFCSP Section 006) states, "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." Is the City willing to consider modifications to this language or are these terms nonnegotiable?

Response: The City seeks to contract with vendors that are able and willing to comply with the City's terms and conditions as stated in the RFCSP.

Question 12: The Failure to Deliver section of the General Terms and Conditions (RFCSP Section 006) states, "When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible Respondents." Is the City willing to consider modifications to this language or are these terms nonnegotiable?

Response: See Response to Question 11.

Question 13: Are vendors required to submit a Conflict of Interest Questionnaire, linked on pg.12 of the RFP if they do not meet the requirements under Section 176.006(a), i.e. they do NOT have an employment or other business relationship with a local government officer, has NOT given any local government officer gifts, and does NOT have a family relationship with a local government officer? If the Conflict of Interest Questionnaire nor CIQ-A form does not need to be submitted because a vendor does not meet the requirements under Section 176.006(a), can a statement of the form's non-applicability be included in lieu of the form within the vendor's proposal response?

Response: See Response to Question 1.

Question 14: Who can vendors contact for support to complete Form 1295 - CERTIFICATE OF INTERESTED PARTIES? There is no contact information on the website.

Response: Contact information can be found at the bottom of the page of the website <https://www.ethics.state.tx.us/filinginfo/1295>.



Charisma Esparza
Procurement Manager
Finance Department - Procurement Division

City of San Antonio - Aviation Department
Request for Competitive Sealed Proposals
Enterprise Asset Management System / Computerized Maintenance Management System Solution

Pre-Submittal Conference Sign-in Sheet

Date: November 14, 2023 Time: 3:00 p.m. Central Time

Name		Company	Email Address
Marco A. Beltran	Special Projects Manager - Aviation Facilities	CoSA	marco.beltran@sanantonio.gov
Marisol Amadaor	Procurement Specialist III	CoSA	marisol.amador@sanantonio.gov
Doug Stoyko	Managing Consultant	The JW Group	dstoyko@thejwg.com
John Kokesh	Terminal Services Manager	CoSA	John.Kokesh@sanantonio.gov
Monica McKnight	AICC Manager	CoSA	Monica.McKnight@sanantonio.gov
Amanda Simmons	Assistant Operations Manager	CoSA	Amanda.simmons@sanantonio.gov
Ytevia Watts	IT Portfolio Manager	CoSA	Ytevia.watts@sanantonio.gov
Christyn Binder	Proposal Manager	EDI	Cbinder@aroraengineers.com
Brent Wilson	Sales Director	Woolpert	Brent.Wilson@Woolpert.com
Paul Litterer	Sr Commercial Manager	AeroCloud Systems Inc	Paul.Litterer@aerocloudsystems.com
Jonathan Green	Director, Airport Solutions	Trimble- Cityworks	Jonathan_green@trimble.com
Darrell Tucker	Director, Business Development	Projetechn, Inc	dtucker@projetechn.com
Scott Shaughnessy	Business Development	JLL	Scott.shaughnessy@jll.com
Adam Oliver	CMO	Electronic Data, LLC (EDI)	aoliver@aroraengineers.com
Lou Garcia	Principal	Timmons Group	Louis.garcia@timmons.com
Kleber Siqueira	Director	Navitas Consulting	Kleber@navitas-consulting.com
Ryan Francoforte	Business Development Manager	AtkinsRealis	rfrancoforte@atkinsrealis.com
Hannah Carrillo	Proposal Writer	Brightly Software, Inc.	Rfp@brightlysoftware.com
Patrick M	RFP Coordinator	eMaint Enterprises, LLC	Patrick.molling@fluke.com
Cody Gallegos	Sales	IFS Ultimo	cody.gallegos@ultimo.com
Gregory Hymel	Account Executive	Axim Geospatial	Greg.Hymel@aximgeo.com
Zach Bartlett	Client Solutions & Proposals Manager	Interloc Solutions, Inc.	Zbartlett@interlocsolutions.com
David Marshall	Capture Manager	The Arcanum Group, Inc	David.Marshall@theArcanumGroup.com
Jason Fields	Senior Account Executive	Accruent, LLC	jason.fields@accruent.com
Chris Donohue	Vice President	Stellar Services	Cdonohue@stellarservices.com
Danielle Medbery	Business Development Strategist	CDWG	danielle.medbery@cdwg.com

You are not required to provide your address, phone number or email address; however, doing so makes it easier to contact you about this solicitation if you have not yet registered in SAePS.

ALL INFORMATION PROVIDED BY YOU ON THIS FORM MAY BE POSTED ON THE CITY'S WEBSITE, OR OTHERWISE DISSEMINATED PUBLICLY, BY INCLUDING THE INFORMATION, YOU HEREBY AFFIRMATIVELY CONSENT TO THE RELEASE OF THE INFORMATION YOU PROVIDE.



ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposals for Enterprise Asset Management System (EAMS) / Computerized Maintenance Management System (CMMS) Solution (RFCSP 24-022, 6100016892), Scheduled to Close: Monday, December 18, 2023; Date of Issue: Tuesday, October 30, 2023.

FROM: Charisma Esparza
Procurement Manager

DATE: December 12, 2023

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

- 1. Change:** Proposal due date is hereby extended to **Friday, January 5, 2024, 2:00 p.m., Central Time.**

Charisma Esparza
Procurement Manager
Finance Department – Procurement Division



ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposals for Enterprise Asset Management System (EAMS) / Computerized Maintenance Management System (CMMS) Solution (RFCSP 24-022, 6100016892), Scheduled to Close: Friday, January 5, 2024; Date of Issue: Monday, October 30, 2023.

FROM: Denise Gómez-Esquivel, C.P.M., CPPB
Procurement Administrator

DATE: December 20, 2023

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS, PART A:

Below is a list of questions that were asked in accordance with RFCSP Restrictions on Communication. The City's official response to questions asked is as follows:

Question 1: There is conflicting information on the proposal submission format. Pg. 7, Proposal Format states: For electronic submissions, each separate section should be attached as a separate file, but Pg. 12, Part B, Submission Requirements states respondents must: Submit one (1) COMPLETE proposal response electronically through SAePS. Please verify if respondents should submit one complete response or upload each section separately.

Response: Respondent should upload each section separately and upload one complete proposal in a single document.

Question 2: RFCSP ATTACHMENT A, PART ONE asks respondents to provide "three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years." Due to the fact that many aviation authorities prohibit the provision of written reference letters for past clients, would the authority be willing to reduce the number of reference letters required, or make the reference letters optional so long as respondents are able to provide reference contact information for three past clients that the authority can then contact?

Response: Reference letters are required. These are supplemental to the proposal package specific to consideration of a firm's Experience, Background and Qualifications. If unable to provide the three (3) reference letters, please provide verification of attempt requesting stated document and reference response of being unable to provide. Note that failure to submit reference letters may impact scoring of a firm's proposal within the Experience, Background and Qualifications category.

- Question 3: Is the Airport Information Management System (AIMS) Integration via Google Cloud required? If so, please provide expectations and further context.
- Response: The *“Airport Information Management System (AIMS) Integration via Google Cloud”* described in *“Section 4.4. - Additional Optional Functionality”* of the RFCSP document is optional. However, Respondents are encouraged to describe any such integration their system can support.
- Question 4: Is the Predictive Work Orders (including analytics) Integration with Aviation Building Automation System required? if so, please provide further context & expectations.
- Response: The *“Predictive Work Orders (including analytics)”* described in *“Section 4.4. - Additional Optional Functionality”* of the RFCSP document is optional. However, Respondents are encouraged to describe any such integration their system can support.
- Question 5: Are all integrations required highlighted in the optional pricing tab of the Price Schedule document?
- Response: The integrations listed on the *“Optional Pricing”* tab of *“Attachment B – Price Schedule”* and further described in *“Section 4.4. - Additional Optional Functionality”* of the RFCSP document are provided as examples of optional functionality and are not required. This list is neither exhaustive nor comprehensive.
- Question 6: Are these the User Counts to use for Proposed Costs: Technician 80; Supervisor 10; System Administrator 4; Manager 3?
- Response: Yes, the estimated User Counts listed in section *“4.9 Training”* of the RFCSP document are to be used for calculating Proposed Costs. A Unit Price for each item shall be provided on a per user basis in *“Attachment B – Price Schedule”*.
- Question 7: What CMMS program are you coming from? Is data transfer required?
- Response: i) As per the *“Goals & Objectives”* paragraph located in section *“004 – Specifications / Scope of Services”* of the RFCSP document: *“The Aviation Department has been using an interim solution – Net Facilities – since 2018”*.
- ii) Aviation anticipates some data migration from the current CMMS into the new solution as well as data loading from additional sources such as spreadsheets. However, Aviation anticipates working with the successful Respondent to develop a value-maximizing data migration strategy whereby some historical data may be cleansed, normalized, and transferred to the new solution and other data may simply be archived. Beyond migration, Aviation is also currently undertaking a data collection effort to assemble essential EAM data in formatted templates for ready loading in anticipation of the new CMMS solution. Aviation confirms that it will provide these data sets in formatted spreadsheet templates for the successful Respondent to load into the new solution.
- Question 8: How many databases are in the old CMMS? Do they need to be transferred?
- Response: i) The exact number of databases in the old CMMS is not known at this time and will be determined in the Detailed Planning phase of the implementation.
- ii) Aviation anticipates some data migration from the current CMMS into the new solution as well as data loading from additional sources such as spreadsheets. However, Aviation anticipates working with the successful Respondent to develop a value-maximizing data migration strategy whereby some historical data may be cleansed, normalized, and transferred to the new solution and other data may simply be archived. Beyond migration,

Aviation is also currently undertaking a data collection effort to assemble essential EAM data in formatted templates for ready loading in anticipation of the new CMMS solution. Aviation confirms that it will provide these data sets in formatted spreadsheet templates for the successful Respondent to load into the new solution.

Question 9: Is onsite and virtual training welcome?

Response: Only onsite training will be acceptable as per section “4.9 Training” of the RFCSP document: *“The training should be in a classroom style format to promote better user knowledge on how to use the system and promote a positive system adoption”*.

Question 10: Would you like WO history transferred?

Response: Aviation anticipates some data migration from the current CMMS into the new solution as well as data loading from additional sources such as spreadsheets. However, Aviation anticipates working with the successful Respondent to develop a value-maximizing data migration strategy whereby some historical data may be cleansed, normalized, and transferred to the new solution and other data may simply be archived. Beyond migration, Aviation is also currently undertaking a data collection effort to assemble essential EAM data in formatted templates for ready loading in anticipation of the new CMMS solution. Aviation confirms that it will provide these data sets in formatted spreadsheet templates for the successful Respondent to load into the new solution.

Question 11: What is the purpose of the reimbursement reports document?

Response: The purpose of “RFCSP Exhibit 8 – Reimbursement Reports” in the RFCSP document is to provide a template for submitting driving mileage and parking expenses for reimbursement.

Question 12: The Acceptance Criteria section of the General Terms and Conditions (RFCSP Section 006) states, "Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Respondent." Does "retained balances" refer to the 10% retainage held by the city for final acceptance, any balance/contract cost that is unpaid following third notice of nonconformity / nonfunctionality, or any unpaid balance against that milestone/deliverable?

Response: “Retained balances” means any retained balances on hold with the City at the time the third notice is provided.

Question 13: Can you please provide the # of The City’s Estimated Concurrent Users (in production environment)?

Response: At this time, the estimated number of concurrent users is 50.

Question 14: Can you please provide the # The City’s anticipated Total Mobile Users?

Response: At this time, it is anticipated the Technicians and Supervisors will all be Mobile Users for a total of 90 users.

Question 15: Can you please provide the # of The City’s Estimated Concurrent Mobile Users (in production environment)?

Response: At this time, it is anticipated the Technicians and Supervisors will all be Mobile Users for a total of 90 users.

Question 16: Regarding Environment Parameters, can you please provide the following:

- a. Disaster Recovery Requirements
- b. High Availability Requirements
- c. Database Platform Preference (if any)
- d. Existing Database Time Zone (production)
- e. Approximate size of the Attached Docs storage?

Response: This information will be made available to the short-listed Respondents.

Question 17: Will the City provide Database licenses?

Response: No, the City will not provide Database licenses. All proposals shall provide a fully functioning EAMS/CMMS solution which includes licensing requirements.

Question 18: What are your data backup retention requirements?

Response: This information will be made available to the short-listed Respondents to facilitate the creation of their Best and Final Offer.

Question 19: Does the City's hosting require FedRAMP?

Response: No, the City's hosting requirements do not include FedRAMP.

Question 20: Can the City please provide the following:

- a. Number of assets
- b. Number of Device Metrics (Sensors)?
- c. Any other IOT data expected to be entered into system

Response: a. As per requirement T-16.006 in the "*RFCSP Attachment F – Technical Requirements Matrix*" spreadsheet: "*The system shall accommodate up to 250,000 assets across multiple sites*".

b. Currently Device Metrics are not part of the Technical nor Functional requirements. However, Respondents are encouraged to describe any such functionality their system can support.

c. Currently IOT data is not part of the Technical nor Functional requirements. However, Respondents are encouraged to describe any such functionality their system can support.

Question 21: What is the data that is planned to be integrated with SAP? Purchasing Information, Work Order Information, something else?

Response: The data to be integrated with SAP is not known at this time as the "*Integration with other existing or anticipated City or SAT systems (e.g., ... SAP Procurement, SAP Financial, etc.*" described in "*Section 4.4. - Additional Optional Functionality*" of the RFCSP document is optional. However, Respondents are encouraged to describe any integrations with SAP their system can support.

Question 22: Can you provide the approximate number of users by division?

Response: Facilities Maintenance - 73

AICC – 2

Parking – 3

Security – 3

Terminal Services – 4

Warehouse – 5

Environmental – 1

Planning & Administration - 1

Construction & Developmental - 1

Airfield OPS& Maintenance - 5

Mezzanine Administration - 2

Safety - 2

Stinson - 2

Customer Experience – 3 Finance & Administration – 0
Compliance – 0 Properties/Concessions -5
Strategy, Innovation, Procurement – 2
Development - 3

Question 23: What types of mobile devices would be used, and what kind of platform would be required? (for example: Apple iPads with iOS)

Response: Mobile devices will include – but are not limited to – tablets, laptops, and cell phones running Android, iOS and the Windows operating system.

Question 24: Can you provide details on the number of mobile product users and the number of application types required? (Ex. Field Technician requiring a Work Order Application, Inspectors requiring Inspection Application, and an Inventory Clerk requiring a Storeroom Application)

Response: If we are talking modules, we will need a Work Order Module – 90, Asset Module - 10, Warehouse Module - 10

Question 25: From section 4.3.2: What is the City's mobile phone infrastructure?

Response: The City of San Antonio manages many iOS and Android mobile devices utilizing Microsoft Azure Intune Mobile Device Management (MDM). All of these devices are City Owned. Only City of San Antonio approved applications may be installed on City Owned devices and granted access to City of San Antonio networks or data. ITSD is responsible inventorying, managing and supporting all City of San Antonio mobile devices and applications.

Question 26: From section 4.8: Bullet 3 states there is no data migration required. Attachment A, Part Three #3 requests the Data Migration and Loading strategy using Aviation provided data sets. Please confirm that Aviation will provide data and outline the data sets and approximate record counts for each (i.e. assets, PM schedules, job plans, etc.).

Response: Aviation anticipates some data migration from the current CMMS into the new solution as well as data loading from additional sources such as spreadsheets. However, Aviation anticipates working with the successful Respondent to develop a value-maximizing data migration strategy whereby some historical data may be cleansed, normalized, and transferred to the new solution and other data may simply be archived. Beyond migration, Aviation is also currently undertaking a data collection effort to assemble essential EAM data such as assets, job plans, PM schedules, etc. in formatted templates for ready loading in anticipation of the new CMMS solution. Aviation confirms that it will provide these data sets in formatted spreadsheet templates for the successful Respondent to load into the new solution.

Question 27: Where is asset data currently maintained? How it is structured, for example do you have an established asset hierarchy, and what attributes of assets are tracked?

Response: Asset data is currently maintained in Aviation's existing CMMS, Net Facilities. However, Aviation acknowledges that these assets are not exhaustive nor organized in effective hierarchies within the system. As a result, Aviation anticipates working with the successful Respondent to load assets from the existing CMMS and the those assembled from Aviation's underway data collection effort as well as develop more effective asset hierarchies under which to organize all these assets. Currently, basic attributes such as serial number, manufacturer, model, etc. are tracked for some assets in the current CMMS if they were available at the time the assets were loaded. Assets currently being

collected through the data collection effort, however, have mostly complete attribute data that is expected to be loaded in the new CMMS solution. Please refer to the “Location & Asset Management” section of the Functional Requirements for the minimum expected attribute fields for assets.

Question 28: Have you seen any demonstrations of other CMMS or EAMS systems? If so, can you share their names?

Response: Yes; NetFacilities.

Question 29: Do you have estimated funding or a budget for this project that you can share?

Response: The estimated budget is \$3.6 million.

Question 30: Do you have a required go-live date? Or can you share the number of months you expect for this implementation project?

Response: There is no ‘Go Live’ date set at this time. We are anticipating a full integration and go live time to be within 6-9 months of award.

Question 31: When do you plan to award this project?

Response: We are anticipating making a recommendation for contract award to City Council in April or May 2024

Question 32: Does the City have in-house expertise to help support system integration design and development for the external systems?

Response: The City of San Antonio has a dedicated team of system development and integration experts who will be available to oversee External System integration efforts. It is preferred the selected vendor provide all resources required for external system integration design and development efforts.

Question 33: Are there any in-progress or planned upgrades to systems that integrate with the new EAMS/CMMS during the course of this project?

Response: There are no in-progress or planned upgrades at this time. However, this will be a possibility.

Question 34: Based on the amount of detail required in the response, would the City consider an extension of the due date?

Response: Yes. See Addendum II.

Question 35: Do you have an in-house GIS expert?

Response: The City of San Antonio has a dedicated team of GIS experts who will oversee GIS integration efforts.

Question 36: What data model is your GIS system using?

Response: As per “*Exhibit 4 – COSA Information Technology Standards Version 2023v2*” the following production environment is currently in use:

ESRI ArcGIS Desktop v10.3.1

ESRI ArcGIS Server v10.3.1

ESRI ArcSDE v10.3.1

Question 37: Is the City using the AC150 data model?

Response: No, the City is not using the AC150 data model.

Question 38: What type of security training do you require for onsite access?

Response: Annual training is held for all users.

Question 39: Please describe your process for gaining remote access to the agency's applications and the type of access you will provide (i.e. WebEx, VPN, etc.).

Response: Remote Access will be granted to individuals on a person-by-person basis upon submittal of the appropriate City of San Antonio Request and Attestation forms, as well as successful completion of the required background check(s).

Question 40: Can you provide an organizational chart for the departments/divisions that are targeted to use the EAM?

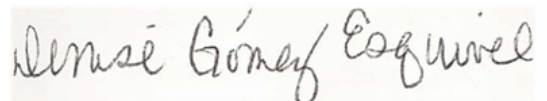
Response: We are unable to provide at this time.

Question 41: Can you provide counts by asset type for those assets that will be migrated to the EAM? Additionally, can you provide counts for any other data to be migrated to the EAM?

Response: Aviation anticipates some data migration from the current CMMS into the new solution as well as data loading from additional sources such as spreadsheets. However, Aviation anticipates working with the successful Respondent to develop a value-maximizing data migration strategy whereby some historical data may be cleansed, normalized, and transferred to the new solution and other data may simply be archived. Beyond migration, Aviation is also currently undertaking a data collection effort to assemble essential EAM data such as assets, job plans, PM schedules, etc. in formatted templates for ready loading in anticipation of the new CMMS solution. Aviation confirms that it will provide these data sets in formatted spreadsheet templates for the successful Respondent to load into the new solution.

Question 42: On page 60 of the RFP document, the text states that the vendor shall "Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years." Does the City have a preferred format for these letters? Are there any specific topics the City would like the references to cover?

Response: Reference letters should be on reference company letter head. The information should include the services provided to them, the length of time services have been provided, the total contract value, and any recommendations about the Respondent.



Denise Gómez Esquivel, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division



ADDENDUM IV

SUBJECT: Request for Competitive Sealed Proposals for Enterprise Asset Management System (EAMS) / Computerized Maintenance Management System (CMMS) Solution (RFCSP 24-022, 6100016892), Scheduled to Close: Friday, January 5, 2024; Date of Issue: Tuesday, October 30, 2023.

FROM: Charisma Esparza
Procurement Manager

DATE: January 4, 2024

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV – TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

- 1. Change:** Proposal due date is hereby extended to **Monday, January 8, 2024, 2:00 p.m., Central Time.**

Charisma Esparza
Procurement Manager
Finance Department – Procurement Division