



**INFORMATION TECHNOLOGY SERVICES DEPARTMENT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
for  
Risk Management Information System**

**(RFCSP 23-071; 6100016672)**

**Release Date: May 31, 2023**

**Proposals Due: July 26, 2023, 2:00 P.M. Central Time (CT)**

**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 - BACKGROUND**

### **OBJECTIVE**

This Request for Competitive Sealed Proposal (RFCSP) is issued by the City of San Antonio (City) for the Office of Risk Management (ORM). The purpose of this RFCSP is to select a vendor (Respondent) that has a proven record of successfully implementing a collaborative platform for Safety Management System (SMS) and Risk Management Information System (RMIS) processes. The Respondent must support the City's Safety Management System (SMS) operations, which is registered under the ISO 45001:2018 international standard on Occupational Health and Safety Management Systems. The solution must maintain, share and allow updates to all documentation related to all safety management system functions. Respondent's solution shall also facilitate safety and risk management operational interactions between ORM and all other City departments. The City is open to a vendor hosted in the cloud or City hosted solution providing it meets the requirements addressed in this solicitation. The vendor must be qualified to deliver a system that is compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In accordance therewith, Respondent shall be required to execute the City's HIPAA Business Associate Agreement ("BAA"). The solution also must be compliant with rules relating to Personal Identifying Information (PII) as described and regulated in the Texas Business and Commerce Code-Title 11. The City is seeking a single Respondent that will be responsible for the scope of services detailed in Section 004 below.

The Safety Division provides expertise in a variety of areas such as inspections, training, safety programs, risk reporting, and claim analysis. In addition, ORM assists City departments in the evaluation, development, and implementation of practices and procedures that mitigate losses. The Office of Risk Management (ORM) proudly serves all City of San Antonio departments and employees by providing them with programs and services that effectively and efficiently manage occupational health and safety claims generated within the City of San Antonio's workforce.

Programs and services include the following:

- Workers Compensation claims
- Safety training
- Facility inspections
- Risk-related documentation review
- General Liability claims
- Safety Management Systems implementation and follow-up

ORM serves approximately 11,700 City employees, employs 35 individuals and operates three divisions. The new RMIS system shall be in-line with ORM vision to inspire, educate and maintain a safety conscious City to reduce risk, manage losses and protect assets so all the City's employees return home safely every day. Solution shall facilitate ORM mission of delivering a quality risk management program that focuses on the prevention of injuries and collisions, the protection of City assets and the development and implementation of sound safety programs for the welfare of the City's employees and citizens.

### **BACKGROUND**

The Safety Division of the Office of Risk Management (ORM) currently uses a combination of SharePoint and other Office 365 tools to track and manage Safety Management System and Risk Management Information System (RMIS) processes. The work involves taking data from the field and manually entering on paper and processing the data at the office. Time-consuming data validation is needed and requires multiple manual steps and approvals.

The desire future state is to have a system which would automate SMS/RMIS processes to have one single point of entry application for all SMS operations which, eliminates duplication of data entry and promotes streamlining documentation and records management efforts. The ORM desired solution would keep the City informed of and keep an inventory of all the Compliance Regulation Changes which require legal compliance by integrating to the Safety Business and Legal Reports Safety Compliance System. The future system is one which would improve data and document security by providing a secure automated solution.

## 004 - SCOPE OF SERVICES

### SCOPE

The purpose of this RFCSP is to select a vendor that is qualified and licensed to deliver a collaborative platform for Safety Management System (SMS) and Risk Management Information System (RMIS) processes. The City is seeking a single Respondent that will deliver a robust, reliable, and up-to-date solution for the City's Risk Management information needs.

The City will utilize the software platform to streamline all safety operations carried out by the Office of Risk Management (ORM) Safety Division by incorporating the use of technology to facilitate accurate tracking of the safety status of all departments and enable the continuous improvement of all operations and safety processes in a measurable and sustainable way.

#### **4.1 Project Requirements**

The City has compiled a comprehensive list of functional, non-functional, and technical requirements that the Respondent is required to provide. Those requirements are identified in ATTACHMENT H – ORM Risk Management Information System RTM as the Requirements Traceability Matrix (RTM). The RTM provides an extensive list of functionalities that is identified as either mandatory or desired. All mandatory requirements shall be met as part of this project. The City intends to achieve as many of the desired requirements as possible while balancing cost with best value. The system shall have features and functionality to meet detailed requirements in the following areas:

- Incident Management
- Audit Management
- Activity Management/Compliance Calendars
- Job Hazard and Risk Assessment
- Chemicals and Safety Data Sheet (SDS) Management
- Document Management
- Management of Change (MOC)
- Training Management
- Performance Management
- Behavior-Based Safety
- Inventory of Legal and Other Requirements
- Data Lifecycle and Archiving

##### **4.1.1 Incident Management**

To provide a solution which will support the servicing and management of the Office of Risk Management (ORM) health and safety claims generated within the City of San Antonio's workforce and City safety compliance and allow the documentation of all work-related injuries, property damage and vehicle accidents. The system shall allow for evidence-base investigation tracking and provide root cause analysis and corrective action follow-ups as needed.

##### **4.1.2 Audits Management**

Provide a system to support the Audit and Inspection Management by systematically and independently documenting audit evidence to objectively determine the extent to which the audit criteria are fulfilled. Solution shall be able to document Auditor qualification and designation processes and be able to generate audit reports. The solution shall allow the distribution of audit reports and non-conformance notification and provide the capability for authorized users to do corrective action planning and follow-ups.

##### **4.1.3 Activity Management/Compliance Calendars**

Ability to generate Activity Management/Compliance Calendars to address City health and safety requirements and applicable regulations and provides compliance calendars to schedule and send reminders of recurring and non-recurring tasks to include permit and license management, safety meetings, management reviews and special events.

##### **4.1.4 Job Hazard and Risk Assessment**

The solution shall provide for Job Hazard and Risk Assessment to identify, document, monitor and improve on occupational health and safety risk levels and control measures, and address City's need for documenting, reviewing and following-up on job hazards and risk assessments done to identify hazards, evaluate risk and keep track of corrective actions used to reduce measured risk levels.

#### **4.1.5 Chemicals and SDS Management**

Ability to store, update and make available current versions of Chemicals and Safety Data Sheets (SDS) for departments which use hazardous materials, addresses City's need to update its inventory of chemicals and corresponding SDS, and provides the ability to have emergency action plans involving hazardous materials available for review and distribution.

#### **4.1.6 Document Management**

The solution shall provide for document creation, workflow review and approval, and authorized distribution to selected users who need to follow specified processes and ability to define workflows for document review, approval and distribution. Solution shall facilitate uploading and storing multiple document types, managing requests for changing of documents and making documents available throughout the application according to customizable user security settings.

#### **4.1.7 Management of Change (MOC)**

Ability to conduct workflow safety reviews of infrastructure, operations, personnel or documentation changes in order to mitigate any risks before changes take place and provides management and document analysis of infrastructure, operations, personnel, or documentation changes in order to mitigate any introduced risks before the changes take place. The solution shall provide a workflow for management, approval and implementation of such changes.

#### **4.1.8 Training Management**

The solution shall provide training management to address risk assessment results by providing training materials, tracking training progress and covering both awareness and competence to perform job safely ; the ability to create, enter, designate, schedule, notify, and report training sessions based on each site's training plans; and ability to manage training materials, quizzes, handouts and other resources and track training execution per employee, group or site. The solution shall have the ability send reminders for training sessions and rescheduling as well as manage training instructors' schedules.

#### **4.1.9 Performance Management**

Ability to allow for performance and monitoring management to compile, display and communicate risk indicators to City workforce and as a basis for process improvements. The solution shall provide the capability to configure reports and dashboards on Safety Key Performance Indicators (KPI's), training status, inspections and audits, action plan completion, objectives accomplishment, monitoring of relevant process variables and other SMS management review requirements, per site and organizational hierarchy.

#### **4.1.10 Behavior-Based Safety**

The solution shall allow ORM to document, increase participation and consultation of employees on mitigating risk to ensure and increase accountability and provides the capability for documenting worksite observations of job performance to ensure application of safe work practices, and linking to matching training courses and other tools for addressing findings.

#### **4.1.11 Data Lifecycle and Archiving**

The Solution shall support the City's approach for managing the flow of data throughout its lifecycle. The data lifecycle can be generalized as creation, storage, usage, archival, and destruction. The proposed solution will support the creation, storage, and usage of data, while it is necessary to support the City's operations, and must provide the ability to periodically identify, extract, and archive records and their associated artifacts in as complete a form as possible to the City's FileNet Record Management System once completed and no longer active as determined by City staff. The anticipated record types for this system are described in EXHIBIT 11 – ORM Risk Management Information System Record Types.

## 4.2 Required Integrations

The proposed SMS solution shall be able to integrate to retrieve data such as employee identification and safety training information from the City's Systems, Applications, and Products in the data processing (SAP ECC6 EHP7) Enterprise Resource Planning (ERP) System.

The solution shall keep City informed and keep an inventory of all the Compliance Regulation Changes which need require legal compliance by integrating to the Safety Business and Legal Reports Safety Compliance System.

The proposed SMS solution shall also integrate and retrieve information from the Cannon Cochran Management Services, Inc. (CCMSI) iCE Risk Management Information System relating to workers' compensation claims.

The Respondent should propose their integrations design to be evaluated by the City.

## 4.3 Access and Use

"City Data" means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of City or any Authorized User for Processing by or through the Services, or (b) collected, downloaded, or otherwise received by Respondent or the Services for City or any Authorized User pursuant to this RFCSP. For the avoidance of doubt, City Data includes all User Data and Personal Information but does not include any Respondent Materials.

"User Data" means any and all information reflecting the access or use of the Services by or on behalf of City or any Authorized User, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

Access and Use. Respondent shall grant to City, exercisable by and through its Authorized Users, a non-exclusive, right to: (a) access and use the Services, including in operation with other software, hardware, systems, networks, and services, for City's business purposes, including for Processing City Data; (b) generate, print, copy, upload, download, store, and otherwise Process all GUI, audio, visual, digital, and other output, displays, and content as may result from any access to or use of the Services; (c) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Subscription Services hereunder; (d) perform, display, execute, reproduce, and modify (including to create improvements and derivative works of), and distribute and otherwise make available to Authorized Users, any Respondent Materials solely to the extent necessary to access or use the Services in accordance with the terms and conditions of this RFCSP.

License. Respondent shall grant City a paid-up, non-exclusive, non-transferable license for the Solution and use of the Service, including maintenance and support services, for the Original Contract Term and for the Renewals periods, if exercised by City.

Regardless of any other provision or other license terms which may be issued by Respondent after the effective date of award of a contract, if any, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this RFCSP, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this RFCSP shall supersede and govern the license terms between City and Respondent.

In the event that conflicting or additional terms in Respondent Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this RFCSP.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this RFCSP; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Respondent product or service offering after the effective date of the update; and, provided further, that, if Respondent has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Respondent's initial response shall apply to that purchase unless Respondent directly informs City of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by City's authorized signatory.

Respondent shall not without prior written agreement from City's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the City, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the City; or 2) imposes additional costs, burdens, or obligations upon City, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon City.

If Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between Respondent and City, and Respondent will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless City elects instead to terminate the contract, which in such case may be identified as a termination for cause against Respondent.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between City and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

## 005 - SCHEDULE OF EVENTS

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

RFCSP Release	May 31, 2023
Pre-Submittal Conference	June 14, 2023, at 11:00 a.m. CT
Final Questions Accepted	June 23, 2023, at 2:00 p.m. CT
Proposal Due	July 26, 2023 at 2:00 p.m. CT



## **006 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference is scheduled at **11:00 A.M, Central Time, on June 14, 2023** and will be via WebEx only. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

**Join from the meeting link**

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mc62deb30d083d07de948cace182c3cfd>

**Conference Bridge: 1-415-655-0001**

**Meeting Number (Access Code): 2468 732 5197**

**Meeting Password: COSA**

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff Contact person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 007 - PROPOSAL REQUIREMENTS

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

**Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE OR SBEDA ASSOCIATED 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.**

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

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal as **Attachment C.** 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 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.

\*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign, and submit any and all SBEDA form(s), found in this RFCSP as **Attachment E**.

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

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

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

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

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

\*CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

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

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

<https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

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

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

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

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

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

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

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

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

**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** (25 points)

**Price** (20 points)

**SBE Prime Contract Program** – 10 pts.

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

**M/WBE Prime Contract Program** – 10 pts.

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

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

## 008 - SUBMISSION OF PROPOSALS

Submission of Proposals. Respondents must submit proposals electronically.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal no later than **2:00 P.M. Central Time, July 26, 2023**. All times stated herein are Central Time. Any proposal or modification received after the time and date stated shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

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

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

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: <http://www.sanantonio.gov/purchasing/saeps>. 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.

### 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 below on or before **June 23, 2023, at 2:00 P.M. Central Time**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Staff Contact Person:

Peter Farley, Procurement Specialist III  
City of San Antonio, Finance Department, Purchasing Division  
[Peter.Farley@sanantonio.gov](mailto:Peter.Farley@sanantonio.gov)

#### 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.** Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" page layout. Unnecessarily elaborate brochures, artwork, bindings, visual aids, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. 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 007, Proposal 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.

**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.

Travel and Related Expenses.

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

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

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

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 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.

Costs of Proposal. 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.

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. Central Time on the day the submissions 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

Meeting Password: COSA

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=ma673c6c7d0d45e4f617220d952b17be0>

#### 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 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 IFB 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 Purchasing Division will not deliver the forms to the City Clerk for you.

## **009 - AWARD OF CONTRACT AND RESERVATION RIGHTS**

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

The Contract, if awarded, will be awarded to the responsible Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee considering the relative importance of price and the other evaluation factors included in this RFCSP, upon approval of the City Council.

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

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

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

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

If selected, Respondent will be required to comply with the (a) Venue, Jurisdiction and Arbitration, (b) Insurance and (c) Indemnification requirements established herein. If Respondent takes exception to these terms, the City will deem the Respondent non-responsive and not evaluate their proposal.

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

## **010 - BONDS**

This section left blank intentionally

## **011 - SOFTWARE ESCROW REQUIREMENT**

This section left blank intentionally

## **012 - ACCEPTANCE CRITERIA**

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

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

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

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

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

## 013 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and continue in full force and effect for a three-year period.

### Renewals.

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

### Temporary Short-Term Extensions.

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

### Insurance

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Risk Management 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 Risk Management 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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury 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	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

c. Hired Vehicles	
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.
*7. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

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: Risk Management 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.

#### Interlocal Participation.

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

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

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

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

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

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

#### 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.

#### 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 – REVISED Price Schedule**

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Subcontractor/Supplier Utilization Plan

Attachment F – Veteran-Owned Small Business Preference Program Identification Form

Attachment G – Third Party Vendor IT Cloud Security Questionnaire

Attachment H – ORM Risk Management Information System Requirements Traceability Matrix (RTM) -v1.1

Attachment I – Certificate of Interested Parties Form 1295

Attachment J – Signature Page

Attachment K – Proposal Checklist

## 014 - 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 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](mailto:accounts.payable@sanantonio.gov)

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

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

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

#### Information Required on Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. 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 **REVISED 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 **REVISED Price Schedule**. If there is a discrepancy on the **REVISED 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 **REVISED Price Schedule** shall remain firm for the duration of the contract. Vendor's price stated on the **REVISED 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 efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

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

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 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 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.

In accordance with SB 13, effective September 1, 2021, 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.

In accordance with SB 19, effective September 1, 2021, 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.

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.**

## 015 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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.

**016 - RFCSP EXHIBITS**

**RFCSP EXHIBIT 1**

**SBEDA ORDINANCE COMPLIANCE PROVISIONS**

**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 2**  
**COSA TECHNOLOGY STANDARDS 2022 v2**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 3**

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

**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 4**

**ACCESS CONTROL (A.D.7.8.D)**

**ATTACHED AS A SEPARATE DOCUMENT.**



**RFCSP EXHIBIT 5**  
**COSA DATA SECURITY**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 6**  
**NON-CITY EMPLOYEE PROVISIONING GUIDE**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 7**  
**REIMBURSEMENT REPORTS**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 8**  
**COSA TESTING POLICY**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 9**  
**COSA TESTING STRATEGY**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 10**  
**ORM RMIS REPORTS WITH DESCRIPTIONS**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 11**

**ORM RISK MANAGEMENT INFORMATION SYSTEM RECORD TYPES**

**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP EXHIBIT 12**

**COSA HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)**

**ATTACHED AS A SEPARATE DOCUMENT.**



**017 – 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: \_\_\_\_\_

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 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.

### 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.

This section identifies the criteria to be considered in evaluating the ability of firms in providing the service(s) and/or product(s) specified in this Request for Competitive Sealed Proposal. Firms must meet or exceed these qualifications to be considered for award. Any expectations to the requirements listed should be clearly detailed in Respondent's proposal.

1. Describe Respondent's experience in providing a software solution to manage a Safety Management System (SMS) or a Risk Management Information System (RMIS) in an environment comparable to the City's ORM.
2. Provide a brief history of Respondent's company including how long Respondent's company has been in business, last year's US sales, and a statement demonstrating its financial viability.
3. Provide relevant information about the qualifications of the key personnel that will be assigned to the delivery of the proposed solution. If any third parties or sub-contractors will be utilized for the delivery of this solution provide a description of that party's qualifications and specify their roles and responsibilities in the proposal.
4. Provide a reference list containing the agency name, agency contact name, agency contact email and telephone number for at least three (3) municipal entities who are using the respondent's software solution to manage a Safety Management System (SMS) or a Risk Management Information System in a manner comparable to that being proposed for the City.
5. Discuss any relevant experience your organization has in interfacing with the City's current ERP software (SAP ECC6 EHP7).
6. Discuss any relevant experience your organization has in interfacing with the City's current Workers Compensation Third Party Administrator's management software platform: Cannon Cochran Management Services, Inc. (iCE Risk Management Information System).
7. Additional Information. Provide any other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

**Respondent shall submit a proposal, plan, and solution that includes all of the features below:**

Prepare and submit responses to address the following items.

#### **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.

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](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

#### **B. Proposed Solution**

1. Provide an itemized list of all equipment, hardware, software, licensing terms, annual maintenance, and services to implement the solution as proposed.
2. Provide a narrative of the system functionality as it relates to each of the following:
  - a. System Architecture
  - b. Security
  - c. Licensing
  - d. User Interface
  - e. Available System Integration Techniques
  - f. Storage (cloud and/or onsite)
3. If proposing a cloud-based or SaaS solution, complete the appropriate cloud security questionnaire provided in ATTACHMENT G.
4. Provide the expected timeframe for each of the following activities:
  - a. Availability of proposed system
  - b. Configuration of the solution
  - c. Testing
  - d. Training
  - e. Implementation of the solution
5. The City requires information systems to conform with a policy-based approach for managing the flow of data throughout its lifecycle. The data lifecycle can be generalized as creation, storage, usage, archival, and destruction. The proposed solution will support the creation, storage, and usage of data while it is necessary to support the City's operations and must provide the ability to periodically identify, extract, and archive records and their associated artifacts in as complete a form as possible to the City's FileNet Record Management System once they are completed and no longer active as determined by City staff. The anticipated record types for this system are described in EXHIBIT 11. Explain the capabilities of the proposed solution and your approach for meeting this requirement.
6. Provide a detailed SLA for you proposed solution including system maintenance, support, and performance guarantees.
7. Describe your project management approach for the delivery of the proposed solution.
8. Provide a proposed RACI matrix (or similar) that identifies roles and responsibilities of City and Respondent for the delivery of the proposed solution.
9. Describe your training plan and approach for the proposed solution.

**RFCSP ATTACHMENT B**

**REVISED PRICE SCHEDULE**

**ATTACHED AS A SEPARATE DOCUMENT**

**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <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>

Instructions for completing the Contracts Disclosure form are listed below:

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 proposal response as indicated in the Proposal Checklist.



**RFCSP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_\_ No \_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

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

**RFCSP ATTACHMENT E**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) SUBCONTRACTOR/SUPPLIER  
UTILIZATION PLAN**

**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT F**  
**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT G**  
**THIRD PARTY VENDOR IT CLOUD SECURITY QUESTIONNAIRE**  
**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT H**  
**ORM RISK MANAGEMENT INFORMATION SYSTEM RTM -V1.1**  
**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, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

<https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

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

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

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

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

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

## RFCSP ATTACHMENT J

### 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: \_\_\_\_\_



## RFCSP ATTACHMENT K

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Executive Summary	
Table of Contents	
General Information 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	
<b>REVISED Price Schedule</b> RFCSP Attachment B	
*Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
Small Business Economic Development Advocacy (SBEDA) Subcontractor/Supplier Utilization Plan RFCSP Attachment E	
Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment F	
*Third Party Vendor It Cloud Security Questionnaire (if SaaS solution proposed) RFCSP Attachment G	
ORM Risk Management Information System RTM -V1.1 RFCSP Attachment H	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
Certificate Of Interested Parties (Form 1295) RFCSP Attachment I	
Signature Page RFCSP Attachment J	
Proposal Checklist RFCSP Attachment K	
*Addendum, if any	
One <b>COMPLETE</b> electronic copy	

\*Documents marked with an asterisk 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 – Risk Management Information System (RFCSP 23-071, RFX # 6100016672) Scheduled to Open: July 7, 2023; Date of Issue: May 31, 2023

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

**DATE:** July 6, 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 PROPOSAL IS HEREBY  
AMENDED AS FOLLOWS:**

1. The RFCSP submission deadline has been extended to **July 21, 2023; 2:00PM Central Time.**

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

DGE/pf



## **Addendum II**

**SUBJECT:** Request For Competitive Sealed Proposals – Risk Management Information System (RFCSP 23-071, RFX # 6100016672) Scheduled to Close: July 21, 2023; Date of Issue: May 31, 2023

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

**DATE:** July 20, 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 PROPOSAL IS HEREBY AMENDED AS  
FOLLOWS:**

**1.** The RFCSP submission deadline has been extended to **July 26, 2023; 2:00 PM Central Time.**

**2. REPLACE:** RFCSP Section 013 –SUPPLEMENTAL TERMS & CONDITIONS (first two sections):

“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 one-year period.

Renewals.

At City’s option, this Contract may be renewed under the same terms and conditions for four (4) additional one (1)-year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.”

**has been deleted in its entirety and replaced with the following:**

“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 **three-year period**.

Renewals.

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

**3. REPLACE:** RFCSP Section 008 – SUBMISSION OF PROPOSALS, Proposal Opening (WebEx instructions):

“Join by phone: 1-415-655-0001

Meeting number (access code): 177 587 8554

Meeting Password: COSA

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m41d5119704e3481396f56b1b579ca38f>”

**Finance Department, Procurement Division**

**PO Box 839966 • San Antonio, TX 78283-3966 • Tel: 210-207-5734**

**has been deleted in its entirety and replaced with the following:**

“Join by phone: 1-415-655-0001  
Meeting number (access code): 2630 003 5297  
Meeting Password: COSA

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=ma673c6c7d0d45e4f617220d952b17be0>”

4. **REMOVE:** 23-071 Attachment B - Price Schedule and replace with 23-071 Attachment B – REVISED Price Schedule. Posted as a separate document. All respondents must submit 23-071 Attachment B – REVISED Price Schedule.
5. **ADD:** RFCSP Attachment A, Part Three, Proposed Plan, Item A, Executive Summary, 2<sup>nd</sup> paragraph to read:

“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](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.”

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 008, SUBMISSION OF PROPOSALS,  
RESTRICTIONS ON COMMUNICATIONS**

- Question 1:** The solicitation mentions many attachments that aren’t posted on the vendor portal. Where can these attachments be obtained?
- Response:** All attachments are either contained as part of the RFCSP solicitation document or as a separate attachment document posted on the vendor portal. If further assistance is needed, please contact Peter Farley at [peter.farley@sanantonio.gov](mailto:peter.farley@sanantonio.gov).
- Question 2:** Is the City open to good faith negotiations regarding the terms and conditions of the final agreement governing the contract--and in particular, good faith negotiations of the Mandatory Requirements included in the RFCSP?
- Response:** The City seeks to contract with a Respondent under the terms and conditions stated in the RFCSP. Respondents should price their proposal accordingly. As stated in Section 008 - SUBMISSION OF PROPOSALS, 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 and Insurance Requirements.*
- Question 3:** Regarding Exhibits 1-9: As a SaaS provider with hundreds of clients, our firm has a common manner of delivering the software and cannot modify to any one customers’ security / delivery requirements, as our firm (and other SaaS) provides a uniform delivery model to hundreds of organizations. Our security controls and practices adhere to NIST 800-53 standards, and our firm has many federal, state, and local government entities as clients. Are these standards acceptable to the City to allow for a security review of a firm’s practices since adjustments to any client’s own specific requirements that deviate from the manner of a SaaS solution delivery model wouldn’t be feasible?
- Response:** Yes, NIST 800-53 is acceptable.
- Question 4:** On page 10 of the RFCSP, it is stated that "The [executive] summary shall include a statement of the work to be accomplished." Please confirm the statement of work mentioned means a comprehensive overview of what the vendors are offering and not a contractual SOW.
- Response:** Please see RFCSP ATTACHMENT A, PART THREE, PROPOSED PLAN, 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.
- Question 5:** How is the City managing their SDS library and inventories today? Paper binder? Electronically?
- Response:** The City has an on-line subscription service (BLR Safety) that provides the needed SDS documentation when not provided by the vendors. Our departments keep binders with SDS hard-copies (80%) and electronic folders (20%) with that information and this is reviewed annually.
- Question 6:** How is the City keeping up to date on local regulatory and legislative requirements? Does the City use a content service or handle internally?
- Response:** The City utilizes an on-line subscription service (BLR Safety) for this purpose. The Office of Risk Management also searches for regulatory updates monthly on the National and State levels. For municipal/local requirements, the City has access to the MuniCode website and intranet resources.

- Question 7:** Does the City have a formal approval process and desired workflow for MOC?  
**Response:** Yes. The City has a formal approval process involving the change generator, a project manager if needed, the Safety Coordinator or similar Subject Matter Expert, and their operations leadership.
- Question 8:** Is the City using an LMS for their training needs?  
**Response:** The City does not utilize a formal LMS (Learning Management System). Instead, the City keeps track of the training records utilizing SAP (manually updated by the Safety Coordinators), the Moodle system (for on-line courses already published), and manually for other types of training, with hard copies of training sheets and related documentation.
- Question 9:** Does the City have a specific risk assessment format in use today?  
**Response:** Yes. The City developed a custom-made risk assessment form as an Excel workbook that allows users to enter a job hazard analysis for each functional area, assign likelihood and severity values based on standardized criteria, and define current controls and types and any necessary actions to improve the resulting calculated risk levels. These go from 0 to 1,000 based on the established values, and are then divided into four categories: low, moderate, high, and very high risk.
- Question 10:** If a firm's standard is a 3-year minimum base term for initial contract, would the City consider an initial 3-year base term with option for 2 more renewal terms of 12 months each?  
**Response:** Please refer to Amendments 2 and 4 on this addendum.
- Question 11:** Can the City please confirm the use of SBEDA/Sub contractors/disadvantaged businesses is a preference, but there is no requirement to do so?  
**Response:** This is correct, the specific SBEDA tools that have been applied to this solicitation include the Prime Contract Program. Also known as "prime points", these preference points may be awarded during the evaluation phase to a prime contractor that is SBEDA-eligible. SBE Prime Points (10) will be awarded to SBEDA-eligible SBEs that retain at least 51% of the project scope for either themselves or other SBEDA-eligible SBEs. MWBE Prime Points (10) will be awarded to SBEDA-eligible Minority and/or Woman-owned Business Enterprises (M/WBEs) that retain at least 51% of the project scope for either themselves or other SBEDA-eligible M/WBEs. All SBEDA-eligible M/WBEs are SBEDA-eligible SBEs, but not necessarily vice versa. These points are not required. They are simply awarded to SBEDA-eligible prime contractors during the evaluation phase of this project. Not meeting the requirements for these points will not deem a bidder non-responsive.
- Question 12:** To allow each participating vendor to understand the historical data needed to be loaded to the selected system, can the City please provide additional insights into what data will need to be imported by the selected vendor? Is there a conversion from SharePoint anticipated? What will it consist of? Will any existing MS Office 365 spreadsheets need imported? How many spreadsheets and what data will be contained on them?  
**Response:** The City does not anticipate any conversion from SharePoint to be needed. There will be a need to import MS Office 365 spreadsheets to include any reports created as tables with injury KPI data, accident KPI data, cost KPI data, training KPI data, and inspections KPI data. Please see the Requirements Traceability Matrix (RTM) for details.
- Question 13:** Roughly, how many new incidents are reported in a given year?  
**Response:** A total of 1,100 injury claims that potentially need to be tracked plus some 150 vehicle collisions.
- Question 14:** Roughly, how many already reported/historical incidents will be needed to be hosted by the solution?  
**Response:** About 6,500 case entries corresponding to the last 5 years of injury and collision data, plus associated attachments corresponding to investigation records for the majority of entries.
- Question 15:** Approximately, how many chemicals are managed? Where does The City manage these chemicals/SDSs today?  
**Response:** The estimated total is 2,000 chemicals managed. Each department keeps track of their materials' SDS documentation and performs annual reviews to ensure these are up to date. Departments have access to the MSDS-Online database through BLR and they also keep binders with hard-copies at selected locations. Please refer to the Table under Answer 16 to see that the City expects 6 different departmental SDS inventory lists.
- Question 16:** How many different inspections / audits / checklists will the City require the selected vendor to create in their system?  
**Response:** Please provide examples/templates of these or otherwise identify complexity or number of questions/items in each. Please see table below:

<b>Record</b>	<b>Related process</b>	<b>Description of data within record</b>	<b>Associated data records:</b>	<b>Expected typical/average data volume, per fiscal year:</b>
Supervisor Report of Injury and Illness (SRII)	Incident management	Form: First record entered by a supervisor to document an incident (injury, property damage).	Scanned written statements. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	1500
Near-Miss Report (NMR)	Incident management	Form: First record entered by a supervisor to document a Near-Miss case (unsafe act, unsafe condition).	Picture files. Video files.	1500
Vehicle Accident Report (VAR)	Incident management	Form: First record entered by a supervisor to document an incident (injury, property damage).	Scanned written statements and vehicle inspection records. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	1500
Accident Review Board green sheet	Incident management	Form: Record generated after an ARB meeting takes place, showing preventability for each injury or accident case presented.	For each ARB case: SRII and/or VAR plus associated evidence supporting files.	160
Facility Inspection Findings Report and memo	Auditors and inspection management	1. Form: Facility Safety Inspection Checklist. 2. Form: Facility safety inspection memo.	Scanned written statements. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	600
SMS Internal Audit Report	Auditors and inspection management	Form: SMS internal audit report.	Scanned written statements, other evidence. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	40
Compliance Evaluation Audit Report	Auditors and inspection management	Form: SMS compliance evaluation audit report.	Scanned written statements, other evidence. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	40
SMS compliance calendar	Activity management / compliance calendars	Form: SMS compliance calendar	N/A.	7 (1 per SMS department, plus 1 City-wide)
Risk Assessment and Controls Form	Risk assessment / Job Hazard Analysis	Form: Risk assessment and controls	Hyperlinks to: Picture files. Video files. Standard Operating Procedures or equivalent documents. Job descriptions.	180

SMS Objective and action plan form	Risk assessment / Job Hazard Analysis	Form: SMS objective and action plan	N/A.	35 (estimated up to 5 SMS objectives per SMS department plus City-wide)
SMS document (SMS Manual, Procedure, Calendar, Form, List).	Document management	All documents and records.	Designated document approvers per department. Designated document reviewers per department.	360 (about 60 documents per SMS department plus City-wide)
SMS documented information list	Document management	List: All SMS and related documents for tracking status.	Links to previous document versions if available.	7 (1 document list per department plus City-wide).
Management of Change - First report of change	Management of Change (MOC)	Form: Documentation of the change or project.	Project documentation: Scanned images or original electronic files of project timelines, cost allocation, work plans, blueprints, SDS, and related pieces of evidence.	70 (10 MOC cases per department)
Management of change - Determination checklist	Management of Change (MOC)	Form: Checklist to determine needs for addressing newly identified or reported risks due to project or change.	Project documentation: Scanned images or original electronic files of project timelines, cost allocation, work plans, blueprints, SDS, and related pieces of evidence.	50 (MOC cases in all departments)
Management of change - Organizational change	Management of Change (MOC)	Form: Checklist to determine needs for addressing newly identified or reported risks due to changes in organizational structure, number or nature of job functions.	Project documentation: Scanned images or original electronic files of project timelines, cost allocation, work plans, blueprints, SDS, and related pieces of evidence.	30 (MOC cases in all departments)
Management of change - Action plan	Management of Change (MOC)	Form: Actions to address identified or reported risks.	Project documentation: Scanned images or original electronic files of project timelines, cost allocation, work plans, blueprints, SDS, and related pieces of evidence.	50 (MOC cases in all departments)
Management of change - material change form	Management of Change (MOC)	Form: Identification of risks associated to the incorporation or modification of a material.	Project documentation: Scanned images or original electronic files of project timelines, cost allocation, work plans, blueprints, SDS, and related pieces of evidence.	30 (MOC cases in all departments)
Management of change - layout change form	Management of Change (MOC)	Form: Identification of risks associated to the incorporation or modification of a workplace layout.	Project documentation: Scanned images or original electronic files of project timelines, cost allocation, work plans, blueprints, SDS, and related pieces of evidence.	30 (MOC cases in all departments)
Training schedule	Training management	Form: Annual safety training calendar	N/A.	7



Training progress per employee/department	Training management	Report/dashboard: % of training received vs. scheduled.	N/A.	7
Training progress per topic	Training management	Report/dashboard: % of training delivered vs. scheduled.	N/A.	7
Safety training matrix	Training management	Report: For each employee, licenses and certificates obtained/expired/pending renewal.	Scanned image or electronic format of license, certificate, and quiz associated when applicable.	3000 (for all licenses/certificates, external or internal, in all departments)
Balance Score Card (BSC)	Performance management	Report: Compilation of monthly/quarterly/annual safety indicators and scoring information for each department.	Pre-entered information including: ARB green sheet. Workers Compensation costs per case found preventable. Training progress per department. Safety inspections and corrected findings per dept.	18 (monthly, quarterly, annual)
Safety KPI dashboard	Performance management	Dashboard: Compilation of monthly/quarterly/annual safety indicators and scoring information (other than BSC) for each department.	Pre-entered information including: ARB green sheet. Workers Compensation and GL costs. Incident rates, Lost work time rates. Benchmarking data	18 (monthly, quarterly, annual)
Safety training dashboard	Performance management	Dashboard: Compilation of monthly/quarterly/annual safety training progress based on number of employees by department.	Pre-entered information including: SAP training progress reports per employee.	18 (monthly, quarterly, annual)
Safety audits dashboard	Performance management	Dashboard: Compilation of audits performed in pre-selected period, including scoring and comparison between departments, divisions, functional areas.	Evidence attachments.	1 (dashboard self-updates in real time)
SMS performance dashboard	Performance management	Dashboard: Compilation of monthly/quarterly/annual safety indicators and scoring information relevant to SMS requirements for each department.	N/A.	1 (dashboard self-updates in real time)
Non-Conformance and Corrective Action Report (NCCAR) - Cover sheet	Root cause and corrective actions management	Form: Non-Conformance and Corrective Action Report - Cover Sheet	Cover Sheet of NCCAR form. E-mails or other communication demonstrating notification to involved parties.	140 (20 per department plus City-wide)
Non-Conformance and Corrective Action Report (NCCAR) - Root Cause Analysis	Root cause and corrective actions management	Form: Non-Conformance and Corrective Action Report - Root Cause Analysis	Root Cause Analysis diagram (scanned image or electronic format)	200



Worker Observation Report	Behavior Based Safety	Form: Worker observation report	N/A.	50
Inventory of Legal and Other Requirements	Inventory of legal and other requirements	List: Inventory of Legal and Other Requirements per department	N/A.	1
SDS inventory	Chemicals and SDS management	List: SDS inventory per location	SDS documents in pdf format.	6
Emergency situation and drill report	Emergency preparedness and response management	Form: Emergency evaluation report	Video recording of drill events.	60

**Question 17:** For the desired single point of entry solution, does the City envision a solution which allows for field-based entry where all employees and/or citizens can report new hazards & incidents via a portal or mobile application? Or does the City prefer a more centralized user base able to report new incidents?

**Response:** Yes, the City envisions that capability but only for employees. There is no provision made in the requirements matrix to address citizens at this time. The RMIS workflow for those reported incidents will consist of automatically forwarding the records internally in the department upon review, then to an HR specialist, then to our Office of Risk Management.

**Question 18:** Can the City please list out the desired types of incidents they plan to use the system for (employee injury, illness, near miss, etc. ...)

**Response:** Please see below (taken from table in response to Question 16):

Record	Related process	Description of data within record	Associated data records:	Expected typical/average data volume, per fiscal year:
Supervisor Report of Injury and Illness (SRII)	Incident management	Form: First record entered by a supervisor to document an incident (injury, property damage).	Scanned written statements. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	1500
Near-Miss Report (NMR)	Incident management	Form: First record entered by a supervisor to document a Near-Miss case (unsafe act, unsafe condition).	Picture files. Video files.	1500
Vehicle Accident Report (VAR)	Incident management	Form: First record entered by a supervisor to document an incident (injury, property damage).	Scanned written statements and vehicle inspection records. Picture files. Video files. Voice recording files. Scanned letters/memos regarding the incident.	1500
Non-Conformance and Corrective Action Report (NCCAR) - Cover sheet	Root cause and corrective actions management	Form: Non-Conformance and Corrective Action Report - Cover Sheet	Cover Sheet of NCCAR form. E-mails or other communication demonstrating notification to involved parties.	140 (20 per department plus City-wide)
Worker Observation Report	Behavior Based Safety	Form: Worker observation report	N/A.	50

Emergency situation and drill report	Emergency preparedness and response management	Form: Emergency evaluation report	Videorecording of drill events.	60
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The first three items correspond to regular safety incidents that need to be processed in the field. The latter are findings (non-conformances) that result from the SMS process application. They are also treated as incidents.

**Question 19:** Does the City have a preferred root-cause analysis in use today (5 Whys, Fishbone, etc.) that they would like deployed in the selected system?

**Response:** Yes. The City already has 5-Why and Fishbone diagram as the preferred Root Cause Analysis techniques. However, the RMIS is expected to accommodate following a formal 8-Disciplines process or similar for addressing the problem-solving or investigation process when required.

**Question 20:** Does the City currently have their Job Hazard Analysis (JHAs) completed for each of their City roles? Where do these reside today? Approximately how many JHAs would be converted to the selected solution?

**Response:** Yes. They reside in Excel workbooks comprised of a worksheet per selected operation, plus worksheets that support the information related to hazards, controls, and evaluation criteria for risk assessment purposes. The expected total of records for each JHA or Risk Assessment is roughly 300 (so far 180 is a reasonable quantity, but more may be added).

**Question 21:** In regard to document management, are there files or documents that the City envisions being imported by the selected vendor? Please provide details on approximate volume of documents and storage amount in gigabytes (GB) if known.

**Response:** Yes. Based on the records the city used to handle the first year the SMS operated using a SaaS solution, and the current identified needs, data volume for documents and records can be estimated at 150 GB per year.

**Question 22:** In regard to training management, is the City looking for the selected vendor to provide training content or are they looking to bring current COSA training materials/content to the selected solution? It is stated in Section 4.2 - Required integrations that the safety training will come from the City's systems, but can it be confirmed that the City has current training materials to be utilized?

**Response:** The City has already developed or acquired its required training content.

**Question 23:** In regard to Section 4.2, can the City please specifically list out the desired interfaces, data to be exchanged and frequency of refresh of data (import daily, weekly, etc.)? It appears that (1) an employee import from ERP, (2) an import of safety training info from ERP (3) an import of claims details/financials from the Third-Party Admin -TPA – (who is designated as CCMSI in the RFCSP). Are any others needed?

**Response:** Note: It is being assumed that ERP refers to SAP. The only addition to that list would be importing from BLR.com any updates on legal requirements applicable to safety operations on a monthly basis, and the SDS documents that may be requested as needed. There is no certainty at the moment about any additional interfaces being needed (such as for capturing pictures, videos, etc.).

**Question 24:** Do new incidents need to be reported to CCMSI? Will an interface sending new incidents perceived to be claims they should handle be necessary? In other words, once the City intakes incidents in the selected system, do they also need to be fed to CCMSI or will the City send those to CCMSI outside the solution?

**Response:** The City will send those to CCMSI outside the solution.

**Question 25:** Can the City confirm whether any claims management / claims oversight functionality will be needed? (Claims handling, claims communications, tasks/diaries, notes, collaboration with the TPA, claims audits, claims reviews, etc.) Or does the City envision this is purely safety/incident management as described in the RFCSP?

**Response:** The RMIS is not intended to process claims. Only EHS data will be managed.

**Question 26:** Please provide greater insights into the number of users needed for the system and a high-level breakdown of what those users need to do in the system (example - 10 users need access to everything; 30 need ability to just do inspections, etc.).

**Response:** 130 users, divided as follows:

2 System Administrators – capable of making configuration changes on reports, dashboards, workflows, and access privileges for all other users.

5 Full access users (one per SMS department) – able to utilize all resources available in the software except the ones described for the Administrators.

123 Limited access users (SMS Core team members, plus Safety Liaisons appointed to cover all SMS departments' locations) – able to utilize all applications as designated by the administrators.

- Question 27:** In regard to Section 011- Software Escrow, this section is blank. Can it be inferred that Software Escrow is not a required element of this proposal?
- Response:** The RFCSP does not include software escrow requirements.
- Question 28:** Does the City have a preferred project management methodology for the implementation process or is each vendor free to propose their preferred project management methodology (Agile, Waterfall, etc.)?
- Response:** The City does not have a preferred project management methodology but utilizes a variety (i.e., Agile, Waterfall) of project management methodologies for Project Implementation. It is recommended that each respective vendor address the implementation methodology as instructed in the RFSCP.
- Question 29:** Does the City require Single Sign On (SSO) or 2 Factor Authorization?
- Response:** The City's preferred method of authentication is Single Sign-On via Azure AD.
- Question 30:** Does the City have any form letters/documents that would need to be loaded to the selected solution as mail-merge templates?
- Response:** Yes.
- Question 31:** After reviewing "Exhibits 1-12," there does not appear to be actionable information for all documents. Are these documents included for review/examples or is there something respondents need to act on or sign?
- Response:** Exhibits are provided only for informational purposes and do not need to be included in your firm's response. They should all be reviewed by require no action by your firm. The checklist at the end of the attachments is the best guide as to what is expected to be included in your firm's response.
- Question 32:** Regarding "Attachment E SBEDA & Attachment F VOSBPP," if we are not eligible for either of those, do we need to fill out these attachments/forms?
- Response:** The City asks that all vendors fill out these forms for tracking and demographic purposes. So please complete and submit them as part of your firm's response as per the checklist.
- Question 33:** In reference to the scope of work for the project, what are the highest priority capabilities?
- Response:** These would include real-time data capture, automated workflow activation / escalation, automated deadline notifications (with connectivity to e-mail application in use by the city), access rights to approved documentation only, storage of attachments in diverse formats.
- Question 34:** Will most employees have access to a smart phone/tablet?
- Response:** No. Only the designated system users.
- Question 35:** How vital is the Document Management piece? Is the city looking for a full document management software?
- Response:** The capabilities described in the requirements Traceability Matrix are the minimum required.
- Question 36:** In reference to the Required Integrations, can more insight be provided as to what these integrations might look like/entail? Our firm typically recommends additional conversation surrounding integrations to ensure desired goals/capabilities/outcomes on both ends, so any additional information/insight provided here would be very helpful.
- Response:** Please refer to table below:

<b>Integrations</b>	<b>Mandatory?</b>
Solution should be able to retrieve data such as employee identification and safety training information from the <b>City's Systems, Applications, and Products in data processing (SAP) Enterprise Resource Planning (ERP) System</b> to include but not limited to the following:	M
Employee name	M
Employee SAP	M
Department	M
Division	M
Job position	M
Date of hire (initial for CoSA)	M
Date of hire (current position)	M
Date of birth	M
Workplace address (designated)	M

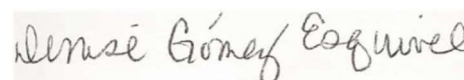
Courses taken	M
Courses passed	M
Certifications and licenses with dates to renew	M

The solution should know and keep an inventory of all the Compliance Regulation Changes which need to be legally complied by integrating to the but not limited to the following Safety Compliance Systems:	M
Safety Business and Legal Reports ( <a href="https://Safety.blr.com">https://Safety.blr.com</a> )	M

The solution should be able to receive information from <b>CCMSI (Cannon Cochran Management Services, Inc.) iCE Risk Management Information System</b> relating but not limited to the following workmen's compensation claims information:	M
Claim Count (how many claims per department)	M
Claim Number	M
Claim Description	M
Incident Date	M
For each claim report contains workers compensation cost	M
Contributing factors (equipment Malfunction, environment conditions, failure to follow procedures)	M
Injury Type	M
Number of days away from work or restricted work or transfer work	M
Property damage cost if applicable	M
Department claim belongs to/generating department	M
Job Position of involved parties	M
Employee ID	M
OSHA - Case Classification	M
OSHA Recordable (incident rate which rated other cities; medical treatment/stiches, work away from home 2+, disability status	M

**Question 37:** Is data hosting on Azure GovCloud required?

**Response:** For HIPAA data processing and storage, we require FedRAMP Moderate controls. For evidence, we require SOC-2 Type 2, FedRAMP Report, or TX-RAMP Report from an authorized assessor.



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

**\*\*\*\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL\*\*\*\*\***

### Vendor Acknowledgement

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Name & Business Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_