

CITY OF SAN ANTONIO

PURCHASING & GENERAL SERVICES DEPARTMENT



**REQUEST FOR COMPETITIVE SEALED PROPOSAL  
RFCSP 09-118-WF**

for

**Enterprise Customer Relationship Management (CRM)  
Solution and Implementation Services**

Issued: July 17, 2009

Due: September 11, 2009 – 2 P.M. Central Time

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

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

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

## TABLE OF CONTENTS

| Section                                                                     | Page Number              |
|-----------------------------------------------------------------------------|--------------------------|
| I. Background                                                               | 3                        |
| II. Scope of Services, Statement of Work and Technical Requirements         | 5                        |
| III. Intellectual Property                                                  | 13                       |
| IV. Undisclosed Features                                                    | 14                       |
| V. Ownership and Licenses                                                   | 14                       |
| VI. Certifications                                                          | 15                       |
| VII. Pre-Submittal Conference                                               | 15                       |
| VIII. Restrictions on Communication                                         | 16                       |
| IX. Amendments to RFCSP                                                     | 17                       |
| X. Proposal Requirements                                                    | 17                       |
| XI. Submission of Proposals                                                 | 18                       |
| XII. Evaluation Criteria                                                    | 20                       |
| XIII. Award of Contract and Reservation of Rights                           | 21                       |
| XIV. Performance and Payment Bond                                           | 22                       |
| XV. Software Escrow Requirement                                             | 23                       |
| XVI. Priority of Documents Provision                                        | 23                       |
| XVII. Schedule of Events                                                    | 23                       |
| <b>RFCSP Exhibits 1 – 4 (Referenced Requirements)</b>                       |                          |
| Insurance Requirements                                                      | RFCSP Exhibit 1          |
| Indemnification Requirements                                                | RFCSP Exhibit 2          |
| Escrow Agreement                                                            | RFCSP Exhibit 3          |
| Interlocal Participation                                                    | RFCSP Exhibit 4          |
| <b>RFCSP Attachments<br/>(to be included as Respondent's response)</b>      |                          |
| Respondent Proposal                                                         | RFCSP Attachment A       |
| Respondent Qualification General Questionnaire                              | RFCSP Attachment B       |
| Discretionary Contracts Disclosure Form                                     | RFCSP Attachment C       |
| Litigation Disclosure Form                                                  | RFCSP Attachment D       |
| Small Business Economic Development Program Policy And Forms                | RFCSP Attachment E       |
| Respondent Pricing                                                          | RFCSP Attachment F       |
| Additional Project Documents (1 – 8)                                        | RFCSP Attachment G1 – G8 |
| Signature Page                                                              | RFCSP Attachment H       |
| Proof of Insurability (Letter and Copy of Current Certificate of Insurance) | RFCSP Attachment I       |
| Proposal Bond                                                               | RFCSP Attachment J       |
| Proposal Checklist                                                          | RFCSP Attachment K       |

Please note Additional City Background Documentation is also available on the City's procurement website <http://epay.sanantonio.gov/RFPListings/>. – RFCSP Exhibits 5 – 14. These Exhibits include information that will help Respondents understand the current and desired future environment as well as desired implementation approach.

## I. BACKGROUND

The terms “bidder”, “contractor”, “respondent”, “provider” and “vendor” all mean the party providing goods or services to the City pursuant to this contract.

The City of San Antonio is the third fastest-growing city in America and the seventh largest U.S. city with a population of 1.4 million. There are approximately 12,000 full time city employees including fire and police personnel. The body of government consists of a mayor, ten city council districts representatives and a city manager with 37 supporting departments. More than 26 million people visit San Antonio each year.

As part of its ongoing efforts to enhance the quality and cost-effectiveness of City service delivery to its customers, the City of San Antonio (“City”) is pursuing a phased implementation of an Enterprise Customer Relationship Management (CRM) solution, along with associated customer service/customer relationship management improvements.

The City plans to replace its IRSS (Information and Request for Services System) mainframe application which currently supports the City’s 311 Contact Center (See Exhibit 6 for additional information on IRSS) and to establish the use of a standard CRM system in 311, City Council Offices and other City departments. This will help improve customer service by:

- standardizing how the City interacts with customers,
- enhancing, adding additional channels for communication and streamlining the ways the City interacts with customers, and
- increasing the City’s ability to handle customer requests in an appropriate and timely manner.

The City has established a Steering Committee, made up of selected City executives, which has defined the City’s enterprise CRM vision, goals, objectives, and expected benefits. It has also agreed upon a phased approach to CRM implementation based on City priorities as defined in Section II of this document.

### **Enterprise CRM Vision**

The City will achieve the following within an estimated 3 – 5 year time period:

- **Customers can choose customer service communication channels**
  - 24 x 7 x 365 availability
  - Telephone, Fax, Text Messaging, Web, Email, Mail, Walk-in, Web-Chat, etc.
- **311 is the centralized customer contact center**
  - Provides support for all City services (Directory Assistance, Information Requests, Service Requests)
  - Provides support for all service communication channels (Telephone, Fax, Text Messaging, Web, Email, Mail, Walk-in, Web-Chat, etc.)
- **311/Customer Service is the centralized organization that:**
  - Works with departments to identify and resolve issues with customer service (customer advocate)
  - Manages the City’s information and scripting for all departments for the creation and maintenance of a knowledgebase
    - Contact information
    - Program information
    - Answers to questions regarding services

- **Community Link Centers**
  - Are integrated with CRM and no longer use multiple systems
  - Provide customer walk-ins with access to the 311 website in Link Center locations – similar to airport kiosks
  -
- **Departments that receive customer contacts**
  - Are equipped with CRM tools and can offer assistance or transfer to 311
  - Monitor and adjust customer service workflow processes more effectively using a centralized source for data
  - Proactively identify customer service issues and action plans before they become Council/City Manager/Mayor issues
  - Consistently keep 311 and City Council in the loop on customer service response progress
- **Mayor and Council will:**
  - Have access to customer service response performance results
  - Use standardized and user friendly reporting tools to assess the service provided and the status of service within their Council districts

### **CRM Initiative Goals and Objectives**

The City will realize this vision after achieving the following goals and objectives over the next 3 – 5 years.

- **Improve Customer Service**
  - Improve the City’s ability to “close the loop” with customers and understand the actual level of service being provided
  - Improve efficiency and effectiveness of 311 customer service representatives and department front line service staff (through provision of a user friendly CRM and knowledge base)
  - Increase the number of communication channels (phone, web, fax, email, web-chat, walk-in) customers can choose to interact with the City (conduct transactions, ask questions, report issues)
  - Significantly reduce multiple customer handoffs/transfers for information and/or service
- **Improve Customer Service Resource Management**
  - Standardize customer information and service request data tracking and reporting
  - Expand supervisor and manager data tracking and reporting capabilities related to work order processes
- **Improve Department Service Performance Accountability**
  - Increase the accuracy and specificity of customer service request closure data
  - Track and monitor service level agreements

### **Anticipated Benefits**

In addition to operational cost savings as a result of streamlined processes, automation, and reduction in misdirected calls, the City expects to achieve the following benefits following completion of all CRM Initiative phases. Some benefits may be achieved earlier than others as noted below:

- **For the Citizen, Business, or Visitor**
  - Will not be transferred again, and again, and again . . .
  - Will be greeted by cheerful, helpful employees who will approach you and your situation with respect and understanding

- If you are transferred, it will be to the expert who can help you
- Customer centric approach is made available
- You only walk through one door
- **For the Employee**
  - You will have an accurate resource for City resources (names, departments, etc.)
  - Misdirected calls will be reduced or eliminated
  - Your efficiency and effectiveness will be improved
  - Your customers will be happier
- **For Mayor, City Manager's and Council Members**
  - Customer experience and service will be improved
  - Misdirected calls will be reduced or eliminated
  - Ability to follow-up on customer service requests and obtain answers to your questions will be expedited
  - Information related to customer service requests will be timely and accurate
  - Customer service data will be available to improve allocation of resources or develop programs that will improve customer service response

The City of San Antonio seeks Proposals from qualified Respondents interested in helping the City achieve its Enterprise CRM vision and anticipated benefits by providing the services as described in this RFCSP.

## **II. SCOPE OF SERVICES, STATEMENT OF WORK & TECHNICAL REQUIREMENTS**

This section provides an overview of the scope of services, statement of work, and functional and technical requirements the Respondent will be required to fulfill as part of its contract with the City. Additional details regarding the statement of work and functional and technical requirements are included in Attachments G-1, G-2, and G-3

It is the intent of the City of San Antonio's Information Technology Services Department (ITSD) to leverage its existing software and hardware infrastructure with the proposed solution being presented by respondents to this RFCSP as much as possible. A list of the City's current software and infrastructure standards may be found in Exhibit 14.

ITSD will provide computing and infrastructure services for the selected hardware and software solution in one or both of the two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments. ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed solution in accordance with a Service Level Agreement (SLA) to be jointly developed by ITSD, the solution Respondent, and the business owner of the solution. Management of the Application Layer (business logic) will be determined by SLA.

To the extent that information technology equipment necessary to support the solution must be deployed outside of the City's managed datacenter environment, the respondent must include in their response the scope necessary to provide appropriate environmental and compliance controls for the proposed solution.

Any information technology components (hardware or software) proposed by the respondent that will interface with any City information systems or information technology infrastructure must comply with the City's current information technology standards (see Attachment G-2).

## Scope of Services

The City has defined a planned, phased approach to implement the enterprise CRM. The scope of services for this RFCSP is focused on Phase 1 of the approach described below. Following phases will require a similar set of services to be applied to a different set of departments as listed below.

### ■ Proposed Solution – Conceptual Models

Figure 1 presents a conceptual model of the Enterprise CRM and how it will fit within the City's business and technical environment:

**Figure 1: Enterprise CRM Conceptual Model – System Functionality and Connectivity**

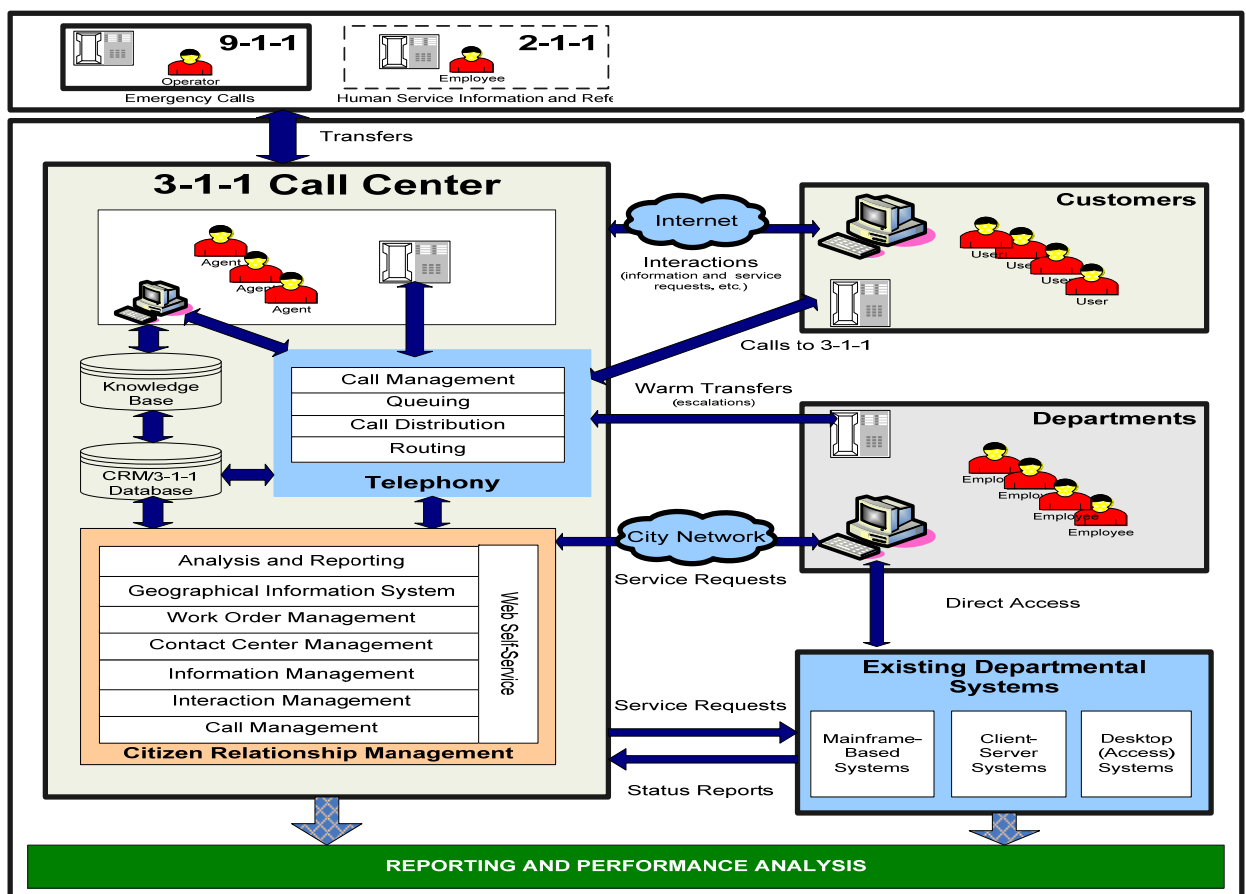
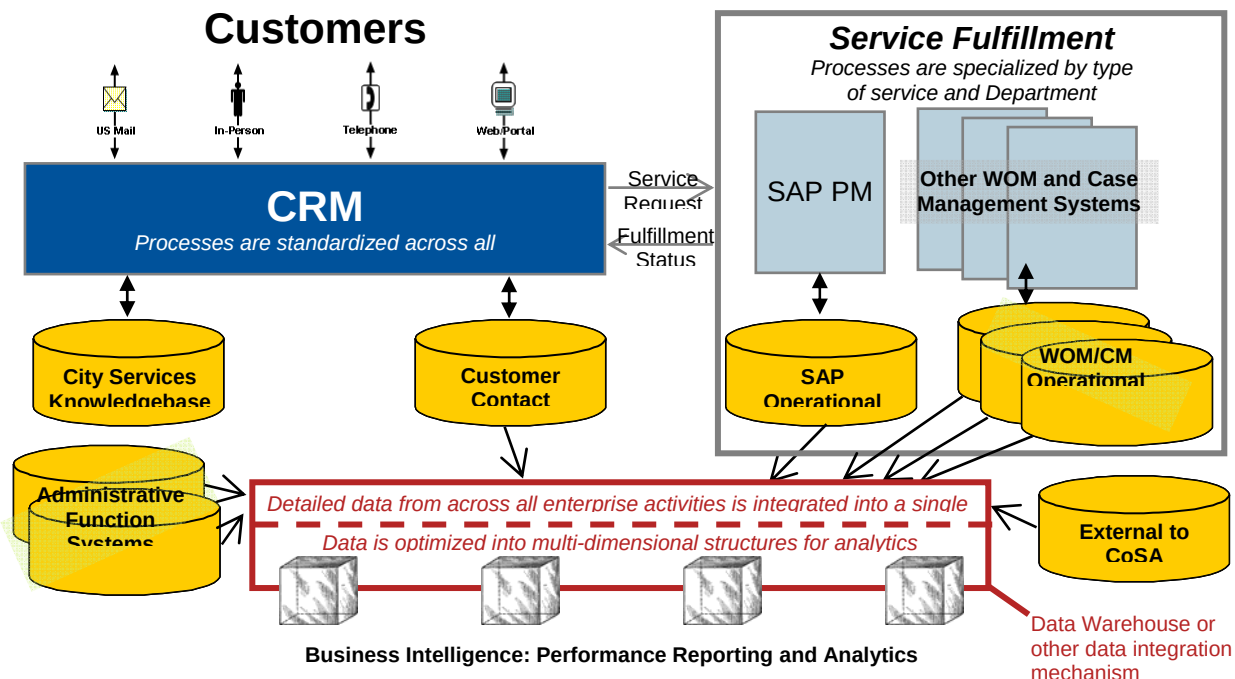


Figure 2 depicts a conceptual model for data storage related to CRM and Work Order Management (WOM) systems and reporting:

**Figure 2: Enterprise CRM Conceptual Model - Information Flow and Data Storage**

### ■ Phased Approach to Implementation

The City's Enterprise CRM Initiative will involve business process standardization and re-engineering, expansion of the existing 311/Customer Service organization's responsibilities and purview, and implementation of an enterprise CRM solution that integrates with existing and future work order and case management systems. Given the size and complexity of this initiative, the City must implement it using a carefully planned phased approach. The City has broken Departments and related initiative implementation activities up into the following phases:

**Table 1: Department Phasing for Enterprise CRM Implementation**

| Phase | Departments                                                                                                                                                                                                                                                                                                                                                                                       |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <ul style="list-style-type: none"> <li>■ Animal Care Services</li> <li>■ Capital Improvement Management Services (CIMS)</li> <li>■ City Council Office</li> <li>■ City Manager's Office</li> <li>■ Customer Service / 311</li> <li>■ Housing &amp; Neighborhood Services – Code Compliance</li> <li>■ Parks &amp; Recreation</li> <li>■ Public Works</li> <li>■ Solid Waste Management</li> </ul> |
| 2     | <ul style="list-style-type: none"> <li>■ Customer Service / Community Link Centers</li> <li>■ City Clerk</li> <li>■ Community Initiatives (DCI)</li> <li>■ Downtown Operations</li> <li>■ Fire</li> <li>■ Health</li> </ul>                                                                                                                                                                       |

| Phase               | Departments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <ul style="list-style-type: none"> <li>■ Military Affairs</li> <li>■ Municipal Courts</li> <li>■ Planning &amp; Development Services</li> <li>■ Police Department (SAPD)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3- “n” <sup>3</sup> | <ul style="list-style-type: none"> <li>■ Aviation</li> <li>■ City Attorney</li> <li>■ City Auditor</li> <li>■ Convention, Sports, &amp; Entertainment Facilities (CSEF)</li> <li>■ Conventions &amp; Visitors Bureau</li> <li>■ Cultural Affairs</li> <li>■ Environmental Policy (OEP)</li> <li>■ Finance</li> <li>■ Fleet Maintenance &amp; Operations</li> <li>■ Grants Monitoring &amp; Administration</li> <li>■ Human Resources</li> <li>■ International Affairs</li> <li>■ Library</li> <li>■ Management &amp; Budget</li> <li>■ Purchasing &amp; General Services</li> </ul> |

### ■ Steps for Each Phase

The City will require, at a minimum, the following steps to be completed for each Phase. Respondents may expand these steps based on their own methodology and experience with other customers.

**Table 2: Minimum Steps Required for Each Phase**

| Step | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | <b>Project Planning and Initiation</b> <ul style="list-style-type: none"> <li>■ Development of Project Charter</li> <li>■ Development of Project Plan</li> <li>■ Development of Risk Management Plan</li> <li>■ Updating of Organizational Change and Communication Plans</li> <li>■ Project Initiation Meetings</li> </ul>                                                                                                                                     |
| 2    | <b>System Requirements Validation</b> <ul style="list-style-type: none"> <li>■ Validation of business and technical requirements</li> <li>■ Assessment of business process re-design opportunities</li> </ul>                                                                                                                                                                                                                                                   |
| 3    | <b>System Configuration</b> <ul style="list-style-type: none"> <li>■ Design and configuration of required CRM functionality</li> <li>■ Design and configuration of required knowledge base</li> <li>■ Design and configuration of required reporting and knowledge management functionality</li> <li>■ Design and development of interfaces to meet work order management and GIS requirements and any other interfaces identified in Attachment G-2</li> </ul> |

<sup>3</sup> Phase 3, 4 etc. up to the “nth” Phase.

| Step | Description                                                                                                                                                                                                                                                                                                                                                                                  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <ul style="list-style-type: none"> <li>■ Deployment of hardware and software environments</li> <li>■ Testing and integration of a completed solution</li> </ul>                                                                                                                                                                                                                              |
| 4    | <b>System Deployment and Training</b> <ul style="list-style-type: none"> <li>■ Organizational Change Management and Communications Activities</li> <li>■ Training of CoSA end users, system administrators and technical support staff</li> <li>■ Deployment of solution to Phase participants</li> <li>■ Review of deployment results and acceptance</li> <li>■ Final acceptance</li> </ul> |
| 5    | <b>Phase Evaluation</b> <ul style="list-style-type: none"> <li>■ Evaluate user acceptance and organizational change management</li> <li>■ Document lessons learned</li> </ul>                                                                                                                                                                                                                |

See Exhibit 10 for more detail regarding the City's current draft project management plan. The selected Respondent will be expected to update this project plan as one of its initial deliverables.

#### ■ Profile of Customer Call Volume Contacts for the City

In order to plan for the increase in call volume and additional work required to support other customer service channels, the City conducted a survey of all City Departments regarding their current customer service environment. This survey requested estimated customer contact data for multiple customer channels including: telephone, email, mail, fax, and web. The City then compared this data against additional tracking sources to prepare the following customer volume contact estimates that must be taken into account during the selection of a proposed solution and planning for the implementation of the Enterprise CRM solution.

##### • Call Volume Contacts

The City's inbound call volumes are estimated at 16.9 million. The City's 311 organization currently handles 1,417,344 calls annually. Based on survey data collected, the City anticipates 311 could increase its call volumes in support of Phase 1 departments by as many as 450,000 calls per year initially. It also anticipates the call volume could potentially increase over time to approximately 3 million calls annually based providing additional support to Phase 1 departments for service requests and all City departments for information requests.

##### • Web Customer Contact Planning Volume Information

In order to plan for accommodation and expansion of web traffic that must be supported by the Enterprise CRM solution, the City analyzed Web payment totals and online service requests between June 2008 and June 2009. The following data pertains to this analysis:

##### **Annual Total Web Visit Count to [www.sanantonio.gov](http://www.sanantonio.gov)**

This figure was approximately 11,483,566 over the past year. The Department breakdown total was 13,050,390 which is in line with numbers reported by Departments in the Citywide survey conducted. Phase 1 department web visits totaled 1,827,061.

**Web Payment Totals**

| Department                    | Web Payment Transactions | Amount Paid    |
|-------------------------------|--------------------------|----------------|
| CVB Priority Mail Request     | 2,272                    | \$6,520.64     |
| Development Services (Hansen) | 23,442                   | \$2,401,854.95 |
| Municipal Courts              | 18,899                   | \$3,100,660.17 |
| San Antonio Airport Parking   | 2,705                    | \$192,510.00   |

**Online Service Requests**

| Department                          | Total Web Service Requests |
|-------------------------------------|----------------------------|
| Code Compliance                     | 4,479                      |
| Solid Waste and Public Works (TSPW) | 1,178                      |

- **e-Mail Customer Contact Planning Volume Information**

The City also evaluated its inbound email traffic, excluding SPAM. This number totaled approximately 13.9 million over a 12 month period from June 2008 through May 2009. This number was not broken down by department so the number for Phase 1 departments can not be validated at this time, as City survey data reported is significantly lower than this overall figure.

**Statement of Work**

The City wishes to contract with a single Contractor who is committed to best practices and can provide the products and implementation services for Phase 1 of this Initiative as summarized below:

- **Implementation Services:** project management, requirements definition and application design, configuration and development, testing, and implementation, training and organizational change management. (Please note that since this scope of work will be for Phase 1 and the assumption is this approach will be repeatable for future phases.)
- **Application Warranty Services:** activities associated with repairing errors/defects for Respondent developed application or enhancements that are discovered within 180 days of the application or enhancements being placed into the applicable production environment.
- **Maintenance Services:** maintenance and help desk services in support of the installed enterprise CRM solution.
- **CRM products:** CRM COTS (Commercial Off The Shelf) software including reporting functionality, knowledge base functionality, and supporting hardware required to establish the enterprise CRM solution in the City of San Antonio.

The Respondent must refer to Attachment G-3 CRM Implementation and Service Support Requirements for details on the scope of services it will be required to fulfill as part of its contract with the City.

- **City Key Responsibilities**

The Respondent must provide appropriate support to the City as it fulfills its responsibilities, including those in the following key areas:

**Project Management**

- The City, with the assistance and input from the Contractor, retains the ultimate responsibility for project management. The City Project Manager will work with the

Contractor Project Manager to set direction for work, manage expectations, and ensure that deliverables are met. The City Project Manager will also lead the team in the identification and management of project risk. The City Project Manager will also work with the Contractor Project Manager to identify and resolve project Issues. The City Project Manager will also work with the Contractor Project Manager to assign appropriate resources to bring the project to completion.

#### **Policy and Standards Development**

- The City, with the assistance and input from the Respondent, retains responsibility for approving IT policies and IT standards for the City.

#### **Data Security**

- The City, with the assistance and input from the Respondent, will continue to be responsible for the setting of data security policies to protect its proprietary information.

#### **Annual Business Planning**

- The City will also continue to be responsible for planning its business initiatives. The Respondent shall work with the City to rationalize IT contribution to the business plan.

A more detailed description of roles and responsibilities can be found in Attachment G-3 CRM Implementation and Service Support Requirements.

#### **■ Changes in Scope of Services**

During the solicitation period, the City reserves the right to change, add, or delete, any part of this RFCSP. Additions, deletions, or modifications to the original RFCSP shall be made by RFCSP addenda, which will become an integral part of the RFCSP and/or Respondent proposal.

The City reserves the right to award a contract for services that is less than those services specified in the scope of the RFCSP.

#### **■ Use of Subcontractors**

With the City's approval, if the Respondent contracts with other suppliers (subcontractors) to provide services under the resulting contract, the City shall require that the Respondent be responsible for the management and performance of subcontractors that the Respondent may involve in the provision of the subcontracted services.

The Respondent must ensure the following:

- The effective management of the contract;
- The delivery of all contracted services according to City requirements;
- That IT security and privacy of data, applications, and networks function as required during and beyond the term of the contract according to City requirements;
- The provision and implementation of a smooth transition (commencement) plan to minimize disruption and risk to City operations and personnel during the transition period;
- The provision of an exit plan to minimize disruption and risk to City operations and personnel during the termination transition period;
- The continuous improvement of services, service levels, and/or price/productivity performance throughout the term of the contract.

## **Functional Requirements**

The CRM functional requirements are based on industry best practices, Gartner research, and requirements specific to the City based on interviews and validation activities. These requirements support standardized customer service process flows that have been documented by the City, (See Exhibit 7). Requirements are grouped into functional areas to facilitate the evaluation of Respondent's submittal and provide a comparison of proposed solutions. See Attachment G-1 for the complete list of functional requirements with which a proposed CRM solution must comply. The primary functional requirements groups are:

### **■ Interaction Management**

- Customer Management
- Interaction Creation
- Interaction Types
- Interaction Records
- Interaction Tracking
- Interaction Changes and Tasks
- Communication Channels
  - Telephone
  - Email
  - Web
  - Web-Chat
  - Fax
  - Text Messaging
  - IM
  - Mail
  - Walk-in
  - City Council

### **■ Knowledge Management**

- Content Permissions and Version Control
- Content Management
- Content Utilization
- Content Import-Export
- Content Search

### **■ Contact Center Management**

- CSR User Interface
- Contact Routing
- Contact Processing
- Workforce Management
- Quality Assurance
- E-Learning and Support
- Scripting

- Forms and Collateral
- Alerts and Notification
- Escalation Capabilities

### **Technical Requirements**

The CRM technical requirements are based on industry best practices, Gartner research, and requirements specific to the City based on interviews and validation activities. Requirements are grouped into common technical categories to facilitate the evaluation of Respondent's submittal and provide a comparison of proposed solutions. See Attachment G-2 for the complete list of technical requirements and City standards with which a proposed CRM solution must comply. The primary technical requirements groups are as follows:

- General
- Hardware/Platform
- Network/Telecommunications
- Communications Channels
- Data
- Computer Telephony Integration
- Universal Queue Support
- Integration / Interface
- Redundancy and Scalability
- Security
- Accessibility, Reliability, and Flexibility
- Audit
- Backup and Archive, and Business Continuity
- System Administration
- E-Payments
- GIS

### **Milestone Payments**

The City desires a deliverables-based payment plan that will reward the vendor for successful completion of key deliverables. Payment for these key deliverables will be made when items for each milestone are received with a formal deliverable transmittal signed by the Contractor's Project Manager for each milestone. 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, the Contractor will be paid 90% of the agreed upon milestone. In the event of any nonconformity or nonfunctionality of a deliverable, the City shall send Contractor written notification within 30 days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Contractor 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 14 days of delivery. Contractor 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 Contractor with a third notice of any nonconformity or nonfunctionality of the system and Contractor will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Contractor.

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

See Attachment F for the Respondent Pricing Format and Template that includes the Milestone worksheet.

### **III. INTELLECTUAL PROPERTY**

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

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

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

1. Either:

- a) obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) 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.

2. Respondent further agrees to:

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

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

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and
4. the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### **IV. 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

#### **V. OWNERSHIP AND LICENSES**

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

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

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any

circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

## **VI. CERTIFICATIONS**

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

## **VII. PRE-SUBMITTAL CONFERENCE**

Two (2) Pre-Submittal Conferences will be held on **Monday, August 10, 2009 and August 24, 2009** in the San Antonio Central Library Auditorum at 600 Soledad, San Antonio, Texas 78205. The Pre-Submittal Conferences will run **from 9:00 a.m. until 12:00 p.m.**

Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The Pre-Submittal Conference location is wheelchair accessible. The accessible entrance is located at 600 Soledad, San Antonio, Texas 78205. Accessible parking spaces are located at 600 Solidad. 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.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

## **VIII. RESTRICTIONS ON COMMUNICATION**

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFCSP or Proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conferences.
2. Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below **2:00 p.m. (CST), local time, on Wednesday, August 26, 2009**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

**William Flint, Senior Procurement Specialist**  
**City of San Antonio, Purchasing and General Services Department**  
**Riverview Towers**  
**111 Soledad, Suite 1100**  
**San Antonio, TX 78205**

However, electronic submissions by e-mail will also be accepted at [william.flint@sanantonio.gov](mailto:william.flint@sanantonio.gov). Please pay attention to the TIME STAMP of your email and submit at least 30 minutes prior to deadline CST time. The City server's Time Stamp will rule and shall be the Official Time of Submission. The City is on Central Standard Time.

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the Good Faith Effort Plan form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-8098 or by e-mail at [melissa.aguillon@sanantonio.gov](mailto:melissa.aguillon@sanantonio.gov). Respondents and/or their agents may contact Ms. Aguillon at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted.
  4. Respondents may provide responses to questions asked of them by the Staff Contact Person named above in A-2 after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- B. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.
- C. **This contract has been designated as "high-profile."** For contracts that have been designated by the City as high-profile, City Code Article VII, Section 2-309 provides that the following individuals cannot make a campaign or officeholder contribution to any councilmember or candidate during the "black-out" period:
1. any individual seeking a high-profile contract;
  2. any owner or officer of an entity seeking a high-profile contract;
  3. the designated legal signatory of high-profile contract
  4. the spouse of any of these individuals; and
  5. any attorney, lobbyist or consultant retained to assist in seeking a high-profile contract

The contribution "black-out" period will run from the 10<sup>th</sup> business day after the solicitation has been released until the 30<sup>th</sup> calendar day after the contract has been awarded.

Any legal signatories for a proposed high-risk contract must be identified within the response to this solicitation, if the identity of the signatory will be different from the individual submitting the response.

If any of the listed individuals have made a campaign or officeholder contribution during the “black out” period, the City cannot award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

## **IX. ADDENDUMS TO RFCSP**

Changes, amendments, or written responses to questions received in compliance with Section XIII, Restriction on Communications will be posted on the City’s website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent’s responsibility to review this site and ascertain whether any addendums have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of addendums to this RFCSP by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP, and changes to the RFCSP – if any – shall be made by addendum only.

The only avenue for making changes to this RFCSP is a published Addendum. Addendums are posted to the City’s website and to <http://www.demandstar.com/>. If there is a conflict between anything contained on the City’s website, Demandstar, and/or the signed and issued Addendum, then the Addendum will control.

## **X. PROPOSAL REQUIREMENTS**

Respondent’s Proposal shall include the following items in the following sequence:

PROPOSAL: Prepare and submit the Proposal based on the requirements stated in this RFCSP. (ATTACHMENT A)

RESPONDENT QUESTIONNAIRE: Complete and submit the Respondent Questionnaire. (ATTACHMENT B)

DISCRETIONARY CONTRACTS DISCLOSURE: Form to be completed on-line, print copy for placement in RFP response and submit electronically. Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>. (ATTACHMENT C)

LITIGATION DISCLOSURE: Complete and submit the Litigation Disclosure Form. 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 with the proposal. (ATTACHMENT D)

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY FORM: Complete, sign and submit the Good Faith Effort Plan form. (ATTACHMENT E)

PRICING SCHEDULE: Complete and submit the Pricing Schedule. (ATTACHMENT F)

ADDITIONAL PROJECT DOCUMENTS: Please complete and return with Proposal Packet, (ATTACHMENT G)

SIGNATURE PAGE: Complete, sign and submit the Signature Page. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. (ATTACHMENT H)

PROOF OF INSURABILITY: Obtain and submit a letter from Respondent's insurance Respondent stating Respondent's commitment to insure the Respondent for the types of coverage 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. (ATTACHMENT I)

PROPOSAL BOND: Respondent must submit a proposal bond, in a form acceptable to the City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$10,000.00. The Proposal Bond shall be valid for one-hundred and twenty (120) days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. (ATTACHMENT J)

PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist. (ATTACHMENT K)

ADDENDUMS: Respondent must sign and submit a copy of all Addendums as posted on the City's website at <http://epay.sanantonio.gov/RFPListings/> or <http://www.demandstar.com/>.

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 DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **XI. SUBMISSION OF PROPOSALS**

- A. Respondent shall submit one (1) original, signed in ink and ten (10) copies of the Proposal and two (2) electronic versions of entire bid on CD-Rom in PDF Format, in a sealed package, clearly marked on the front: **"RFCSP 09-118-WF"**. All Proposals must be received in the City Clerk's Office **no later than 2:00 p.m. central time, Friday, September 11, 2009** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

City Clerk's Office

Attn: RFCSP # **09-118-WF**

P.O. Box 839966,

San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office  
Attn: RFCSP # **09-118-WF**  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section X, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit responses to this RFCSP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number in their proposal's Respondent Questionnaire.
- If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the Signature Page of its proposal, the Director of the City Purchasing Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the 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.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the pre-submittal conference, if any, or during any phase of the selection process, shall be

borne solely by Respondent.

## **XII. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFCSP. The City will appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. Final approval of a selected Respondent is subject to the action of the San Antonio City Council. The Evaluation Criteria are:

A. Experience, Background, Qualifications (35%)

B. Proposed Solution (30%)

C. Pricing (15%)

D. Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10%) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

SMBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:

- a. One percent (1%) for submission/approval of the Good Faith Effort Plan.
- b. One percent (1%) for meeting/exceeding the MBE goal.
- c. One percent (1%) for meeting/exceeding the WBE goal.
- d. One percent (1%) for meeting/exceeding the AABE goal.
- e. One percent (1%) for meeting/exceeding the SBE goal.

### **XIII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one or no contract(s) in response to this RFCSP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFCSP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one 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.
- E. City will 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(s) provides the necessary evidence of insurance and performance bond 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 negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. 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.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers which shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. 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: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- J. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-43 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment C)

- K. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- L. Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205

#### **XIV. PERFORMANCE AND PAYMENT BONDS**

If selected, Respondent shall provide a performance and a payment bond, each of which shall be in a form acceptable to the City, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the full amount of the contract price as estimated by the City. Each bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. Each bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. The performance bond shall be made payable to the City of San Antonio, Texas. The payment bond shall be provided as security for all persons supplying labor and material in the performance of the contract.

##### Payment Bond

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

The Performance and Payment Bonds must be executed and delivered to City prior to commencement of work under the contract awarded pursuant to this RFCSP.

## **XV. SOFTWARE ESCROW REQUIREMENT**

To ensure that the City will have access to the Contractor's source code in the event that the Contractor is unable to support the software, a copy of the Contractor's source code shall be kept by a trusted third party agreeable to the City. A Software Escrow Agreement, attached as RFCSP EXHIBIT 3 shall be submitted to evidence the deposit of the source code and the maintenance of the escrow account. The Contractor may submit its own Software Escrow Agreement, provided it is in substantially similar form to the attached RFCSP EXHIBIT 3, in the determination of the City.

## **XVI. PRIORITY OF DOCUMENTS PROVISION**

In the event of a conflict in the provisions of this document and any other document attached or added and agreed upon subsequent to the submission of this document, at any time during the evaluation process or during the performance of the agreement or extensions, the provisions of this document shall control, regardless of any term or condition stating otherwise. When conflicting provisions occur, the order of priority in resolving these provisions shall be as follows:

1. This Document
2. The Contract
3. All Other Associated Documents, including Service Level Agreements

## **XVII. SCHEDULE OF EVENTS**

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

|                             |                                    |
|-----------------------------|------------------------------------|
| RFCSP Issue Date            | July 17, 2009                      |
| Pre-Submittal Conference #1 | August 10, 2009 (9am – Noon CST)   |
| Pre-Submittal Conference #2 | August 24, 2009 (9am – Noon CST)   |
| Final Questions Accepted    | August 26, 2009 (by 2 P.M. CST)    |
| Proposals Due               | September 11, 2009 (by 2 P.M. CST) |

**RFCSP EXHIBIT 1**  
**INSURANCE REQUIREMENTS**

THIS SECTION IS INTENTIONALLY LEFT BLANK

## INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFCSP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing & General Services Department, which shall be clearly labeled Enterprise Customer Relationship Management (CRM) Solution and Implementation Services in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing & General Services Department, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

| <u>TYPE</u>                                                                                                                                                                                                                               | <u>AMOUNTS</u>                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Workers' Compensation                                                                                                                                                                                                                  | Statutory                                                                                                                                                                                                        |
| 2. Employers' Liability                                                                                                                                                                                                                   | \$1,000,000/\$1,000,000/\$1,000,000                                                                                                                                                                              |
| 3. Broad Form Commercial General Liability Insurance to include coverage for the following:<br>a. Premises operations<br>b. Independent Contractors<br>c. Products/completed operations<br>d. Personal Injury<br>e. Contractual Liability | For Bodily Injury and Property Damage of \$1,000,000 per occurrence;<br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage                                                |
| 4. Professional Liability (Claims Made Form)                                                                                                                                                                                              | \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services. |

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the City as an additional insured. Respondent

shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

|                                                                                        |
|----------------------------------------------------------------------------------------|
| City of San Antonio                                                                    |
| Purchasing & General Services Department                                               |
| Enterprise Customer Relationship Management (CRM) Solution and Implementation Services |
| P.O. Box 839966                                                                        |
| San Antonio, Texas 78283-3966                                                          |

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the City and its officials, employees, volunteers and elected representatives as additional insured by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.
4. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

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

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement

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

**RFCSP EXHIBIT 2**  
**INDEMNIFICATION REQUIREMENTS**

THIS SECTION IS INTENTIONALLY LEFT BLANK

## **INDEMNIFICATION REQUIREMENTS**

### **INDEMNIFICATION**

**BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. 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 BIDDER 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.**

**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. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.**

**RFCSP EXHIBIT 3**  
**ESCROW AGREEMENT**

**THIS SECTION LEFT BLANK INTENTIONALLY**

## ESCROW AGREEMENT

This agreement ("Agreement") is effective \_\_\_\_\_, 20\_\_ among \_\_\_\_\_ ("Custodian"), Respondent's Name ("Depositor") and the City of San Antonio ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Preferred Beneficiary have entered or will enter into an Annual Contract for the Enterprise Customer Relationship Management (CRM) Solution and Implementation Services between the City of San Antonio and Respondent's Name, regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with Custodian to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the Annual Contract for the Enterprise Customer Relationship Management (CRM) Solution and Implementation Services between the City of San Antonio and Respondent's Name, pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

## ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to Custodian the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement. Custodian shall have no obligation to either party with respect to the preparation, accuracy, execution or delivery of Deposit Materials.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to Custodian, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete a copy of Exhibit A to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Each Exhibit A shall be signed by Depositor and delivered to Custodian with the Deposit Materials. Unless and until Depositor makes the initial deposit with Custodian, Custodian shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Acceptance of Deposit. Custodian will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit A by visually matching the labeling of the tangible

media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit A. Depositor shall provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If Custodian determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit A attached hereto, Custodian will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Custodian will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Other than Custodian's inspection of the Deposit Materials, Custodian shall have no obligation to the accuracy, completeness, functionality, performance or non-performance of the Deposit Materials.

1.4 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with Custodian;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to Custodian and Preferred Beneficiary the rights as provided in this Agreement;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of Custodian under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified in the License Agreement; and
- e. The Deposit Materials are readable and useable in the appropriate technical environment their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.
- f. The Deposit Materials include the source code corresponding to the computer software licensed by Depositor to Preferred Beneficiary under the License Agreement, except for third-party software that Depositor has no right to provide to Custodian or to Preferred Beneficiary in source code form. Either the License Agreement or Exhibit A properly identifies all third-party software embedded in or associated with the computer software licensed by Depositor to Preferred Beneficiary under the License Agreement that is not included in the Deposit Materials. The Deposit Materials include any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programming expert who is generally familiar with Fire Incident Report Systems and program code. The Deposit Materials include system documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the source code. Insofar as the "development environment" employed by Depositor for the development, maintenance, and implementation of the Source Code includes any device, programming, or documentation not commercially available to Preferred beneficiary on reasonable terms through readily known sources other than Depositor, the Deposit Materials shall include all such devices, programming, or documentation. The foregoing reference to such "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Depositor for the development, maintenance and implementation of the Source Code.

1.5 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version, release,

addition, modification or update of the licensed software, which is subject to the License Agreement; provided that Depositor shall not be required to make updates more often than once every four (4) months, nor less frequently than once per year. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit A and Depositor shall sign the new Exhibit A. Each Exhibit A will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit A. The processing of all deposit updates shall be in accordance with Sections 1.2 and 1.3 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

For purposes of this Agreement, Depositor may accomplish such updates by having the new version of the product added to the existing deposit or, alternatively and upon written instruction to Custodian and Preferred Beneficiary, exchanging the new version of the product for the old version of the product within the existing deposit.

1.6 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

1.7 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any Deposit Materials once within the first 90 days after execution of this Agreement by Preferred Beneficiary, and thereafter twice in any 12-month period. Preferred Beneficiary shall notify Depositor and Custodian of Preferred Beneficiary's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials as well as to confirm that it compiles to the pertinent object code of the licensed software. If verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian, or at Preferred Beneficiary's election, an independent person or company selected by Preferred Beneficiary who is reasonably acceptable to Depositor will perform the verification. The Preferred Beneficiary shall be responsible for all costs of the verification, including, without limitation, Custodian's fees associated with the verification, the costs incurred by Depositor relating to such verification (including, without limitation, travel and living expenses for Depositor personnel required to assist with the verification and fees for the services of such personnel, at Depositor's standard daily rates, as applicable).

## ARTICLE 2 -- **CONFIDENTIALITY AND RECORD KEEPING**

2.1 Confidentiality. Custodian shall have the obligation to reasonably protect the confidentiality of the Deposit Materials by maintaining the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of Custodian. Except as provided in this Agreement or any subsequent agreement between the Parties, Custodian shall not disclose, transfer, make available to any party, or use the Deposit Materials. Custodian shall not disclose the terms of this Agreement to any third party. If Custodian receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, Custodian will immediately notify the parties to this Agreement of same in writing, unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that Custodian does not waive its rights to present its position with respect to any such order. Custodian will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below. Custodian will not be required to disobey any order from a court or other judicial tribunal.

2.2 Status Reports. Custodian shall provide to Depositor and Preferred Beneficiary access to the Custodian's real-time, on-line portal to view data and documentation relative to this Agreement. Upon request, Custodian will provide ad hoc status reports to Depositor and Preferred Beneficiary.

2.3 Audit Rights. During the term of this Agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of Custodian pertaining to this Agreement. Any such inspection shall occur during normal business hours and following reasonable prior notice.

## ARTICLE 3 -- **RIGHT TO MAKE COPIES**

Custodian may make copies of the Deposit Materials as necessary to meet its obligations under this Agreement, while retaining a copy to carry out its obligations for other licensees who may benefit from the same arrangement. Custodian shall include in any copies all copyright, non-disclosure and other proprietary notices and titles contained on the Deposit Materials. With all Deposit Materials submitted to Custodian, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, without limitation, instructions as to necessary hardware or software. In all other respects, Custodian shall not make copies of the Deposit Materials except to fulfill an order of a court of competent jurisdiction (see Section 2.1).

If for any reason Custodian should make any copy of the Deposit Materials, Custodian shall promptly give written notice to Depositor of such action and shall explain the reason for such copying in the notice.

ARTICLE 4 -- **RELEASE OF DEPOSIT**

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the occurrence and continuance of any of the following:

a. Entry of an order for relief regarding Depositor under Title 11 (bankruptcy) of the United States Code, the making by Depositor of a general assignment for the benefit of its creditors, the appointment of a general receiver or trustee in bankruptcy of Depositor's business or property, or the commencement of similar proceedings under the bankruptcy, insolvency, liquidation or reorganization laws of any state or any other country or province (except that were entry of an order, appointment of a receiver or trustee in bankruptcy, or commencement of bankruptcy or insolvency proceedings is effected on an involuntary basis, then Depositor shall have 60 days to have such case or proceeding dismissed);

b. Depositor's failure to continue to do business in the ordinary course;

c. Any decision by Depositor to withdraw maintenance services in support of the Depositor software licensed by Depositor to Preferred Beneficiary under the License Agreement;

d. The occurrence of a breach as defined in the License Agreement;

e. The occurrence of any condition (whether or not qualifying as a breach) having a critical impact on necessary business functions (such as a continuing loss of service or data), which Depositor cannot or will not assure Preferred Beneficiary will be corrected so to restore necessary business functions using all reasonable means, and the release of the Deposit Materials is reasonably believed to enable Preferred Beneficiary to remedy such condition critically impacting Preferred Beneficiary's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by Preferred Beneficiary to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to Preferred Beneficiary immediately upon Custodian's receipt of written notice of such Release Condition in which Preferred Beneficiary shall explain why it believes the Deposit Materials will enable Preferred Beneficiary to resolve such critical impact condition and why an immediate release is required, but Preferred Beneficiary shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.]

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred and is continuing, then Preferred Beneficiary, at any time, may provide to Custodian written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Within five (5) business days of receipt of a written notice, Custodian shall provide a copy of the notice to Depositor. Custodian will promptly notify the Parties unless Custodian acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section. Such need for additional documentation or information may extend the time period for Custodian's performance under this section.

4.3 Contrary Instructions. From the date Custodian mails the notice by overnight express mail requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to Custodian contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, Custodian shall send a copy of Contrary Instructions to Preferred Beneficiary by overnight commercial express mail. Additionally, Custodian shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 and 4.1(e) of this Agreement, Custodian will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; or (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If Custodian does not receive Contrary Instructions from the Depositor, or if the Preferred Beneficiaries request to release is based on 4.1(e), Custodian is authorized to release the Deposit Materials to the Preferred Beneficiary. However, Custodian is entitled to receive any fees due Custodian before making the release. This Agreement will terminate upon the release of the Deposit Materials held by Custodian.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

## ARTICLE 5 -- **TERM AND TERMINATION**

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct Custodian in writing that the Agreement is terminated; (b) Custodian instructs Depositor and Preferred Beneficiary in writing ninety (90) days after its renewal date, that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) Custodian reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with Custodian, Custodian reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to Custodian, Custodian shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to Custodian to cure the default. If the past due payment is not received in full by Custodian within one (1) month of the date of such notice, then Custodian shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. Custodian shall have no obligation to take any action under this Agreement so long as any payment due to Custodian remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, Custodian shall destroy, return to Depositor, or otherwise deliver the Deposit Materials in accordance with Depositor's

instructions. If there are no instructions, Custodian may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. Custodian shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with Custodian or have been totally released to the Preferred Beneficiary in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.4);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The obligation to pay Custodian any fees and expenses due;
- d. The provisions of Article 7;
- e. Section 4.5 to the extent applicable; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

## ARTICLE 6 -- CUSTODIAN'S FEES

6.1 Fee Schedule. Custodian is entitled to be paid its agreed fees and expenses applicable to the services provided by Depositor. Custodian shall notify Depositor of Custodian's fees at least sixty (60) days prior to any increase in fees. For any service not listed on Custodian's standard fee schedule, Custodian will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. Custodian shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to Custodian are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, Custodian may terminate this Agreement in accordance with Section 5.2.

## ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. Custodian may act in reliance upon any instruction, instrument, or signature reasonably believed by Custodian to be genuine. Custodian may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Custodian will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Custodian shall not be responsible for failure to act as a result of causes beyond the reasonable control of Custodian.

7.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless Custodian from any and all claims, actions, damages, arbitration fees and expenses, costs, reasonable attorney's fees and other liabilities ("Liabilities") incurred by Custodian directly resulting from this escrow arrangement, except where it is adjudged that Custodian acted with gross negligence or willful misconduct.

7.3 Limitation of Liability and Waiver of Consequential Damages.

(a) Notwithstanding anything else herein, all liability, if any, whether arising in contract, tort (including negligence) or otherwise, of Custodian under this Agreement shall be limited to the amount equal to ten times the then annual fees owed or paid to Custodian under this Agreement. If claim or loss is made in relation to a specific deposit or deposits, such liability shall be limited to the fees related specifically to such deposits. This limit shall not apply for: (I) any claims of infringement of any patent, copyright, trademark or other proprietary right; (II) liability for death or bodily injury; (III) damage to tangible property (excluding the Deposit Material); (IV) theft; or (V) proven gross negligence or willful misconduct.

(b) In no event will Custodian be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties and whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct Custodian to take, or refrain from taking any action, that party shall:

- a. Give notice to Custodian at least five (5) business days prior to the hearing; and
- b. Include in any such order that, as a precondition to Custodian's obligation, Custodian be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order.

## ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Custodian is not a party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. Custodian's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by Preferred Beneficiary and Exhibit B need not be signed.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by registered mail, or through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all non-critical documents (such as invoices) and non-critical communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, Custodian shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless Custodian receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. Each party shall be responsible for its own attorney fees to enforce this agreement.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

\_\_\_\_\_  
Depositor

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Preferred Beneficiary

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

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

**Custodian**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**3 - EXHIBIT A****DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name \_\_\_\_\_

Account Number \_\_\_\_\_

Product Name \_\_\_\_\_

**DEPOSIT MATERIAL DESCRIPTION:**

| Quantity | Media Type & Size         | Label Description of Each Separate Item |
|----------|---------------------------|-----------------------------------------|
| _____    | Disk 3.5" or _____        |                                         |
| _____    |                           |                                         |
| _____    | DAT tape _____ mm         |                                         |
| _____    |                           |                                         |
| _____    | CD-ROM                    |                                         |
| _____    |                           |                                         |
| _____    | Data cartridge tape _____ |                                         |
| _____    |                           |                                         |
| _____    | TK 70 or _____ tape       |                                         |
| _____    |                           |                                         |
| _____    | Magnetic tape _____       |                                         |
| _____    |                           |                                         |
| _____    | Documentation             |                                         |
| _____    |                           |                                         |
| _____    | Other                     |                                         |
| _____    | _____                     |                                         |

**PRODUCT DESCRIPTION:**

Environment \_\_\_\_\_

**DEPOSIT MATERIAL INFORMATION:**

Is the media or are any of the files encrypted? If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

|                                                                                                  |                                          |
|--------------------------------------------------------------------------------------------------|------------------------------------------|
| I certify for <b>Depositor</b> that the above described <b>Custodian</b> has accepted the above. |                                          |
| Deposit Materials have been transmitted to Custodian: _____                                      |                                          |
| <b>Materials</b>                                                                                 | <i>(any exceptions are noted above):</i> |

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Date Accepted \_\_\_\_\_  
 Exhibit A# \_\_\_\_\_  
 \_\_\_\_\_

**3 EXHIBIT B****DESIGNATED CONTACT**

|                                                                                                      |                                                                                           |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Account Number_____                                                                                  |                                                                                           |
| <b>Notices, deposit material returns and communications to <u>Depositor</u> should be addressed:</b> | <b>Notices and communications to <u>Preferred Beneficiary</u> should be addressed to:</b> |
| Company Name: _____                                                                                  | Company Name: _____                                                                       |
| Address: _____                                                                                       | Address: _____                                                                            |
| Designated Contact: _____                                                                            | Designated Contact: _____                                                                 |
| Telephone: _____                                                                                     | Telephone _____                                                                           |
| Facsimile: _____                                                                                     | Facsimile: _____                                                                          |
| E-mail: _____                                                                                        | E-mail: _____                                                                             |
| Verification Contact: _____                                                                          | Verification Contact: _____                                                               |
| Telephone/E-mail: _____                                                                              |                                                                                           |
| Fees for this agreement will be paid by _____                                                        |                                                                                           |
| _____ <b><u>Depositor.</u></b>                                                                       |                                                                                           |
| <b>Invoices to <u>Depositor</u> should be addressed to:</b>                                          |                                                                                           |
| Company Name: _____                                                                                  | Company Name: _____                                                                       |
| Address: Attn: _____                                                                                 | Address: _____                                                                            |
| _____                                                                                                | _____                                                                                     |
| _____                                                                                                | _____                                                                                     |
| Billing Contact: _____                                                                               | Billing Contact: _____                                                                    |
| Telephone: _____                                                                                     | Telephone: _____                                                                          |
| Facsimile: _____                                                                                     | Facsimile: _____                                                                          |
| E-mail: _____                                                                                        | E-mail: _____                                                                             |
| P.O.# _____                                                                                          | P.O.#: _____                                                                              |

Requests from Depositor or Preferred Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Preferred Beneficiary.

|                                                                                              |                                                                                |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b><i>Agreements, Deposit Materials and notices to Custodian should be addressed to:</i></b> | <b><i>All invoice fee remittances to Custodian should be addressed to:</i></b> |
|                                                                                              |                                                                                |
| Custodian                                                                                    | Custodian                                                                      |
| _____                                                                                        | _____                                                                          |
| _____                                                                                        | _____                                                                          |
|                                                                                              |                                                                                |
| Telephone:                                                                                   |                                                                                |
| Facsimile:                                                                                   | Date:                                                                          |
|                                                                                              | _____                                                                          |
| <b>E-mail:</b>                                                                               |                                                                                |
|                                                                                              |                                                                                |

**RFCSP EXHIBIT 4**  
**INTERLOCAL PARTICIPATION**

THIS SECTION IS INTENTIONALLY LEFT BLANK

**1. INTERLOCAL PARTICIPATION**

- a. The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter “RFO”). 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 RFO shall be listed on a rider attached hereto, if known at the time of issuance of the RFO. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- b. 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.
- c. Entity purchase orders shall be submitted to Vendor by the Entity.
- d. 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.**

**RFCSP ATTACHMENT A**

**PROPOSAL**

Reserved for submission of Proposal based on the Scope of Services, Statement of Work and Technical Requirements of this RFCSP (Respondents are required to use the Respondent Proposal Format and Template – See Procurement Website at <http://epay.sanantonio.gov/RFPListings/> for RFCSP Attachment A.)

THIS SECTION IS INTENTIONALLY LEFT BLANK

**RFCSP ATTACHMENT B**  
**RESPONDENT QUESTIONNAIRE**

THIS SECTION IS INTENTIONALLY LEFT BLANK

## RESPONDENT QUESTIONNAIRE

### PART A - 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. If this proposal includes Co-Respondents or one or more sub-contractors providing 10% or more of proposed work, provide the required information in this Item #1 for each Co-Respondent or sub-contractor 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: \_\_\_\_\_

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.)

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: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes ☐ No ☐

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

Yes ☐

No ☐

If "Yes", list authorizations/licenses.

---

---

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

6. **Local 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. \_\_\_\_\_

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

Yes ☐

No ☐

If "Yes", respond to a and b below:

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

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

8. **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.

---

---

9. **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.

---

---

10. **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.

---



---

11. Provide any other names under which Respondent has operated within the last 10 years.

---



---

**PART B - REFERENCES** - Provide three (3) references with comparable scope of services. The references must be for projects Respondent has listed in response to Question #1 in Part C of this Respondent Questionnaire. These references should include projects where you implemented CRM products in support of 311 strategy and operations and integrated systems with VoIP and Avaya telephony. If you are proposing using a sub-contractor that is providing 10% or more of services, provide two (2) references for the sub-contractor as well. If you have performed work with your sub-contractor in the past, please ensure your references reflect this past partnership.

**Reference No. 1:**

|                                                                                            |  |
|--------------------------------------------------------------------------------------------|--|
| <b>Company Name</b>                                                                        |  |
| <b>Industry</b>                                                                            |  |
| <b>Scope of Services Provided</b>                                                          |  |
| <b>Contract Size</b>                                                                       |  |
| <b>Implementation Start and End Dates</b>                                                  |  |
| <b>Contract Term (includes implementation and maintenance services)</b>                    |  |
| <b>Contact Name</b>                                                                        |  |
| <b>Contact Telephone Number</b>                                                            |  |
| <b>Contact Address</b>                                                                     |  |
| <b>Contact e-mail</b>                                                                      |  |
| <b>Respondent Project Manager Name</b>                                                     |  |
| <b>Project Team Members and their Role on the Project</b>                                  |  |
| <b>Solution Software Components Implemented (CRM and any additional software required)</b> |  |
| <b>Interfaces Developed</b>                                                                |  |
| <b>Organizational Change Management Activities and Tools Used</b>                          |  |
| <b>Quality Assurance Practices</b>                                                         |  |

**Reference No. 2:**

|                                                                                            |  |
|--------------------------------------------------------------------------------------------|--|
| <b>Company Name</b>                                                                        |  |
| <b>Industry</b>                                                                            |  |
| <b>Scope of Services Provided</b>                                                          |  |
| <b>Contract Size</b>                                                                       |  |
| <b>Implementation Start and End Dates</b>                                                  |  |
| <b>Contract Term (includes implementation and maintenance services)</b>                    |  |
| <b>Contact Name</b>                                                                        |  |
| <b>Contact Telephone Number</b>                                                            |  |
| <b>Contact Address</b>                                                                     |  |
| <b>Contact e-mail</b>                                                                      |  |
| <b>Respondent Project Manager Name</b>                                                     |  |
| <b>Project Team Members and their Role on the Project</b>                                  |  |
| <b>Solution Software Components Implemented (CRM and any additional software required)</b> |  |
| <b>Interfaces Developed</b>                                                                |  |
| <b>Organizational Change Management Activities and Tools Used</b>                          |  |
| <b>Quality Assurance Practices</b>                                                         |  |

**Reference No. 3:**

|                                                                                            |  |
|--------------------------------------------------------------------------------------------|--|
| <b>Company Name</b>                                                                        |  |
| <b>Industry</b>                                                                            |  |
| <b>Scope of Services Provided</b>                                                          |  |
| <b>Contract Size</b>                                                                       |  |
| <b>Implementation Start and End Dates</b>                                                  |  |
| <b>Contract Term (includes implementation and maintenance services)</b>                    |  |
| <b>Contact Name</b>                                                                        |  |
| <b>Contact Telephone Number</b>                                                            |  |
| <b>Contact Address</b>                                                                     |  |
| <b>Contact e-mail</b>                                                                      |  |
| <b>Respondent Project Manager Name</b>                                                     |  |
| <b>Project Team Members and their Role on the Project</b>                                  |  |
| <b>Solution Software Components Implemented (CRM and any additional software required)</b> |  |
| <b>Interfaces Developed</b>                                                                |  |

|                                                                   |  |
|-------------------------------------------------------------------|--|
| <b>Organizational Change Management Activities and Tools Used</b> |  |
| <b>Quality Assurance Practices</b>                                |  |

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing *CRM solution implementation overall and for the public sector in particular*, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. List all *CRM solution implementation* projects that the Respondent has completed in the last four years, indicating those performed for the public sector and of those, specify which were for 311. Please also provide the name of the client, brief project description, and dates of contract term.
4. List all *CRM solution implementation* projects that Respondent has in progress as of the proposal due date. Please indicate which are for the public sector and for 311 in particular. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
5. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
7. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
  - identify the number and professional qualifications (to include licenses, certifications, associations)
  - state the primary work assignment and the percentage of time to be devoted to the project.
8. Provide a biography or resume for each of your proposed team members that demonstrates the experience each member has in the role assigned for projects of similar size and scope. For your project manager, please provide two additional biographies or resumes for back-up project managers who could fulfill this role should the proposed project manager be unable to fulfill the role for any reason.
9. Additional Information. Identify any other relevant information about the Respondent's qualifications.

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

Discretionary Contracts Disclosure Form is posted as a separate document. Please complete Attachment D and submit with your submittal package.

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields.
2. Click on the Print button and place the copy in proposal response as indicated in the Proposal Checklist.
3. Click the Submit button. If the Respondent neglects to complete all required fields, those areas will be highlighted in red. All fields must be completed prior to submitting the form.

**THIS SECTION IS INTENTIONALLY LEFT BLANK**

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

THIS SECTION IS INTENTIONALLY LEFT BLANK

### LITIGATION DISCLOSURE

**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.**

1. 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?

Circle One

YES

NO

2. 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?

Circle One

YES

NO

3. 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?

Circle One

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 PROGRAM  
POLICY AND FORM**

THIS SECTION IS INTENTIONALLY LEFT BLANK

## SMALL BUSINESS PROGRAM

### 1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

### 2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

### 3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

|             |             |
|-------------|-------------|
| <b>MBE</b>  | <b>31%</b>  |
| <b>WBE</b>  | <b>10%</b>  |
| <b>AABE</b> | <b>2.2%</b> |
| <b>SBE</b>  | <b>50%</b>  |

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

|      | City's Small Business Goals | Prime Contractor X's Compliance |
|------|-----------------------------|---------------------------------|
| MBE  | 31%                         | 33%                             |
| WBE  | 10%                         | 13%                             |
| AABE | 2.2%                        | 10%                             |
| SBE  | 50%                         | 100%                            |

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

**Prime Contractor Y** compliance with the Small Business goals would be as follows:

|      | City's Small Business Goals | Prime Contractor Y's Compliance |
|------|-----------------------------|---------------------------------|
| MBE  | 31%                         | 45.5%                           |
| WBE  | 10%                         | 13%                             |
| AABE | 2.2%                        | 13%                             |
| SBE  | 50%                         | 100%                            |

Under this scenario, the contractor would be in full compliance with the Small Business policy.

**4. Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

**5. MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

**GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** \_\_\_\_\_

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified? \_\_\_\_ Yes \_\_\_\_ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

| NAME AND ADDRESS OF<br>SUBCONTRACTOR'S/SUPPLIER'S<br>COMPANY | CONTRACT<br>AMOUNT | % LEVEL OF<br>PARTICIPATIO<br>N | MBE-WBE-AABE-<br>SBE<br>CERTIFICATION<br>NUMBER |
|--------------------------------------------------------------|--------------------|---------------------------------|-------------------------------------------------|
|                                                              |                    |                                 |                                                 |
|                                                              |                    |                                 |                                                 |
|                                                              |                    |                                 |                                                 |
|                                                              |                    |                                 |                                                 |
|                                                              |                    |                                 |                                                 |
|                                                              |                    |                                 |                                                 |
|                                                              |                    |                                 |                                                 |

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

**GOOD FAITH EFFORT PLAN**  
*(Page 2 of 4)*

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

**NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.**

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

---

---

---

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

---

---

---

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

---

---

---

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

---

---

---

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE's.

---

---

---

**GOOD FAITH EFFORT PLAN**  
*(Page 3 of 4)*

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

| COMPANY NAME | MBE-WBE-AABE-SBE<br>CERTIFICATION<br>NUMBER | REASON FOR<br>REJECTION |
|--------------|---------------------------------------------|-------------------------|
|              |                                             |                         |
|              |                                             |                         |
|              |                                             |                         |
|              |                                             |                         |

8. Please attach a copy of your company’s MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department’s approval.

**GOOD FAITH EFFORT PLAN**  
*(Page 4 of 4)*

**GOOD FAITH EFFORT PLAN AFFIRMATION**

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE PHONE

\*\*\*\*\*  
\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:                      Approval \_\_\_\_\_                      Denial \_\_\_\_\_

Action Taken:                      Approved \_\_\_\_\_                      Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

**RFCSP ATTACHMENT F**

**PRICING SCHEDULE**

Pricing Schedule is posted as a separate document. Please complete Attachment F and submit with your submittal package.

**THIS SECTION IS INTENTIONALLY LEFT BLANK**

**RFCSP ATTACHMENT G**

**ADDITIONAL PROJECT DOCUMENTS**

Attach Additional Project Documents here in the order requested G-1 – G-8. See Procurement Website <http://epay.sanantonio.gov/RFPListings/> for Attachments G-1 – G-3 that must be completed using City provided templates. Additional items may also be attached if they add value to the proposal. These should be numbered G-9 – G-n.

**THIS SECTION IS INTENTIONALLY LEFT BLANK**

**RFCSP ATTACHMENT H**

**SIGNATURE PAGE**

THIS SECTION IS INTENTIONALLY LEFT BLANK

**SIGNATURE PAGE**

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship  
☐ Partnership or Joint Venture  
☐ Corporation

The undersigned certifies that (s)he is \_\_\_\_\_ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFCSP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller’s Taxpayer Number for the entity is:

\_\_\_\_\_  
11-digit Comptroller’s Taxpayer Number

\_\_\_\_\_  
Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification Number

By signature above, Respondent agrees to the following:

1. <sup>4</sup>If awarded a contract in response to this RFCSP, Respondent will be able and willing to execute a contract in the form shown in the RFCSP, as attached and set out in RFCSP Attachment \_\_\_\_\_, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP Attachments \_\_\_\_\_ & \_\_\_\_\_.
3. 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.

\_\_\_\_\_

4. 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.
5. Respondent agrees to fully and truthfully submit a Respondent Qualification General Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a “high-profile” contract.

I further acknowledge that the legal signatory of a high-profile contract, any individual seeking a high-profile contract, any owner or officer of an entity seeking a high-profile contract, the spouse of any of these individuals, and any attorney, lobbyist or consultant retained to assist in seeking contract are prohibited from making a campaign or officeholder contribution from the the 10<sup>th</sup> business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded. I also acknowledge that this contract cannot be awarded to the individual or entity seeking the contract if a prohibited contribution has been made by any of these individuals during the "black out" period.

I warrant that, as of this date, no contributions have been made by these individuals in violation of this prohibition.

**RFCSP ATTACHMENT I**

**PROOF ON INSURANCE**

Proof of Insurability (Letter and Copy of Current Certificate of Insurance) as required in this RFCSP Exhibit 1 to be submitted with your submittal package.

THIS SECTION IS INTENTIONALLY LEFT BLANK

**RFCSP ATTACHMENT J**

**PROPOSAL BOND**

The Proposal Bond as required in this RFCSP in Proposal Requirements, Page 18 to be submitted with your submittal package.

THIS SECTION IS INTENTIONALLY LEFT BLANK

**RFCSP ATTACHMENT K**  
**PROPOSAL CHECKLIST**

THIS SECTION IS INTENTIONALLY LEFT BLANK

### PROPOSAL CHECKLIST

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

| <b>Tab in Proposal</b> | <b>Document</b>                                                                                                                 | <b>Initial to Indicate Document is Attached to Proposal</b> |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|                        | Table of Contents                                                                                                               |                                                             |
| A                      | Proposal (RFCSP Attachment A)                                                                                                   |                                                             |
| B                      | Respondent Qualification General Questionnaire (RFCSP Attachment B )                                                            |                                                             |
| C                      | *Discretionary Contracts Disclosure (RFCSP Attachment C )                                                                       |                                                             |
| D                      | Litigation Disclosure (RFCSP Attachment D )                                                                                     |                                                             |
| E                      | * Good Faith Effort Plan (RFCSP Attachment E)                                                                                   |                                                             |
| F                      | Pricing Schedule (RFCSP Attachment F)                                                                                           |                                                             |
| G                      | Additional Project Documents (RFCSP Attachment G)                                                                               |                                                             |
| G-1                    | Enterprise CRM Functional Requirements                                                                                          |                                                             |
| G-2                    | Enterprise CRM Technical Requirements, Interfaces, and Standards                                                                |                                                             |
| G-3                    | Implementation and Service Support Requirements                                                                                 |                                                             |
| G-4                    | Vendor Script Template and Sample                                                                                               |                                                             |
| G-5                    | Vendor Project Management Plan                                                                                                  |                                                             |
| G-6                    | Vendor Risk Management Plan                                                                                                     |                                                             |
| G-7                    | Vendor Organizational Change Management Plan                                                                                    |                                                             |
| G-8                    | Vendor Communications Plan                                                                                                      |                                                             |
| H                      | *Signature Page (& Resolution, if applicable) (RFCSP Attachment H)                                                              |                                                             |
| I                      | Proof of Insurability (Letter and Copy of Current Certificate of Insurance) as required in RFCSP Exhibit 1 (RFCSP Attachment I) |                                                             |
| J                      | Proposal Bond (Amount of \$10,000.00) (RFCSP Attachment J)                                                                      |                                                             |
| K                      | *Proposal Checklist (RFCSP Attachment K)                                                                                        |                                                             |
|                        | One (1) Original and Ten (10) Copies of Proposal and Two (2) electronic versions of entire original bid on CD-Rom in PDF Format |                                                             |

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