

CITY OF SAN ANTONIO
INFORMATION TECHNOLOGY SERVICES DEPARTMENT



REQUEST FOR PROPOSALS
("RFP")

for

System Integration for SAP Success Factors

(RFP 23-136; RFx 6100017340)

Release Date: December 22, 2023

Proposals Due: February 12, 2024; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first-day contributions are prohibited is January 15, 2024.
The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

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

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

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

For additional information, see the section of this RFP entitled “Restrictions on Communication”.

002 - TABLE OF CONTENTS

Section Number	Section Name	Page Number
001	Cover Page	1
002	Table of Contents	3
003	Background	4
004	Scope of Service	21
005	Additional Requirements	33
006	Term of Contract	35
007	Pre-Submittal Conference	36
008	Proposal Requirements	36
009	Changes to RFP	38
010	Submission of Proposal	39
011	Restrictions on Communication	41
012	Evaluation of Criteria	42
013	Award of Contract and Reservation of Rights	43
014	Schedule of Events	45
Section 015 - RFP Exhibits		
RFP Exhibit 1	SBEDA Ordinance Compliance Provisions	46
RFP Exhibit 2	Insurance Requirements	47
RFP Exhibit 3	Indemnification Requirements	50
RFP Exhibit 4	Local Preference Program	51
RFP Exhibit 5	Veteran-Owned Small Business Preference Program	52
RFP Exhibit 6	Prohibition on Contracts with Companies Boycotting Israel	53
RFP Exhibit 7	Prohibition on Contracts with Companies Boycotting Certain Energy Companies	54
RFP Exhibit 8	Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries	55
RFP Exhibit 9	Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited	56
RFP Exhibit 10	Sample Agreement	57
Section 016 - RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A, Part 1	General Information	58
Attachment A, Part 2	Experience, Background, Qualifications	64
Attachment A, Part 3	Proposed Plan	66
Attachment B	Price Schedule	72
Attachment C	Contracts Disclosure Form	73
Attachment D	Litigation Disclosure Form	74
Attachment E	SBEDA Subcontractor/Supplier Utilization Plan	75
Attachment F	Local Preference Program Identification Form	76
Attachment G	Veteran-Owned Small Business Preference Program Identification Form	77
Attachment H	Certificate of Interested Parties Form 1295	78
Attachment I	Signature Page	79
Attachment J	Proposal Checklist	81

003 – BACKGROUND

The City of San Antonio (COSA or City) plans to transition to SAP's Success Factors, Employee Central as the primary Human Resources Information System (HRIS). In addition, we plan to add SuccessFactors Learning Management System (LMS) and BenefitFocus Benefits as part of our first phase of the HRIS upgrade. As the current COSA version of SAP support expires in the next three (3) years, COSA will also transition upgrade to ARIBA and SAP S4/Hana suite of products for the Finance Department (Finance).

The upgrade represents a strategic step in achieving the City of San Antonio's transformation to a Digital Enterprise. The selected vendor will work closely with internal COSA stakeholders and third-party partners to ensure the successful realization of the following benefits:

- Improved employee satisfaction due to a modern user interface.
- Increased service efficiencies from process automation.
 - High-level improvement targets are listed in the HR Functional Services section below.
- Targeted data-driven decision making using embedded analytics.
- Improved integration capabilities to work more securely and flexibly with COSA partners.
- Enhanced compliance capability with applicable Federal, State and local law, and compliance with COSA policies and processes.
- Reduction/elimination of employee's need to provide Personal and Private Information (PPI) via paper to complete HR transactions (e.g., direct deposit, benefit enrollment, etc.).
 - The employee should be able to complete the transaction without the need of HR data input and attach any required PPI documentation via scan and our upload of documents into SAP.
- In addition to Phase 1 (Success Factors, LMS, Benefits), an examination of other HR Functional Modules (Talent Acquisition/Recruiting, Performance Management, Time & Attendance/Payroll, Compensation, etc.) and development of a roadmap for future enhancements/upgrades for these functions.

Key Goals/Objectives – (not limited to list below)

- Evaluate all Human Resources (HR) processes to gain process efficiencies and improve the user experience for all stakeholders (employee, manager, Finance, HR, IT, etc.)
- Create positive employee experiences.
- Reduce errors and improve accuracy.
- Ensure efficient integration with internal stakeholders (Finance, IT, etc.) and current external vendors.
- Improve response times.
- Enhance visibility & control.
- Streamline HR processes for all stakeholders (employee, manager, Finance, IT, etc.)
- Reduce process friction.

The awarded vendor will lead the design, development and implementation of the SAP Success Factors-Employee Central solution, BenefitFocus Benefits and SuccessFactors Learning Management following the SAP Activate Methodology. The City desires to replace the existing systems and functionality with sustainable, state-of-the-art SAP technology to manage (HR) services more efficiently, inclusive, but not limited to Core HR, Benefits and LMS. Payroll and Time Management will remain in ECC, scope includes design and implementation of necessary near real time integrations to ensure data needed for payroll processing is available.

A. Current SAP Landscape

1. Demographics

The City of San Antonio (COSA) is the seventh largest city in the United States. The COSA Government is engaged in a City Council/City Manager form of local government. There are more than 40 departments within the City of San Antonio.

City of San Antonio Employee Demographics

Employee Type	Number of Employees
Police Uniformed	2,815
Fire Uniformed	1,900
Total Uniformed	4,715
Total Civilian	10,811
<i>Full-Time</i>	<i>8,731</i>
<i>Part-Time</i>	<i>345</i>
<i>Temporary</i>	<i>1,438</i>
<i>Contractors*</i>	<i>1,143</i>
<i>Other**</i>	<i>41</i>

*Contractors are non-employees that may have access to SAP to perform their assigned function(s)

**Other Civilians include Councilmembers, and Fire & Police Fund Members

2. Human Resources Functional Services

The following table represents the current use of SAP for each of the main functional areas. Note: These process descriptions are a general overview of current processes and are not all inclusive of the transactions performed in our current SAP model. One of the expected outcomes of the transition will be for the selected vendor to lead a detailed workflow of the current HR processes for each functional area in preparation to determine future process capabilities and efficiencies in standard SAP Success Factors/Employee Central/Benefits/Learning Management System modules and processes.

Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
<u>Position Creation:</u> COSA HR Compensation receives approval to create an approved position.	Position Attributes identified. <ul style="list-style-type: none"> • Job description • Job Code • Salary Grade/Pay Range • FLSA Type • Work Schedule 	SAP updated via flat file and uploaded to NEOGOV (Recruiting System).	Workflow Position Creation process to appropriate approvers resulting in system update.

Position/attributes created in SAP.	<ul style="list-style-type: none"> • Department Owner • GL Code 		
-------------------------------------	---	--	--

Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
<p><u>Recruiting:</u> COSA utilizes NEOGOV as the recruiting platform. NEOGOV consists of two main systems – Recruiting and On-Boarding.</p> <p>1. <u>Recruiting:</u> positions posted, applicant data collected, hiring manager actions, applicant selection process.</p> <p>2. <u>On-Boarding:</u> collection of additional applicant data, pre-employment applicant processing.</p>	<p><u>NEOGOVS Recruiting:</u> No SAP transactions or interface by recruiting team with applicants. <u>NEOGOVS On-Boarding:</u> COSA Recruiting kicks off feed from NEOGOV On-Boarding to populate basic new-hire applicant data in SAP—all other applicant data remains in NEOGOV.</p> <p>HR manually validates new-hire data from NEOGOV.</p> <ul style="list-style-type: none"> • Applicant Personal Info • Job Data • Compensation Rate • Time & Attendance Data • Payroll Framework Data • Job History from application • Education from application <p>HR manually adds data that is not autoloading from NEOGOV.</p>	<p>NEOGOVS On-Boarding creates new employee records via an API integration.</p>	<p>Examine pre-boarding process in NEOGOV to identify process improvements for on-boarding.</p> <p>Target: 25% reduction in time to hire from offer to start.</p> <p>Improve on-boarding process to include workflow for provision process.</p> <p>Integrate into SF the process to include employee self-service of direct deposit, benefits enrollment and all required pre-employment required documentation. (All pre-employment documentation transferred to SF)</p> <p>Target: 100% employee generated direct deposit.</p>

Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
<p>Employee Record Maintenance: Employee maintenance tasks, except for the few Employee Self-Service tasks, must be completed by an HR Representative.</p> <p>Managers do not have the access to “start” a task (i.e., employee termination) as there is currently no HR work-flow capability configured within SAP.</p>	<ul style="list-style-type: none"> • New Hire set-up (see above) • Work Status: FMLA Leave, Disability, Military Leave, etc.) • Termination actions • Various payroll items • Work History – Previous Employment • Qualifications/Licenses/Certifications • Education History • Compensation-History • Position History • Benefits Current and Historical • Training Records • Termination Data 	<p>SAP updated manually by HR Staff for all employee maintenance transactions.</p> <p>Reports are manually created ad-hoc as needed.</p>	<p>Workflow Employee Maintenance tasks from request through appropriate approval.</p> <p>Target: 95% employee maintenance tasks are work flowed through SAP via ESS and/or MSS. (Eliminate e-mail, phone requests).</p>
<p>Risk Management/Safety Employee Record Maintenance: Employee tracking for required training for primary drivers, CDL (Commercial Driver’s License) certifications, Accident Review Board results and Worker Compensation “modified duty” work arrangements.</p>	<ul style="list-style-type: none"> • Safety training scheduled by the Safety Department based on the job classification of the individual (required training); or group safety training conducted by the department. • CDL expiration dates tracked for CDL drivers. • Accident Review Board is conducted for vehicle accidents when city vehicle/employee is involved. Results of the board are stored in the employee record. • Modified duty work arrangements are input/reviewed by the Worker Compensation Department to ensure tracking of those on 	<p>All data input is manual, and reports are created ad-hoc as needed.</p> <p>Worker Compensation data transmitted (flat file) from SAP to the City’s Worker Compensation Third Party Administrator.</p>	<p>Target: Required safety training is assigned to new hires based on job classification; required annual training is automated based on date of hire or annual/quarterly or semi-annual requirement.</p> <p>Integrate Accident Review Board Forms/Process into a Success Factors Workflow for review and approval by the appropriate manager/leader.</p>

	Modified Duty are conforming to medical recommendations.		<p>Workflow the Worker Compensation notification and tracking process from initial incident report through Worker Compensation completion.</p> <p>Reports designed/created and auto sent to appropriate leaders to provide overview of safety/accident/work er compensation data for each department/area of responsibility.</p>
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
Compensation Management: HR Compensation creates job attributes and job descriptions.	<ul style="list-style-type: none"> • Rate/Salary Maintenance and updates • Mass updates for annual/step increases, and or adjustments. 	Manual using the Toolbox (via mass upload to SAP)	Target: Explore process to identify elimination of manual steps. Prepare for future compensation module addition.
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
Employee Self-Service: Capability to update personal information.	<ul style="list-style-type: none"> • Edit/View Address / Phone • Edit/View Emergency Contact Info • View Current Benefits in which employee is enrolled. • Race / Ethnicity Disclosure • Print Employee Verification • View Vaccination Info 	Employee updates via Employee Self-Service Portal	<p>Target: 99+% update of personal data by employee.</p> <p>Addition of “Ask HR” features to provide service to assist employees.</p>

Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
<p><u>Benefits (Health/Life) Administration:</u> Benefits Enrollment (both new-hire and annual, and any life event changes) for Medical, Dental and Vision Benefits.</p>	<ul style="list-style-type: none"> • <u>New-Hire Enrollment:</u> may be accomplished via Employee Self-Service <u>ONLY</u> if the employee is enrolling with no dependents. All other new hire enrollments via paper. Benefits Staff enter enrollment information into SAP. • <u>Annual:</u> Employees may enroll via the ESS Portal for annual enrollment if there are no dependent changes. If dependents are added, paper enrollment is required. Benefits Staff enter enrollment information into SAP. • We have 4 specific demographic groups (Civilian, Uniform Police, Uniform Fire and Retiree). Each benefit plan for Medical, Dental, VSP have some similarities, but each have unique components. 	<p>Weekly File Exchange:</p> <ul style="list-style-type: none"> • Flat File from SAP provided to TPA/Provider.) • TPA/Provider updates their database and returns Flat File to SAP. <ul style="list-style-type: none"> ○ Benefits staff reconciles identified errors and makes corrections in SAP. <p>All reporting, transmittal and verification functions are manual (via CSV spreadsheets and manual validation)</p>	<p>99+% Enrollment On-Line enrollment for all eligible employees including retirees; automated notifications to employees/retirees for enrollment deadlines.</p> <p>Ability for employee/Retirees to scan/upload supporting documents as required.</p> <p>Access to Employee Benefits via SAP/Benefits Employee Portal.</p> <p>Detailed reporting by benefits team to track enrollment, plan choice, employee demographics, etc.</p> <p>Continual Claims Audit by Benefits</p> <p>100% compliance with the ACA</p> <p>Configure Benefits Portal to include plan education, plan selection tools, communications capability to employee concerning specific benefit information/reminders. Link all benefits vendors to the Benefits Portal to provide a “one-stop” shop for the</p>

			<p>employee for all things benefits.</p> <p>Provide one-stop shop via the Benefits Portal for all benefit programs. Where possible, enrollment and maintenance by the employment completed within the portal for data transmittal to the vendor. If not possible (based on vendor), links from the Benefit Portal to the vendors enrollment/information website.</p>
<p><u>HSA (Health Savings Account) Administration:</u></p>	<ul style="list-style-type: none"> • <u>HSA Funding:</u> in order for employees to be given Employer Seed Money, Benefit Analyst runs 5 different reports provided by HSA Vendor to determine Eligibility. • <u>HSA Checks:</u> Bi-weekly Employer and Employee Contributions have to be manually checked to make sure all participants are eligible. Benefits Analyst runs 7 different reports by Vendor to ensure compliance. • <u>HSA YTD:</u> SAP does not currently keep employees from going over the Maximum Annual HSA Limit. Benefits Analyst runs 3 reports to ensure contribution compliance. 	<p>All reporting, transmittal and verification functions are manual (via CSV spreadsheets and manual validation)</p>	<p>Automate HSA Funding (enrollment, funds transmittal) Provide for employee view of HSA account via benefits portal.; employee has access to manage HSA contribution and balances.</p> <p>Provide HSA Balances and transactions via Benefits Portal.</p>

	<ul style="list-style-type: none"> • <u>HSA Transmittal:</u> Manual process by Benefits Analyst to provide contribution file to HAS Vendor for posting. 		
<u>Family Care/Dependent Care Spending Accounts:</u>	Family/Dependent Care Enrollment via new hire or Annual Enrollment Process through SAP Employee Self-Service Portal or Employee Form (input manually by Benefit Team.	Update of SAP via manual input by Benefit Team. Flat file from SAP to Vendor on a weekly basis to update vendor information. (changes, hires, terms, etc.)	Automate FSA/DSA via benefits portal, provide access to account information for employer & employee for self-management where appropriate. Reporting capability to monitor FSA/DSA for contribution compliance.
<u>Additional Insurance Plans, Supplemental Life Insurance:</u>	Various vendors offer supplemental life, health and accident insurance for employees. Each vendor has form for enrollment.	Manual enrollment by benefits staff for enrollment, changes, or cancellations. One vendor provides spreadsheet file for enrollment and maintenance – employee data input manually from spreadsheet information.	Provide connection to vendors via benefits portal for electronic enrollment, changes and cancellations. Eliminate all manual enrollment processes.
<u>Retiree Benefits) for Medicare and Non-Medicare Enrollees:</u>	All enrollment, changes, and/or maintenance is manual (via form) completed by retiree.	(Medicare Enrollment) All information sent to vendor(s) vial spreadsheet/secure portal. Non-Medicare. Enrollment and/or changes sent via Flat file from SAP to vendor.	99+% on-line enrollment. Automated file from SAP/Portal to vendors. Provide retiree with benefit portal access to enroll, maintain or change information. Include benefit educational and enrollment tools within the Benefits Portal.
<u>Short Term/Long Term Disability:</u>	Request completed via paper form. SAP input manually by benefits staff.	Plan is self-administered, no requirement to	Request completed by employee via Benefits Portal and routed to the appropriate

		provide info to external vendors. All reporting, tracking, maintenance is manual.	reviewers/approver via workflow. Reporting, tracking and maintenance “automated” based on process steps of life cycle of disability.
<u>Texas Municipal Retirement Systems:</u>	Eligible employee “auto” enrollment upon hire – no enrollment form/process required.	Flat File from SAP to vendor to create account. (Error reconciliation by Benefit Team)	Provide link to TMRS via Benefits Portal display account total on Main Portal Page.
<u>Employee Tuition Assistance:</u>	Employee request via form (to include various levels of approval).	When approved, manual review and entry into payroll system for tuition reimbursement.	Request and workflow via Benefits Portal, with approvals transmitted to payroll for payment. Create reporting to ensure compliance (taxable vs. non-taxable reimbursements)
<u>Deferred Compensation (IRS 457(b) Plan:</u>	Enrollment direct with vendor via vendor portal.	Manual reporting to ensure IRS contributions limits are not exceeded (no auto stop feature in current SAP) Vendor provides excel file of enrollment/changes. Benefits staff manually reviews and then uploads into SAP.	Link for 457(b) vendors via Benefits Portal; Portal displays 457(b) participant fund/investment totals
<u>College Tuition Repayment Assistance:</u>	Enrollment direct with vendor via vendor portal.	Vendor invoices COSA, Benefits team manually reconciles invoice to determine payment to employee.	Employee access via Benefits Portal, vendor provides file of enrollees/changes to SAP for updates.

Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/ Objective Goals
<p>Performance Management: Employee Performance; Coaching, Counseling and Discipline</p>	<ul style="list-style-type: none"> Employee Performance Evaluations (EPE) completed outside of SAP with manual/paper EPE process. Coaching, Counseling and Discipline process outside of SAP via paper process. Record of discipline manually input into SAP by HR Staff. 	<p>Manual Entry, Performance and Coaching Forms not in SAP.</p>	<p>Design HR Central for the eventual addition of a performance module where performance reviews are completed electronically, stored “within” SAP and workflow approval as required.</p>
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/ Objective Goals
<p>Learning Management & Training: Required and optional training (to include compliance training and skills/career development.</p>	<ul style="list-style-type: none"> Training Record Manually updated in SAP. Currently utilize eThink/Moodle as the primary learning platform to manage training, scheduling and presentation of learning material. Other platforms are utilized by various departments to accomplish their compliance and or/department technical training. 	<p>Manual entry into SAP for scheduling, completion of training records.</p>	<p>Create Learning Portal w/100% of COSA sponsored training (from all departments) accessed within/through the portal.</p> <p>Provide real-time attendance tracking and detailed reporting of COSA class utilization.</p> <p>To include access to external learning providers via the Learning portal.</p> <p>Utilize LMS for 100%+ of compliance learning administration and tracking within the Learning Portal.</p> <p>Provide career development Pathways for career development.</p> <p>Manager/Employee self-scheduling and</p>

			notification tracking for all training. Seamless registration for enrollment to education partners (I.e., Alamo College).
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/ Objective Goals
Reports: General/Specific Inquires of Employee Data	<ul style="list-style-type: none"> • Reports can be created on most employee data points and can be saved in SAP for future use. • Reports can be converted to Excel to filter, sort, and present data. 	Manual report creation	<p>Create real-time dashboard for leaders with key HR data (manpower utilization, turnover, compliance training, etc.).</p> <p>Automate periodical report generation for COSA leaders for key HR trend data.</p> <p>Capability of making data driven decisions such as: Total number days from Req to Hire</p>
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/ Objective Goals
Employee Provisioning: Integration of Employee Record Maintenance	As Employee Maintenance is occurring in SAP, changes result in a trigger to send update to Remedy	Hiring Actions integrated via NEOGOV are automated, any others are triggered	Automate 90+% of provisioning actions (System Access, E-Mail generation, etc.) through workflow

Processes to Remedy (IT Service Management tool) for support of initiation, termination, and changes to Employee access.	application via Web Service	via manual maintenance in SAP	identified by job type/position during the pre-employment process to include provisioning and deprovisioning at time of termination/retiring.
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
Organizational Management: HR Compensation manages creation of Jobs and Positions in the system	<ul style="list-style-type: none"> • Job Management • Position Management • Org Unit Management • Cost Distribution Management 	Manual Entry in SAP	<p>See Compensation Management above.</p> <p>Provide and Easily Manage Organization Reporting Structure via ESS/MSS to include Pictural view.</p> <p>Provide tools to assist in managing departmental reorganizations.</p>
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
Employee Document Management: The Employee's Traditional Employment File. Includes pre-employment, new hire, performance, leave, time and attendance, and	Currently, all employee documentation is housed in the City's E-File System with no interface to SAP.	Dependent on the Employee Documentation type, any employee record maintenance is manually entered into SAP.	<p>Design HR Central for the preparation of document storage "within" SAP for the future.</p> <p>Prepare for Performance and Recruiting Modules and S4/HANA project for Time/Attendance</p>

employee maintenance documentation.			and Payroll in future project phases. Integrate SF with existing COSA Enterprise Employee Filenet Document Management Solution
Process Description	COSA HR Actions in SAP	SAP Manual or Updated via Feed	Improvement Target/Objective Goals
<u>Concurrent Employment:</u> Capability for employee to be “double-coded”. Specifically work in two different positions within COSA.	Capability currently exists and is handled manually by Time/Attendance/Payroll. SAP does not reflect different job codes/rates within the employee record.	SAP employee record does not reflect the employee’s concurrent employment (additional job code/rate, etc.)	Explore/Design process for the employee record to correctly reflect concurrent employment’ reduce/eliminate manual work-around in Time/Attendance/ Payroll.

*Note: The initial phases of the SAP upgrade are centered on HR Central (Core HR), Learning Management, and BenefitFocus Modules. The goal is to design/set-up SAP Success factors to consider process efficiencies for not only the current HR Functional Areas (Recruiting, Compensation, Performance, etc.) but to consider the future state of updated HR Functional Modules in the future. The desired targeted performance metrics above are currently estimates. Prior to project start, COSA will provide current performance metrics for each impacted HR functional area. As part of the initial project planning, we will then determine more specific performance target improvement metrics based on Success Factors capability and organizational direction.

3. **Current Employee Self-Service (ESS)**

A major part of this transition will be to provide a significant upgrade to the Employee Experience and provide the employee a wide range of capabilities to manage their personal information via a comprehensive Employee Portal. Additionally, the city uses numerous forms from the employee and or manager as a source document for standard employee maintenance. The desired future state will be for the employee/manager to utilize SAP to initiate the need or request for employee record maintenance via workflow to eliminate the need for the vast majority of paper/e-mail documentation. Employees have limited access to perform self-service tasks within SAP. They have the following capabilities within the Employee Self-Service Portal:

a. **Employee Search – Who's Who**

Search by First or Last Name; search results show First/Last Name, phone extension, e-mail and SAP Employee Number.

b. Record Working Time

- i. Salaried/Exempt Employees
 - 1. Daily/Weekly time is pre-loaded to 40 hours per week.
 - 2. 40 hours (weekly salary) will be paid unless the Exempt Employee edits time to take paid time off which some have been provided the access to complete within ESS.
 - 3. Select Exempt Employees have the capability to request/record paid time off via ESS. The employee's manager can approve that leave via CAPS in ECC, currently working on MSS Leave Approvals.
- ii. Non-Exempt Employees
 - 1. Non-Exempt Employees either punch a KABA timeclock, use KABA IVR, or complete a paper timesheet, and we are in the process of implementing KABA web enabled time entry. Non-Exempt employees cannot view their timecards. The employee does not have the capability to edit time recorded, nor does the employee have the option to confirm/sign-off on their timecard.
- iii. Quota Overview
 - 1. Allows Employees to view their leave balances.
- iv. Workplace Attendance Points
 - 1. Allows the non-exempt employee to view attendance points for absences in accordance with the City's Attendance Policy

Note: The Time and Attendance Function is not currently scheduled to be reviewed for update or process changes until SAP Employee Central, Employee Benefits and Learning Management modules are complete. Estimated time to review Time and Attendance will be in conjunction with the SAP S4/HANA upgrade in early Fiscal Year (FY) 2025.

c. Payroll Information

- i. Current and Previous Pay Statements are available for all active employees.
- ii. Current and Previous IRS Form W-2. are available for all active employees.
- iii. 1. Online W-2 Election Options – Allows Employee to elect to receive annual W2 form digitally via ESS or mailed a printed copy.
- iv. Employees do not have self-service capability to update/change their IRS Form W-4. All changes are made manually by an HR staff member.
- v. Personal Leave Buy-Back to Employee IRS 457 Account
 - 1. Allows Employee to designate amount to be deducted from Buy-Back and directed to Nationwide or ICMA-RC
- vi. Specialized and or/Individual employee notices pertaining to payroll/compensation actions. (For example, a letter from the City Manager providing specific pay/salary increases effective FY 2023.)

d. Personal Information

- i. Address/Emergency Contact Information
 - 1. Allows the employee to view and edit/update/ personal address, along with the viewing/edited/adding Primary and Secondary Emergency Contacts contact information.
- ii. Self-Disclosed Ethnicity/Race
 - 1. Allows the employee to view and edit Ethnic Origin

- iii. Self-Disclosed Highest Level of Education
 - 1. Allows the employee to view and edit their highest level of education.
- iv. Self-Disclosed Military and Veteran Status.
 - 1. Allows the employee to view and edit Military Status.
- v. Employment Verification
 - 1. Allows the employee to view/print an Employment Verification Form which shows Name, Employee ID (SAP Number) Date of Hire, Job Title, current annual salary, and Employment (FT/PT/Temp Status).
- vi. Set Preferred Name
 - 1. Allows the employee to Add/Edit their preferred name if/when different from their legal name that is recorded in SAP.
- vii. Self-Disclosed COVID Vaccine Information
 - 1. Allows the employee to voluntarily provide vaccination status.

e. Employee Benefits

- i. Benefits Enrollment. This information is the overview of the current SAP Employee Self—Service capability within SAP. A more detailed explanation of each benefit process is in the HR Functional Services Section above. Allows employees to see the current year’s Health, Life and Disability Insurance Plans selections. The employee can also view current dependents.
 - 1. Allows new-hire employees to enroll themselves online for employee benefits.
 - 2. Allows all employees to go through Annual Benefit Enrollment (This option is enrollment decision only – it does not provide benefits information, education or links to the benefit plans or providers.
- ii. Request a VIA Bus Pas
 - 1. Allows the employee to submit a request for a VIA Bus Pass (issued by VIA Metro Transit at a reduced rate for City Employees).
- iii. Online ACA 1095-C Form
 - 1. Allows the employee to view/print the current year IRS Form 1095-C.

f. Total Compensation Statement

- i. Allows the employee to view/print their personalized Total Compensation Statement which includes Base Salary, Personal Leave Buy-Back Allowance, Texas Municipal Retirement Savings projected contribution, and the City contributions to Health Premiums and City Provided Accidental and Life Insurance Plans.
- ii. Additionally, the number of paid time holidays/leave are provided based on employment tenure.

4. Current Manager Self-service (MSS)

A major part of this transition will be to provide a significant opportunity for Managers to manage their teams by providing capabilities to manage their team’s information via a comprehensive Employee Portal to include Manager self-service. Currently, MSS has only been deployed to two departments, managers have only display access to view the following information about their team’s:

- a. Team View
- b. Employee Position History View
- c. Employee Birthday/Anniversary View
- d. Employee Leave Calendar View

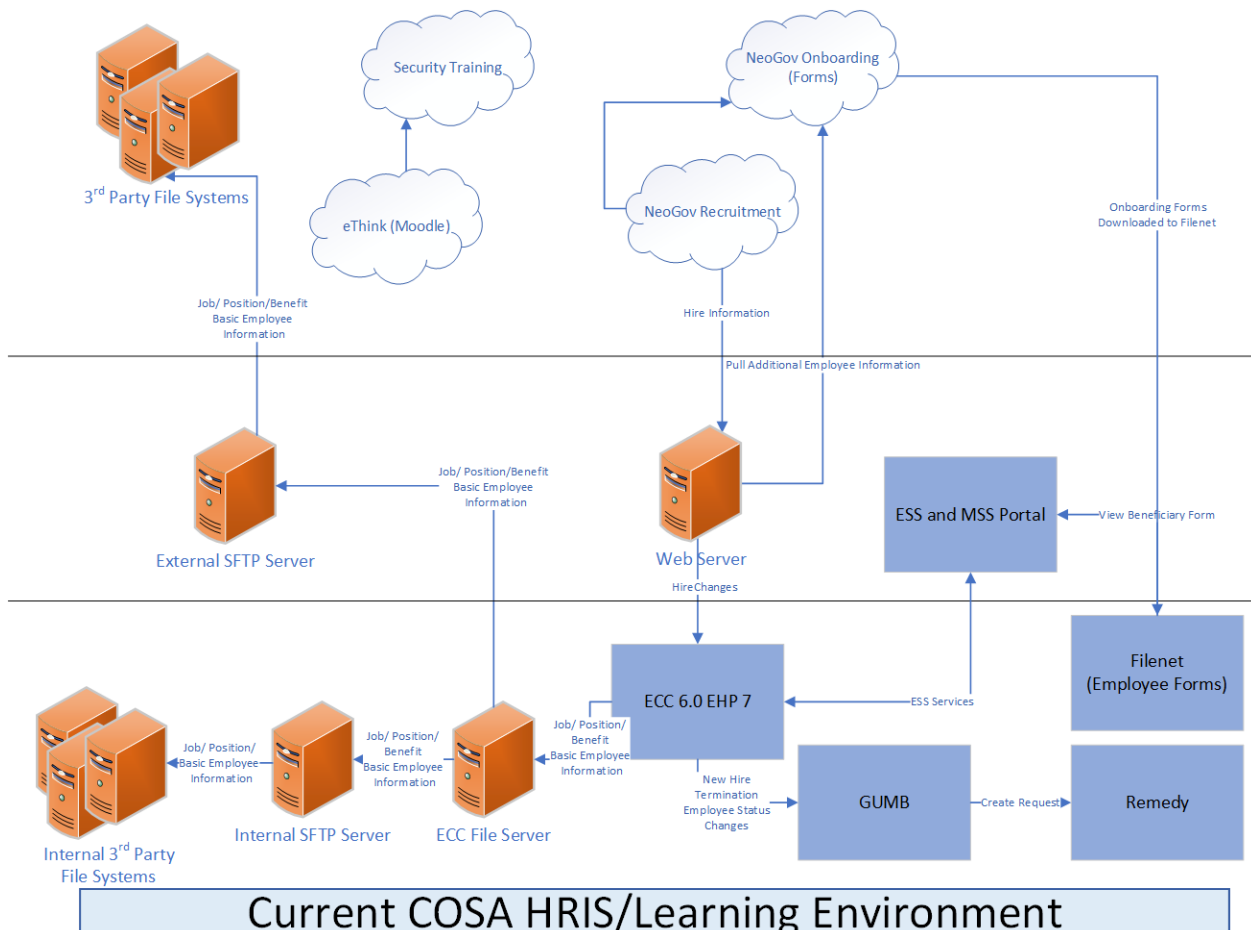
- e. In Process of Implementing Leave Approvals
- f. In Process of Implementing reassigning a Position to a different Manager

5. System Information

- a. The City of San Antonio's current SAP Landscape consist of:
 - i. SAP ECC 6.0 EHP7,
 - ii. Business Warehouse 7.01 SP24,
 - iii. SRM 7.0 EHP 4.0,
 - iv. Enterprise Portal 7.50 SP26 (ECC & SRM Portals),
 - v. SAP PI 7.50 SP24 and
 - vi. SAP Netweaver 7.50 SP26
 - vii. Running on Oracle release 19.0.0.0.0 version 19.12.0.0.0 (all landscapes)
 - viii. Filenet 5.5
 - ix. KABA BCOMM 4.1.3

Our SAP Environment consists of four instances: Sandbox, Dev, QA, and Production.

- b. COSA currently utilizes 3rd Party SaaS applications for Talent Recruitment, Onboarding, and Learning Management. NEOGOV for Talent Recruitment and Onboarding, eThink Totara 12.27 for Learning Management. NEOGOV Applications are integrated with on Premise SAP ECC via flat file and Web Services while Learning Management integration is managed via flat file.



- c. **System Integrations – COSA** has primarily two forms of integrations; the majority are handled via Flat Files, a few via API services.

i. External 3rd Party Integrations

Application/Vendor	Type of Data	Direction	Type of Integration	Frequency
Neogov	Job Description Data	Outbound	Flat File	2 Times a Day
Neogov	Position Data	Outbound	Flat File	2 Times a Day
Neogov	Employee Hiring Action	Inbound	Webservice	On Demand
Neogov	Employee number return	Outbound	Webservice	On Demand
Guardian	Employee New hire, Term, changes	Outbound	Flat File	Bi-Weekly
Innotas (Planview)	Basic Employee Info for Planview PPM	Outbound	Flat File	Weekly
DPS	DPS DL Information for Background	Outbound	Flat File	On Demand
DPS	DPS Findings	Inbound	Flat File	On Demand
Blue Cross Blue Shield	Medical	Outbound	Flat File	Weekly
Humana	Dental	Outbound	Flat File	Weekly
Vision Service Plan	Vision	Outbound	Flat File	Bi-weekly
Dearborn National Life Insurance	Life Insurance	Outbound	Flat File	Bi-weekly
Flex	Dep/Health FSA	Outbound	Flat File	Weekly
Virgin Health	Virgin Health Rewards	Outbound	Flat File	Weekly
FMLASource	FMLA Eligibility	Outbound	Flat File	Bi-weekly
FMLASource	FMLA Hours	Outbound	Flat File	Bi-weekly
COBRA Blue Cross Blue Shield	COBRA	Outbound	Flat File	Weekly
Tuition.io	Tuition Eligibility	Outbound	Flat File	Monthly
Moodle	Basic Employee Data	Outbound	Flat File	Weekly
Moodle	Class Attendance uploaded into Qualls	Inbound	Flat File	On Demand
CCMSI	Basic Employee Personnel Data	Outbound	Flat File	Weekly

ii. Internal 3rd Party Integrations

Application/Vendor	Type of Data	Direction	Type of Integration	Frequency
Telestaff	Basic Fire Personnel Data	Outbound	Flat File	2 Times a Day
Remedy	Employee/Position Data	Outbound	Webservice	On Demand
SAPDWEB	PD employee data	Outbound	Flat File	Daily
Mainframe	PD employee data	Outbound	Flat File	Weekly
AD/Email	Employee emails/phone #'s	Inbound	Flat File	Weekly

004 - SCOPE OF SERVICE

The vendor must provide all services and deliverables as required, described and detailed by this RFP and meet all service and delivery timelines. A project schedule with delivery timelines will be established within 30 days of the date of the award of a contract.

Tasks include, but are not limited to, the following detailed activities and tasks typical of standard projects. COSA and Vendor will mutually agree on the final list of tasks and responsibilities relevant to the Success Factors EC, SuccessFactors Learning Management and BenefitFocus implementation.

1. Project Management

Task #	Task Description
SFPM1	Create Success Factor project management plans and procedures and verify that they are developed, communicated, implemented, and monitored in accordance with COSA and SAP Activate Implementation Methodology. This should incorporate with all other related plans such as Resource Plan, Organizational Change Management, Performance Management, Scope Management, Integration Planning, Cutover Plan etc.
SFPM2	Identify, document, and execute the Success Factors project reporting plan, meeting cadence and reports to verify project status is accurately traced using project metrics throughout the life of the project.
SFPM3	Establish milestones and completion dates that are appropriately planned, monitored, and met.
SFPM4	Develop, communicate, and execute an appropriate project issue tracking mechanism to document issues as they arise, enable communication of issues to proper stakeholders, document a mitigation strategy as appropriate, and track the issue to closure. This should include, but is not limited to, technical and development efforts.
SFPM7	Use of <i>SAP Activate Implementation Methodology</i> including SAP Best Practices, Guided Configuration and the SAP Activate Methodologies and Roadmaps for SAP Success Factors. The Vendor's knowledge and expertise in industry best practices, architectural design and transparency, and complex technology implementations must include, but are not limited to, SAP products and procedures.

2. Risk Management

Task #	Task Description
SFRM1	Create and document Success Factors risk management plans and procedures. Confirm risks are identified and quantified, and mitigation plans are developed, communicated, implemented, completed, executed, and monitored.
SFRM2	Interview all stakeholders to identify additional risks and work with project teams to identify and agree on the risk mitigation strategy.
SFRM3	Develop and maintain a risk management log for Success Factors for any risks identified by the Implementation and/or Organizational Change Management (OCM) teams.

3. Project Estimating & Scheduling

Task #	Task Description
SFPE1	Develop estimating and scheduling process for Success Factors planning, design, and implementation to ensure project budget and resources are adequate for the work breakdown structure and schedule.
SFPE2	Understand and evaluate the alignment across various COSA HR, Technical and other business workstreams that are directly and indirectly involved with the project.
SFPE3	Review schedules to verify adequate time and resources are assigned for planning, development, review, testing and rework.
SFPE4	Develop and Define Resource plan to include necessary COSA resources. Plan is to include number and type of resources needed along with appropriate Project phase in which the resource will be allocated including density, duration, and indicate role seniority required (i.e. Lead vs SME).

4. Project Staffing

Task #	Task Description
SFPS1	Evaluate and confirm the project's organizational structure supports the Success Factors implementation including training, process definition, independent Quality Assurance, Configuration Management, product evaluation, Change Management, and any other functions critical for the project's success.
SFPS2	Confirm the obligations of subcontractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. Responsible for managing subcontractor performance to plan.
SFPS3	Confirm the subcontractors have and maintain the required skills, personnel, plans, resources, procedures, and standards to meet their commitment. Recruit, replace and train subcontractors, if needed, to fill skill gaps or to augment staff.
SFPS4	Verify COSA oversight is provided in the form of periodic status reviews and technical interchanges by the appropriate stakeholders.
SFPS5	Ensure COSA defined the technical and managerial inputs the subcontractors need for Success Factors (reviews, approvals, requirements, and clarifications, etc.) and has the resources to supply them on schedule.

5. Configuration Management

Task #	Task Description
SFCM1	Create and evaluate the configuration management (CM) plans and procedures associated with the development process. Make improvements and recommendations as needed.
SFCM2	Ensure all critical development documents, including but not limited to requirements, design, and code are maintained under an appropriate level of control and security, and available for immediate use by the appropriate staff.

SFCM3	Build the system based on the agreed configuration and SAP design specs. Establish that the processes and tools are in place to identify code versions and to rebuild system configurations from source code as needed.
SFCM4	If code development is required, ensure the appropriate source code is maintained for training, testing, and production and formal sign-off procedures are in place for approving work products.
SFCM5	Ensure appropriate processes and tools are in place and used by vendor and subcontractors to manage system changes, including formal logging of change requests and the review, prioritization, and timely scheduling of maintenance actions.
SFCM6	Ensure mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version. Vendor will conduct periodic audits to confirm process, inputs, and outputs.
SFCM7	Vendor will comply with COSA's change and configuration management procedures, including any configuration or customization requirements not specified in the contracted Scope of Work. The Vendor will be responsible for notifying the City's Project Manager to coordinate approval of any proposed change requests, or configuration management updates prior to installation.
SFCM8	Vendor will enable necessary workflows and procedures associated with workflow processes. Make improvements and recommendations as needed.
SFCM9	Vendor will complete baseline configuration based on configuration plans and procedures following SAP Design Success plans.
SFCM10	Design and Build system integrations based on the agreed SAP design specs. Establish that the processes and tools are in place to identify code versions and to rebuild system integrations from source code as needed.

6. Quality Assurance

Task #	Task Description
SFQA1	Develop and execute Quality Assurance plans, procedures, and organization to ensure system and operational requirements and needs are met including all necessary integrations.
SFQA2	Ensure the QA function has an appropriate level of independence from project management and development.
SFQA3	Ensure the QA function monitors the fidelity of all defined processes in each phase throughout the life of the project.
SFQA4	Quality assurance (QA) must follow the standard agile approach that is iterative and continuous. QA should occur in parallel with development. User stories should be tested according to their acceptance criteria, and as they are completed during the iteration/sprint (instead of waiting until the end of the iteration/sprint or the entire development phase to test – rationale: to prevent overload of testing at the end, and to reduce the risk of surprises).
SFQA5	Conduct daily agile reviews, sprint reviews and retrospectives to monitor performance and progress.

SFQA6	Plan, document and execute test case traceability and coverage of software requirements to meet operational needs and system capabilities.
SFQA7	Plan, document and execute regression tests that are sufficient to determine the software is not adversely affected by changes.
SFQA8	Ensure the quality of all Success Factors products produced by the project is monitored by self-evaluations and formal reviews and signoffs.
SFQA9	Monitor the performance of the QA function by reviewing its processes and reports and performing routine spot checks of system documentation; assess findings and performance of the processes and reports.
SFQA10	Perform a detailed review of the software architecture for feasibility, consistency and adherence to industry standards including useability, usefulness, and accessibility for all stakeholder groups.
SFQA11	Develop and document solution design Acceptance procedures

7. Organization Change Management

Task #	Task Description
SFOC1	Create and execute the Success Factors change management project plan. Coordinate with other teams, individuals and the Independent Verification and Validation (IV&V) Vendor for a consistent overall SAP migration approach.
SFOC2	Evaluate and provide recommendations about the effectiveness of change management efforts. Work with the project team to execute best practices.
SFOC3	Review and provide feedback on the Change Management Strategy and Management Plan, stakeholder analysis report, change management assessment, communication strategy / plan and other documents created by subcontractors.
SFOC4	Review and provide feedback on lessons learned report developed during each wave of the project. Map lessons learned for each phase to improvements in planning, design, and delivery in future phases.

8. Training

Task #	Task Description
SFTR1	Develop a training plan and approach for system users that maximizes the efficiency and effectiveness of knowledge transfer to the new system. Conduct train-the-trainer sessions for COSA trainers.
SFTR2	Verify training for users provides the appropriate balance of web-based, instructor-led, and hands-on activities and is directly related to the business process and required job skills.
SFTR3	Verify that training materials are user-friendly and help desk services are easily available to all users.
SFTR4	Verify all necessary policy, process and documentation are easily available to users.
SFTR5	Coordinate with COSA to confirm all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided, as needed.

9. Requirements Analysis

Task #	Task Description
SFRQ1	Develop plan to manage requirements in accordance with COSA, SAP and industry standards and best practices.
SFRQ2	Create comprehensive Business Requirements Document (BRD) for both functional and technical requirements in accordance with the project plan.
SFRQ3	Ensure system requirements are well-defined, understood and documented with sufficient detail and all necessary elements.
SFRQ4	Identify the allocation of system requirements to hardware, software, security, personnel, financial, legal, and regulatory requirements.
SFRQ5	Identify, document, and ensure system integrations are well-defined, understood and documented with sufficient detail and all necessary elements.
SFRQ6	Confirm all software requirements can be traced through design, code and test phases to verify the system performs as intended and contains no unnecessary software elements.
SFRQ7	Ensure requirements testability through use of observations, documentation, prototypes and/or dynamic modeling.
SFRQ8	Analyze requirements sequencing, timing, sizing, and loading.
SFRQ9	Ensure requirements are under formal configuration and code control.
SFRQ10	Partner with SAP for use of SAP Design Success to plan and schedule exploratory workshops to validate and document fit of standard delivered SAP Functionalities to include show and tell of key design elements and processes
SFRQ11	Partner with SAP for use of SAP Design Success to plan and schedule exploratory workshops to determine and document any process or SAP Functionality gaps

10. Requirements Management

Task #	Task Description
SFRA1	Perform an analysis of COSA's needs and objectives to verify requirements of the system are well understood, well defined, and satisfy federal, state, city and local regulations.
SFRA2	Ensure stakeholders are consulted about the desired functionality of the system, and users were involved in prototyping of the system.
SFRA3	Ensure stakeholders agreed in writing to initial requirements and all changes which impact project functionality, objectives, cost, or schedule.
SFRA4	Identify and document performance requirements (e.g., timing, response time and throughput). Confirm they satisfy user needs and Service Level Agreements (SLA).

11. Security Requirements

Task #	Task Description
SFSR1	Evaluate and create project policies and procedures for ensuring the system is secure and privacy of employee data is maintained according to COSA, SAP an industry standards and best practices.

SFSR2	Provide recommendations on Success Factor's restrictions on user, system and data access. Coordinate with COSA stakeholders to document agreements and rationale.
SFSR3	Create, document, and execute the project's security and risk analysis plan, procedures and contingencies.
SFSR4	Document and execute security protocols to ensure processes and equipment are in place to back up COSA, customer, vendor, and project data and files and to archive them safely at appropriate intervals.

12. Interface Requirements

Task #	Task Description
SFIR1	Identify and document system interfaces by function, including input/output data format and frequency.
SFIR2	Ensure approved interface documents are available and appropriate relationships (such as interface working groups) are identified with all agencies and organizations supporting the interfaces.

13. Design Documentation

Task #	Task Description
SFDD1	Ensure design deliverables and the process used to develop the design adhere to project design methodology and standards leveraging SAP Activate.
SFDD2	Ensure requirements listed in the design documents can be traced back to system requirements.
SFDD3	Analyze development risk and mitigation plans for each proposed design.
SFDD4	Create, review, and analyze prototypes, models, tables and dynamic models for accuracy and adherence to COSA, SAP and industry standards.
SFDD5	Ensure all design products are under configuration control and formally approved.
SFDD6	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.

14. Experience Design

Task #	Task Description
SFXD1	Develop and deliver XD plan -> UX Canvas or Product Brief XD plan
SFXD2	Deliver UX research report (primary or secondary) to inform Design
SFXD3	Develop and deliver UI Style/Pattern guide
SFXD4	Develop and document personas (front-line employees, supervisors, HR professionals, other department stakeholders (e.g., ITSD provisioning))
SFXD5	Develop and document HR process archetypes (e.g., self-service action, facilitated request, back-office)
SFXD6	Develop and document user stories
SFXD7	Develop and document journey maps based on research
SFXD8	Map journeys to system flows including external system integration (e.g. – NeoGov Onboarding, Azure AD, Remedy, ECC)

SFXD9	Develop, communicate, and execute an Experience Deployment Plan
SFXD10	Develop wireframes and/or mockups, prototypes
SFXD11	Develop UX testing plan
SFXD12	Complete Expert heuristic review of design
SFXD13	Deliver UX test report

15. Code Documentation

Task #	Task Description
SFCD1	Confirm Code documentation quality, completeness and accessibility and make recommendations.
SFCD2	Evaluate the industry and COSA's coding standards and guidelines, and the projects compliance with the standards and guidelines. Make recommendations.
SFCD3	Ensure architectural design compliance, data adaptation and ability to reconfigure.
SFCD4	Identify and document internal data structures, data flows, usage, operating run times, data dictionary compliance and data consistency.
SFCD5	Execute required code development tasks identified in the project plan and plan documents in accordance with COSA and SAP requirements.
SFCD6	Ensure developed code is kept under appropriate configuration control and is easily accessible by developers.
SFCD7	Confirm supportability and maintainability.
SFCD8	Demonstrate the project's use of software metrics in management and quality assurance.

16. Realization

Task #	Task Description
SFRE1	Lead Workshops to validate the fit to standard delivered SAP functionalities
SFRE2	Lead Workshops
SFRE3	Develop Interfaces
SFRE4	Develop System User Roles and Authorizations
SFRE5	Complete Baseline Configuration
SFRE6	Develop and enable Workflows
SFRE7	Complete SAP Development
SFRE8	Build Solution (Configuration Finalization)

17. Unit Testing

Task #	Task Description
SFUT1	Create the plans, requirements, environment, tools, and procedures for unit testing system modules.
SFUT2	Determine and implement the level of test automation. Document approach and expected benefits.
SFUT3	Confirm the test process achieves an appropriate level of test coverage, test results and the correct code configuration(s) are verifiable, and test procedures and results are appropriately documented.

18. System Integration Testing

Task #	Task Description
SFSI1	Develop and document the plans, requirements, environment, tools, and procedures to be used for integration testing of system modules.
SFSI2	Execute integration testing and track results. Conduct peer review sessions before and after testing for preparation and sharing of best practices.
SFSI3	Verify the test process achieves an appropriate level of test coverage, test results are verified, the correct code configuration is tested, and tests are appropriately documented, including formal logging of errors found in testing.
SFSI4	Verify the test organization has an appropriate level of independence from the development organization.
SFSI5	Create project plans for each implementation phase to ensure deliverables and critical paths are aligned to meet each project major deadlines and milestones.

19. Interface Testing

Task #	Task Description
SFIT1	Design and implement interface testing plans and procedures for compliance with COSA, SAP, and industry standards.

20. Acceptance and Turnover

Task #	Task Description
SFAT1	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to testing and the results of the test must be documented. Acceptance procedures must include the correction process for any software product that does not pass acceptance testing.
SFAT2	Ensure appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
SFAT3	Verify the acceptance test organization has an appropriate level of independence from the various System Integrators.
SFAT4	Verify training in using the subcontractor-supplied software is on-going throughout the development process, especially if the software is to be turned over to COSA's staff for operation.
SFAT5	Create and communicate the testing implementation plan.
SFAT6	Develop the Go/No-Go criteria from a technical and business perspective and identify concerns and contingencies if necessary
SFAT7	Evaluate the requirements and develop proposed plans, procedures and steps for cutover and deployment to include timelines, readiness checks, performance management, and Hypercare.

21. Data Conversion

Task #	Task Description
SFDC1	Evaluate the requirements and develop proposed plans, procedures, and software for data conversion.
SFDC2	Verify procedures are in place and are understood to review the completed data for completeness and accuracy and to perform data cleanup as required.
SFDC3	Determine conversion error rates and if the error rates are manageable.
SFDC4	Provide recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
SFDC5	Recommend and ensure HR data archival and retention strategies are in accordance with industry best practices. Confirm selection of the best-fit solution for SAP Success Factors workstreams.

22. SAP Collaboration and Partnership – In an effort to mitigate risk and ensure a successful implementation we are requesting for respondent to Partner with SAP for Design Advisory Services for use of Design Success implementation.

SAP and Selected Partner agree the following responsibility matrix of activities per phase.

- Responsible (R): In charge for performing the activities.
- Accountable (A): The Customer has overall accountability for the whole project and all the activities identified below. Hence, Accountable (A) does not appear for the activities below.
- Consulted (C): Provides input on how best to produce the activity and actively supports the execution of the activity.
- Informed (I): Provided with information.
- Support (S): Provide resources and supports in the project from Design to Go-Live

Activity	SAP	Cust	Partn
Prepare Phase (Project Management, Project Estimating and Scheduling, Project Staffing)			
SAP Resources Defined and Scheduled	R	I	I
Customer Resources Defined and Schedule	I	R	C
Develop Project Charter and Sponsor alignment	S	C	R
Confirm Integration List	I	C	R
Develop Project Management Plan	S	C	R
Kick-Off Project	S	C	R
Scope Signoff (Business process scope, technical, functional, organizational, geographic, and technical Scope List)	S	R	C
Legacy System Inventory (System Landscape, Purpose, Data Flow, Integration Points, Integration List)	C	R	C

Detailed Project Plan	S	C	R
Activity	SAP	Cust	Partn
Prepare Phase (Requirements Analysis, Requirements Management, Design Documentation)			
High-Level SAP Solution Architecture Design Document	R	S	C
Schedule Steering Committee Meetings and Frequency	C	S	R
Schedule of Validation Sessions for Explore Phase	S	S	R
Develop Project Procedures, Standards and Tools	S	S	R
Preliminary End User Training and Documentation Strategy	I	S	R
Develop Organizational Change Management Roadmap	C	C	R
Prepare Data Migration Approach and Strategy	S	S	R
Workshop Preparation Completed (including organization structure design considerations and key business decisions), adjust the configuration to meet known customer requirements (if possible) and system personalization	S	S	R
Project Team Skills Development (Prepare Phase)	I	S	R
Internal Kickoff Presentation Completed	S	S	R
Explore Phase (Requirements Analysis, Requirements Management, Security Requirements, Interface Requirements, Experience Design)			
Workshop A: Fit-to-Standard Workshops & Fit / Gap Analysis			
Finalize System Setup, prepare additional sample data, personalize and add configuration to support known business requirements	S	S	R
Internal Kickoff Presentation Completed for Explore Phase	S	S	R
Lead workshops to validate the fit of standard delivered SAP functionalities.	S	S	R
Develop Stakeholder Analysis	I	S	R
Conduct Change Impact Analysis	I	S	R
Prepare Test Strategy Document	I	S	R
Develop End User Training and Documentation Strategy	I	S	R
Authorization Requirements and Design	I	S	R
Technical Requirements and Design	C	S	R

Develop Initial Technical Support Procedures	C	S	R
Document Project Development Requirements for SAP and Legacy Workstreams	C	S	R
Functional specification Creation	C	S	R
Evaluate Legacy Development Capacity and Adjust if Necessary	I	S	R
Activity	SAP	Cust	Partn
Explore Phase (Requirements Analysis, Requirements Management, Security Requirements, Interface Requirements, Experience Design)			
Assess Project Team Skills Development (Explore Phase)	C	S	R
Workshop A: Fit-to-Standard Workshops Fit Gap Workshops / Validation of SAP Solution, Show and tell SAP standard key design, elements / GAP Identification	R	S	S
Integration and Enhancement Review	S	R	S
Business Technology Development Review	S	R	S
Refine and validate the Reporting scope	C	R	S
Workshop A: Fit-to-Standard Workshops & Fit / Gap Analysis, GAP Documentation / Conceptual Design, Document and specify identified GAPS in initial Backlog	R	C	S
GAP Validation - Key Design Decisions Document	R	S	S
Ownership of Key Design Decisions Document	R	S	S
Workshop A: Fit-to-Standard Workshops & Fit / Gap Analysis Gap Analysis	R	S	S
Workshop B: Gap Design Workshops & Design Signoff Delta Design – Config & Simple Gaps Add additional configuration to support business requirements (if possible) Create Delta Design Documents with solution proposals for prioritized GAPS	R	A	S
Workshop B: Gap Design Workshops & Design Signoff Delta Design – Complex Gaps	R	A	S
Workshop B: Gap Design Workshops & Design Signoff Create Delta Design Documents with solution proposals for each GAPS	R	A	S
Workshop B: Gap Design Workshops & Design Signoff Design Review Solution Review for critical processes	R	A	S
Verify solution design Acceptance Procedure	S	S	R

Enhancement Review	S	R	S
On-Going Project Management Results	S	S	R
Realize Phase (Configuration Management, Quality Assurance, Organization Change Management, Design Documentation, Code Documentation, Security Requirements, Realization)			
Develop End User Training and Documentation Plans and Templates	I	S	R
Execute Role Mapping and Transition Planning (OCM)	I	S	R
Develop System User Roles and Authorizations	I	S	R
Baseline Configuration Complete	S	C	R
Enable Workflows	S	S	R
Test & Validate customer-defined options and workflows (Unit Testing)	C	S	R
Set up and test Interfaces	C	S	R
Activity	SAP	Cust	Partn
Realize Phase (Unit Testing, System Integration Testing, Interface Testing, Data Conversion, Quality Assurance, Realization)			
Create and upload sample data necessary for testing	C	R	S
Data Migration Strategy	C	C	R
Develop Final Integration Test Plans	I	S	R
Complete SAP Development	I	S	R
Unit Test Sign off	I	R	C
Develop Preliminary Cutover Plan	C	S	R
Assess Project Team Skills Development (Realize Phase)	I	S	R
Solution Build (Configuration Finalization)	S	A	R
Integration Testing	S	C	R
Complete Legacy Development	I	R	C
Technical Operations and Handover Plan	C	C	R
Final Integration Test Signoff	C	R	C
Develop End User Training Schedule and Logistics	I	C	R
Develop End User Training Materials and Documentation	I	C	R

Finalize Production Cutover Plan	I	C	R
On-Going Project Management Results	I	I	R
Final Check of Production Readiness and Sign-off	S	C	R
Deploy Phase (Acceptance and Turnover, Organization Change Management, Training)			
End User Training Delivered	S	S	R
Transition to Operations	I	R	S
On Going Project Management Results	S	C	R
Production Cutover Signoff	I	R	S
On Going Project Management Results	I	R	R
Project Closing Document	C	R	S

005 - ADDITIONAL REQUIREMENTS

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, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

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

Either:

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

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

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

Respondent further agrees to:

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

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

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

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

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership 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 the resulting contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used in this document means 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 this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a 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.

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

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

City Data

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

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

006 - TERM OF CONTRACT

Original Contract Term:

Any resulting contract shall begin upon the effective date of the ordinance awarding the contract. The contract shall terminate two (2) years after the effective date of the contract.

Renewals:

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

Amendments:

Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Finance Department, Director of the Information Technology Services Department or their designees, shall have authority to execute amendments on behalf of City without

further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

The City intends to award one contract, as a result of this RFP; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **10:00 A.M Central Time, on January 9, 2024** and will be via WebEx only. 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 with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

Join from the meeting link

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m45d1089b245e4c85f3d69ce807f5c729>

Conference Bridge: 1-415-655-0001

Meeting Number (Access Code): 2634 771 8108

Meeting Password: COSA

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 Voice/TTY.

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

008 - PROPOSAL REQUIREMENTS

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

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

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY

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

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

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

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

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

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

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

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
 - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in Section 011 of this RFP.

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

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

***LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM.** Complete, sign, and submit LPP Identification Form found in this RFP as Attachment F.

***VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM.** Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment G.

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

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

CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign, and submit HB Form 1295 as RFP Attachment G. You may download a copy of the form at:

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

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

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

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

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addenda. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

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

010 - SUBMISSION OF PROPOSAL

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

Submission of Proposals. Respondent shall submit one (1) **COMPLETE** response electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Proposals must be electronically received no later than **11:00 a.m., Central Time on February 12, 2024**, through the SAePS portal. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Procurement Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals and submitted in the same manner as original proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). 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 on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

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

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

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 4:00 p.m., Central Time, on January 16, 2024. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Peter Farley, Procurement Specialist III
City of San Antonio, Finance Department – Procurement Division
Peter.Farley@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Questions submitted and the City's responses will be posted with this solicitation.

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

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions, and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

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

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may 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 the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council by adoption of an Ordinance.

Evaluation Criteria:

A. Experience, Background, Qualifications (45 points):

B. Proposed Plan (20 points):

C. Price (10 points):

D. Small Business Economic Development Advocacy Program (SBEDA) (10 points):

ESBE Prime Contract Program – 5 points

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

M/WBE Prime Contract Program – 5 points

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

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

E. Local Preference (LPP) Ordinance (up to 10 points):

Ten (10) evaluation points for local businesses headquartered for one (1) year or more within the incorporated San Antonio City limits, **OR**;

Five (5) evaluation points for a business with an office within the incorporated limits of the City, which has been established for one (1) year or more, from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

F. Veteran-Owned Small Business (VOSB) Preference Program (5 points):

Five (5) evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one (1), more than one (1) or no contract(s) in response to this RFP.

The contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

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

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 provides the necessary evidence of insurance as required in this RFP 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.

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio 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. 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; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or

affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

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 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for 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.

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

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, TX, 78204.

Do not include these forms with your proposal. The Procurement Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFP Release Date:	December 22, 2023
Pre-Submittal Conference:	January 9, 2024 @ 10:00 a.m., Central Time
Final Questions Accepted:	January 16, 2024 @ 4:00 p.m., Central Time
Proposal Due:	February 12, 2024 @ 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SBEDA Ordinance Compliance Provisions

Posted as a separate document.

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

A) No later than 30 days before the commencement of any work, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

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

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

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

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. *Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.
6. Cyber Liability	\$1,000,000 per claim \$,1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

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

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

City of San Antonio
ATTN: ITSD Department
P.O. Box 839966
San Antonio, TX 78283-3966

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

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

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

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

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

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

RFP EXHIBIT 3
INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT 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 RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, 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 RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

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

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

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

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

RFP EXHIBIT 7

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

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

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

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

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

RFP EXHIBIT 8

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

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

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

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

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 9

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN
TERRORIST ORGANIZATIONS PROHIBITED**

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

RFP EXHIBIT 10

SAMPLE AGREEMENT

Posted as a separate document.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory:

Job Title:

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

Yes ___ No ___ If "Yes", provide registration number. _____

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes ___ No ___
If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

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

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

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

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

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Firm/Company Name

Contact Name: _____ Title: _____

Address:

City: _____ State: _____ Zip Code: _____

Email:

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name

Contact Name: _____ Title: _____

Address:

City: _____ State: _____ Zip Code: _____

Email:

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name

Contact Name: _____ Title: _____

Address:

City: _____ State: _____ Zip Code: _____

Email:

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to each of the components of the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past five (5) years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for COSA in the past, identify the name of the project and the department for which Respondent provided those services.
3. For each of the components, describe staffing and other resources to be dedicated:
 - a) List other resources, including a total number of employees, number, and location of offices, number, and types of equipment available to support this project.
 - b) If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participation.
 - c) Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
4. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
6. Describe your specific experience with SAP Activate.
7. Product Knowledge
 - a. Explain your expertise in implementing Workforce Management
 - b. Explain your expertise in implementing Administrative HR
 - c. Explain your expertise in implementing Talent Management
 - d. Explain your expertise in implementing Integrated HR service Management
 - e. Explain your expertise in implementing Employee Experience and Engagement Management
 - f. Explain your expertise in implementing Benefits Administration
 - g. Explain your expertise in implementing Learning Management
 - h. Explain your expertise in implementing Core HCM
 - i. Explain your expertise in implementing Performance Management
 - j. Explain your experience implementing SAP SuccessFactors and BenefitFocus with integration to SAP ECC Payroll.

- k. Explain your experience implementing SuccessFactors Employee Central with an ECC back end for Payroll Processing. Describe methods used to maintain near real time integrations.
 - l. Explain your experience implementing BenefitFocus Benefits with an ECC back end for Payroll Processing. Describe methods used to maintain near real time integrations.
8. Public Sector Experience
- a. Provide a short summary of Public Sector experience relevant to our organization.
 - b. Are there unique processes in which you specialize relevant to Public Sector?
 - c. How is your Public Sector experience captured and made relevant to this project?
 - d. Is there additional cost for use of Public Sector reference models?
 - e. Do the Public Sector reference models link to configuration elements in an automated manner?
 - f. Do you have predefined business process maps/industry blueprints for Public Sector HR? If yes, please provide an overview.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Governance
 - a. Explain your project governance process.
 - b. How does COSA's executive and program/reporting leadership retain visibility and access to your client partner and account leadership?
 - c. How frequently will we interact with your organization at the executive level?
 - d. Please name your global leadership team for this engagement and provide associated CVs.
 - e. Who has the authority to bind your organization to any changes at an overall agreement level?
3. Advisory Services
 - a. Explain the advisory services included in your proposal.
 - b. Provide a high-level overview of how your advisory service ensures COSA will develop the best strategy to meet its goals.
 - c. Which frameworks/methodologies do you use, and what areas do they cover?
 - d. What typical deliverables will you produce with advisory services?
4. Readiness Assessment
 - a. Does your proposal include a Readiness Assessment?
 - b. What Readiness Assessment tools and methods are used and what level of interaction is needed with COSA for the best results.
 - c. What areas do you consider to ascertain a client's degree of readiness?
 - d. What are the typical deliverables associated with readiness assessments?
 - e. Do you assist clients in redesigning their organizational model to optimize for application? If so, explain the scope of this service.
 - f. What approach do you take to minimize security concerns associated with capturing, storing and processing data associated with readiness assessments?
 - g. Is sensitive information (e.g., IP addresses) captured during a readiness assessment?
5. Planning and Design
 - a. Do you offer services to plan and design an overall solution architecture as part of this submission?
 - b. If so, provide a high-level overview of your services.
 - c. To what extent are planning and design services dependent on readiness assessment activities?
 - d. How do you incorporate your best practices in these services? Please specify any frameworks or standards that are typically followed.
6. Testing
 - a. Describe your approach and tools used in testing, including use of specific accelerators. i.e., predefined test packages (test cases and test scripts), etc.

- b. System integration tests
- c. End-to-end testing
- d. Mock conversion
- e. Nonfunctional testing
- f. Volume and performance tests
- g. Security tests
- h. Regression Testing

7. Milestone Dependencies

- a. Describe your Major Milestones and identify underlying activities and dependencies that drive each milestone. For example, but not limited to
- b. Gap analysis and discovery
- c. Functional and business design
- d. Build
- e. Test (bottom up, component/unit, integration, production, regression)
- f. Go-live approach and preparation
- g. Fall-back plan
- h. Warranty and stabilization period
- i. Knowledge capital development and retention
- j. User training
- k. What do you believe to be the risks associated with this project and how would you address them?
- l. Please describe your risk mitigation plan and what is the escalation process in case of problems?

8. Delivery Deadlines

- a. Provide a detailed project timeline including dependencies between tasks.
- b. List the key deliverables and milestones of the project.
- c. Have holiday periods been considered within the proposed timeline, and if the delivery timeline may be impacted?
- d. Is the timeline fixed?
- e. What are your assumptions in the timeline?
- f. What are other alternatives that can improve the timeline?

9. Implementation Methodology

- a. Explain how your implementation methodology aligns with SAP's ACTIVATE.
- b. If not, how does it differ?
- c. Is the implementation methodology consistent globally?
- d. Explain your plan to collaborate with SAP to deliver Design Success RASCI.

10. Certified Resources

- a. Summarize the number of certified staff you have for SuccessFactors; % of total number of proposed resources
- b. Summarize the number of certified staff you have for BenefitFocus; % of total number of proposed resources

11. Dedicated Resources

- a. Explain your geographic spread?
- b. What is the average tenure/years of experience in implementing this application?
- c. What is your commitment to named resources for project duration?
- d. Are all proposed resources existing employees of your organization?
- e. What is your approach to retain "A" Team personnel?

f. What is your approach to replace "A" Team personnel?

12. "A" Team Resources - Please identify by name, location, and level of experience the individuals you propose to allocate to this program. The list should include, but not limited to:

- a. Project Partner
- b. Account Lead
- c. Global Delivery Lead(s)
- d. Operations Manager(s)
- e. Tower Lead(s)
- f. Project Manager
- g. Enterprise Architect
- h. Technical Lead
- i. Testing Lead
- j. OCM Lead
- k. Training Lead
- l. Reporting & Analytics Lead
- m. Data Lead
- n. Client Requirements
- o. Add more roles here.
- p. Please provide rationale for exclusions.
- q. Please provide resumes/project experience for key positions including, but not limited to, those listed above.
- r. Please provide you expected allocation percentage for each "A" Team member through each phase of the program, with rationale explaining % allocation under 100%

13. Talent Management

- a. Describe your Talent Management Program for resources attraction and retention
- b. Provide attrition number(s) for your corporate division providing the requested services
- c. What are the specific actions you will take to limit resources attrition for this implementation?

14. Subcontracting

- a. Within the scope of your response in this document, describe where subcontractors are typically used to provide implementation services. If applicable, please list the subcontractors.
- b. Please describe the nature of the third-party relationships and how often you have worked on a similar project.
- c. Do you have a network of global delivery centers?
- d. Where are they located?
- e. How are they relevant to this project?
- f. What portion of work do you expect to have delivered from each of these centers?

15. Work Location

- a. Provide a description of your track record using and managing hybrid teams for an implementation of this size.
- b. Describe your onsite/onshore/nearshore/offshore delivery model and resource mix proposed for this project.

16. Accelerators - What functional and technical tools/frameworks did you include in your proposal to support this implementation? For example, but not limited to:

- a. Project management
- b. Data migration

- c. Application integration
- d. Reporting and monitoring
- e. Project governance and communication
- f. Testing
- g. Knowledge management and training
- h. Change management
- i. Service management during post-go-live period
- j. Accessibility
- k. Security
- l. Which automation, RPA powered tools do you use (like process mining, etc.)?
- m. Which AI/GenAI powered tools do you use?
- n. Is there any additional cost for tools? If yes, please add pricing in the 3rd Party Software sheet of the pricing sheet
- o. Do the tools integrate with SAP-supplied tools?
- p. Describe your preferred approach to API management when the client expects to embrace DevOps and Agile approaches
- q. Do you have preconfigured process templates for API governance and operating model? If yes, please provide overview
- r. Do you provide functional and technical toolkits for training? If yes, please provide overview

17. Data Migration

- a. Describe your approach to data migration from ECC-HR to SuccessFactors and BenefitFocus.
- b. What data migration activities are delivered by your employees, and what migration activities are delivered by partners or subcontractors?
- c. Describe migration planning, highlighting typical milestones.
- d. Describe the toolset typically used to analyze and plan migrations, including application discovery and dependency mapping.
- e. What approach do you take to minimize security concerns associated with capturing, storing and processing data?
- f. How do you typically identify a data migration strategy and associated testing needs?
- g. Clarify how migration testing is included.
- h. Clarify how risks are identified and managed in migration planning.
- i. What are typical migration timeline expectations based on COSA's current-state landscape?
- j. Describe the toolset used to govern, manage, support or automate migration project delivery.
- k. Describe your approach for Information Lifecycle Management (including archival)..
- l. Provide RASCI matrix to demonstrate the split for extract, transform, load and the steps of migration for the roles and responsibilities between the client, the service provider and other third parties involved. Please summarize key delivery milestones (and timing thereof) in accordance with your proposed plan. Identify how much effort (role, FTE, hours) is expected from client for every activity.

18. Application/Data Integration

- a. Describe your approach to integration of the new application including but not limited to identifying and defining API, developing of all interfaces between the new application and legacy/other systems, and use of strategic integration platform.
- b. List any planned integrations offered as standard from an integration library.
- c. Does your proposed integration platform include the use of Standard SAP Integration Tools? If not, what is the proposed integration platform and tools for this deployment and why?

- d. Detail your experience in using this integration platform and dedicated resources (if applicable)

19. UX/CX Experience Design

- a. Please provide detail on how you will weave your UX/CX capabilities into your overall program approach.
- b. Is your UX/CX methodology harmonized and integrated into your delivery methodology?
- c. Are your UX/CX practitioners part of your implementation practice or an independent group within your company?
- d. How many full-time UX/CX practitioners do you have?
- e. Typically, how many are used on deployment, in what phases and for what duration?
- f. What are the OKRs for UX/CX you measure to assess adoption and implementation success?

20. Hypercare and Transition Services

- a. How do you ensure a smooth transition and address the issues that may arise during the early stages of the system's use?
- b. What is the proposed hypercare and stabilization period?
- c. Do you provide the dedicated support during this period? Please provide SLAs proposed during this period
- d. Do you create documentation, user guides, FAQs, and a knowledge base to provide Client with self-service resources to address common and specific issues or questions?
- e. Describe knowledge transfer process in the event that system managed services are provided by another service partner.
- f. Describe your security management services.
- g. Describe services to track and report on the availability, health and performance of the solutions.
- h. Do you limit the scope of hypercare to specific services?
- i. Describe the split in responsibilities between respondent, COSA, and other parties with respect to the answers in the above questions

21. Organizational Change Management (OCM)

- a. Where and how will you leverage your OCM capabilities throughout the project?
- b. Please provide detail on how you will weave your OCM capabilities into your overall program approach.
- c. Is your OCM methodology harmonized and integrated into your delivery methodology?
- d. Are your OCM practitioners part of your implementation practice or an independent group within your company?
- e. How many full-time OCM practitioners do you have?
- f. Typically, how many are used on deployment, in what phases and for what duration?
- g. Do you offer stakeholder engagement, change readiness assessment, change and communication planning, and training as part of your solution?
- h. What is your recommended approach to training for this project?
- i. What are the OKRs for OCM you measure to assess adoption and implementation success?

22. Success Measures

- a. How do you measure project success throughout the project? Do you use any specific tools? If so, which ones and how are they used throughout the life of the project?
- b. How do you measure engagement throughout the project? Do you use any specific tools? If so, which tools and how are they used throughout the life of the project?

23. Appendix Items Requested

- a. Provide your most recent, comprehensive Environmental, Social, and Governance (ESG) report.

RFP ATTACHMENT B

PRICE SCHEDULE

Posted as a separate document.

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

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

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

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in Section 011 of this RFP.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

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

Posted as a separate document.

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT H
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFP ATTACHMENT I

SIGNATURE PAGE

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

By submitting a proposal, electronically, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 10, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

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

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

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

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

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

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

The City's contract terms and conditions are attached in the Sample Agreement (Exhibit 10). The City's ability to contract with a vendor will be a factor considered during the evaluation period. Respondent must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these terms and conditions at the time the Proposal is submitted. The submission of any such deviation may place Respondent at a competitive disadvantage or otherwise prevent the City from considering the Proposal on the affected item(s). City's commencement of contract negotiations does not constitute the City's acceptance of any deviations.

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

Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions

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

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

RFP ATTACHMENT J
PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent’s proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Experience, Background and Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider’s Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
+Signed Addenda, if applicable.	
One COMPLETE (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

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