JK
4/7/16
Item No. 5

**AN ORDINANCE** 2016-04-07-0234

**AUTHORIZING A CONTRACT WITH VROOZI, INC., TO PROVIDE THE CITY WITH AN INTEGRATED VENDOR HOSTED ELECTRONIC CATALOG MANAGEMENT SOLUTION FOR AN AMOUNT NOT TO EXCEED $994,275.00, FUNDED FROM THE PURCHASING AND GENERAL SERVICES FUND, WITH AN INITIAL CONTRACT TERM OF THREE YEARS WITH TWO, ONE-YEAR RENEWAL OPTIONS.**

* * * * *

**WHEREAS**, the Finance Department currently uses an electronic catalog in conjunction with its electronic procurement system which does not provide a federated search capability among all catalogs, does not offer viewing capability for all City staff, and lacks needed catalog management functionality; and

**WHEREAS**, the City issued a Request for Competitive Sealed Proposal for a Catalog Management Solution in January 2015, for which the evaluation committee, after scoring the respondents, recommended Vroozi, Inc. for award; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** An agreement with Vroozi, Inc., to provide the City with an Integrated Vendor Hosted Electronic Catalog Management Solution, for an amount not to exceed $994,275.00, is hereby approved. A copy of the agreement is attached hereto and is incorporated by reference as **Attachment I**. The City Manager, or her designee, is authorized to execute the agreement and any related documents in furtherance of the intent and purpose of this ordinance without further council approval.

**SECTION 2.** Funding in the amount up to $200,000.00 for this ordinance is available in Fund 71001000, Cost Center 0707100003 and General Ledger 5201040 as part of the Fiscal Year 2016 Budget.

**SECTION 3.** Additional funding for this ordinance is contingent upon City Council approval of the Fiscal Year 2017 and subsequent budgets for the duration of this contract.

**SECTION 4.** Payment not to exceed the budgeted amount is authorized to Vroozi, Inc. and should be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

| | |
|---|---|
| **Agenda Item:** | **5 ( in consent vote: 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 19, 20 )** |
| **Date:** | 04/07/2016 |
| **Time:** | 11:21:42 AM |
| **Vote Type:** | Motion to Approve |
| **Description:** | An Ordinance authorizing a contract with Vroozi, Inc., to provide the City with an integrated vendor hosted electronic catalog management solution for an amount not to exceed $994,275.00, funded from the Purchasing and General Services Fund, with an initial contract term of three years with two, one-year renewal options. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance] |
| **Result:** | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|---|---|---|---|---|---|---|---|
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | x | | | | | |
| Alan Warrick | District 2 | | x | | | x | |
| Rebecca Viagran | District 3 | x | | | | | |
| Rey Saldaña | District 4 | x | | | | | |
| Shirley Gonzales | District 5 | | x | | | | x |
| Ray Lopez | District 6 | x | | | | | |
| Cris Medina | District 7 | | x | | | | |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | |

**INTEGRATION AGREEMENT FOR CATALOG MANAGEMENT SYSTEM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**
**NO.: 6100005449**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS ("CITY")**
**AND**
**VROOZI, INC.**

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Vroozi, Inc. (Vroozi), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

## 1.0 CONTRACT DOCUMENTS

1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

a. This Integration Agreement;

b. City's Request for Competitive Sealed Proposal (RFCSP) 6100005449, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A);

c. Vroozi Statement of Work (Exhibit B);

d. Vroozi Response to RFCSP 6100005449 (Exhibit C);

e. Vroozi Master Service Agreement (Exhibit D);

f. Vroozi Licensing Agreement (Exhibit E); and

g. Vroozi Access Fee Schedule (Exhibit F); and

h. Vroozi Service Level Agreement (Exhibit G); and

## 2.0 INSURANCE



Attachment I

Prior to the commencement of any work under this Agreement, Vroozi shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "Catalog Management System" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

| TYPE | AMOUNTS |
|---|---|
| | |
| 1. Workers' Compensation<br>2. Employers' Liability | Statutory<br>$500,000/$500,000/$500,000 |
| 3. Broad form Commercial General Liability Insurance (Claims Made) to include coverage for the following:<br>a. Premises/Operations<br>*b. Independent Contractors<br>c. Products/Completed Operations<br>d. Personal Injury<br>e. Contractual Liability<br>f. Damage to property rented by you<br>g. Professional Liability coverage for training services | For Bodily Injury and Property Damage of $1,000,000 per occurrence;<br>$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage<br><br>f. $100,000 |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence |

Vroozi agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vroozi herein, and provide a certificate of insurance and endorsement that names the Vroozi and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vroozi. Vroozi shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vroozi shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vroozi shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

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

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

In addition to any other remedies the City may have upon Vroozi's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vroozi to stop work hereunder, and/or withhold any payment(s) which

become due to Vroozi hereunder until Vroozi demonstrates compliance with the requirements hereof.

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

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

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

Vroozi and any Subcontractors are responsible for all damage to their own equipment and/or property.

## 3.0 INDEMNIFICATION

**VROOZI 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 VROOZI'S activities under this Agreement, including any acts or omissions of VROOZI, any agent, officer, director, representative, employee, consultant or subcontractor of VROOZI, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VROOZI AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VROOZI shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VROOZI known to VROOZI related to or arising out of VROOZI's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VROOZI's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VROOZI 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 VROOZI in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. VROOZI 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 VROOZI fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and VROOZI 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 VROOZI, 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 VROOZI or any subcontractor under worker's compensation or other employee benefit acts.

## 4.0 LAW APPLICABLE

**4.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

5.0 Section 005 ADDITIONAL REQUIREMENTS Intellectual Property of the RFCSP shall be amended to include the underlined wording: "If selected, Respondent agrees to abide by the following regarding intellectual property rights: Respondent shall pay all royalties and licensing fees for software and other products related to the development and implementation of the solution being purchased by City. This shall not include any software as a service license procured by the City as detailed in the Best and Final Offer."

## 6.0 Termination

**6.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.**

**6.2 Termination Without Cause. This Agreement may be terminated by City upon 15 calendar days written notice. In the event of such termination by City, City shall pay Vroozi for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.**

**6.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:**

**6.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,**

**6.3.2 City's failure for a period of thirty (30) days to pay Vroozi for service and/or materials under of this Agreement.**

**6.4 Defaults With Opportunity for Cure. Should Vroozi default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Vroozi shall have thirty (30) calendar days after receipt of the written notice to cure such default. If Vroozi fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with Vroozi to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against Vroozi's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.**

**6.4.1 Bankruptcy or selling substantially all of company's assets**
**6.4.2 Failing to perform or failing to comply with any covenant herein required**
**6.4.3 Performing unsatisfactorily.**
**6.4.4 Failure to meet acceptance test criteria approval on the third attempt.**

**6.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.**

**6.6 Regardless of how this Agreement is terminated, Vroozi shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Vroozi, or provided to Vroozi, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Vroozi. Payment of compensation due or to become due to Vroozi is conditioned upon delivery of all such documents, if requested.**

**6.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Vroozi for any default hereunder or other action.**

**6.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, Vroozi shall be entitled to payment in full for all work which Vroozi has performed in accordance with this Agreement and all equipment which Vroozi has delivered to the City pursuant to this Agreement.**

## 7.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

| **CITY OF SAN ANTONIO** | **VROOZI, INC.** |
|---|---|
| _____ | _____ |
| Troy Elliott, CPA | Print Name: Stephen Olds |
| Director of Finance | Title: CEO |
| Date: _____ | Date: 3/11/2016 |

Approved as to Form:

_____

Assistant City Attorney

# CITY OF SAN ANTONIO

INFORMATION TECHNOLOGY SERVICES DEPARTMENT

**REQUEST FOR COMPETITIVE SEALED PROPOSAL**
**("RFCSP")**

for

CATALOG MANAGEMENT SOLUTION

RFCSP 6100005449
LOG 2015-029

Release Date: 01/16/2015
Proposals Due: 03/04/2015

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## 003 BACKGROUND

The Purchasing Division of the Finance Department provides support to all City departments on every aspect of procurements, from the development of solicitation documents to contract administration. The Purchasing Division (Purchasing) is responsible for the timely and efficient procurement of goods and non-professional services necessary for the delivery of municipal services. This is accomplished through the use of the Central/Shared Services organizational structure. All requirements for goods and non-professional services are routed to Central Purchasing via electronic shopping carts for review. Requirements may be sourced by central procurement staff or re-assigned to shared service procurement staff. System workflow routes all solicitations, purchase orders and contracts to a Procurement Manager or Procurement Administrator for approval prior to release.

Currently, Purchasing utilizes an electronic catalog module in conjunction with its electronic procurement system. Electronic catalogs increase the visibility of contract items through the use of internal and punch-out catalogs; which in turn increases the use of established contracts that reflect volume pricing. The Purchasing Division currently manages an internal catalog within an SAP SRM system that contains over 191,000 active line items representing approximately 533 contracts and 384 suppliers. In addition, Purchasing currently supports two punch-out catalogs with approximately 125,000 active line items. The total number of active line items is planned to increase to over **750,000**, primarily with the addition of catalog based contracts for fleet items. Following are statistics from the period of October 1, 2013 through September 30, 2014:

Total SRM Spend: $112.1 million
Total SRM Contract Spend: $93.7 million
Total SRM Catalog Spend: $70.2 million
Number of SRM Catalog Purchase Orders: 14,586

The City currently has 526 individuals who hold the Shopper role; and 81 who hold the Buyer role in SRM. In addition, it is anticipated 7 (seven) individuals will have authority to approve catalogs.

## 004 SCOPE OF SERVICE

The City of San Antonio requests proposals for a Third Party Catalog Management solution to streamline the catalog creation and management process for the Purchasing Division. The integrated solution should include the following:

1. Supply and configure all software and to create a turn-key system that provides the functionality outlined in the Scope of Services section, Requirements Traceability Matrices and detailed throughout this RFCSP.

   **Catalog Content Creation Portal**

   Respondent must provide a solution that will allow designated City of San Antonio (CoSA) staff and suppliers to upload/update catalog content. The solution must also provide a workflow process for review and approval of catalog content.

   **Catalog Search Engine**

   Respondent must provide a solution with a search engine that will allow the user to perform a keyword search for contracted goods and services across all supplier-hosted and internal catalogs.

   **Catalog Management and On-Boarding**

   Respondent must provide a service to manage catalog content on behalf of the CoSA for specified suppliers. These services include on-boarding, content coordination and on-going support for specified suppliers.

   **Reporting**

   Respondent must provide a solution which provides comprehensive standard and ad-hoc reporting capability.

**Technical Requirements**

Respondent must provide a solution that integrates with the CoSA's SAP SRM 7.0 system.

The Respondent must provide a solution that is accessible using a standard web browser which supports multiple versions, including the latest releases of Internet Explorer, Firefox, and Chrome.

2. Migration of existing catalog items into the new system
   a. Approximately 191,000 line items from 533 distinct catalogs from the existing internal catalog
   b. Integration of two supplier-hosted catalogs

3. Train Suppliers, Shoppers, Purchasing staff, Financial Operations and Information Technology Services Division (ITSD) staff in the proper and efficient use of the system.

4. Ongoing operational, system and technical support.

Respondents will be required to complete the Requirements Traceability Matrix (RTM) spreadsheets listed as Attachments F and G to this RFCSP. Respondents shall provide requested information for each requirement listed on attached spreadsheets.

## 005 ADDITIONAL REQUIREMENTS

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

**Sections:**
Venue, Jurisdiction and Arbitration
Intellectual Property
Undisclosed Features
Ownership and Licenses
Certifications
Acceptance Criteria (if required)

**Exhibits:**
Insurance Requirements
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

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

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

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

Either:

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

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, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

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

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

Provided that:

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.

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

Ownership and Licenses.

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

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

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of

City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

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

## 006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew this contract for two (2), additional one (1) year periods.

## 007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Hill Country Conference Room, 11th Floor, Riverview Towers, 111 Soledad, San Antonio, Texas at 10:00 a.m., Central Time, on January 27, 2015. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. 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.

This meeting place is accessible to disabled persons. The Hill Country Conference Room, 11th Floor, Riverview Towers, 111 Soledad, San Antonio, Texas is wheelchair accessible. The accessible entrance is located at the front entrance. Accessible parking spaces are located at Riverview Parking Garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

**Conference Bridge: Toll Free Dial-In Number: 855-850-2672, Meeting I.D.# 8791**

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 Pre-Submittal 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.

Respondent shall submit one original hardcopy, signed in ink, and seven (7) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"CATALOG MANAGEMENT SOLUTION", RFCSP 6100005449**, on the front of the package.

If 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 include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their proposed solution.

RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment A.

CONTRACTS DISCLOSURE FORM. Refer to Attachment B to download a copy of the Contracts Disclosure Form at:

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

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

PRICING SCHEDULE. Use the Pricing Schedule found in this RFCSP as Attachment E.

FUNCTIONAL REQUIREMENTS-ADDITIONAL PROJECT DOCUMENTS. Complete and return the Matrix found in this RFCSP as Attachment F.

TECHNICAL REQUIREMENTS ADDITIONAL PROJECT DOCUMENTS. Complete and return the Matrix found in this RFCSP as Attachment G.

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

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM. Complete and return form found in this RFCSP as Attachment I.

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

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission, that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

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

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

## 009 CHANGES TO RFCSP

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

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

## 010 SUBMISSION OF PROPOSALS

Proposals may be submitted electronically though the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and seven (7) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "CATALOG MANAGEMENT SOLUTION", RFCSP 6100005449, on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on **March 4, 2015** at the address below. 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 to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:
City Clerk's Office
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
City Clerk's Office
Attn: Finance Department
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein 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 thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 8, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, on a CD, 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 due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a

cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFCSP 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 Respondent Questionnaire form found in this RFCSP 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 Respondent Questionnaire form, the Director of FINANCE 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 days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

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

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

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

Travel and Related Expenses. All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.

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. Respondent acknowledge that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

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

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Tuesday, February 3, 2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Denise Parks, Procurement Specialist II
City of San Antonio, Finance Department
Denise.Parks@sanantonio.gov

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 SBEDA form(s), if any. The point of contact, Michael Sindon, may be reached by telephone at (210) 207-3957 or by e-mail at Michael.Sindon@sanantonio.gov . Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

## 012 EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation criteria:

Experience, Background, Qualifications (25 points)

Proposed Solution (40 points)

Pricing (15 points)

Small Business Economic Development Advocacy Program (SBEDA) (20 points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive twenty (20) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

## 013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The Contract, if awarded, will be awarded to the 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. However, final selection of a Respondent is subject to City Council approval.

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

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

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

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

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 or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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. (Discretionary Contracts Disclosure – form may be found online at https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf.)

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.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at http://www.ethics.state.tx.us/forms/CIQ.pdf. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

## 014 BONDS

This section left blank intentionally.

## 015 SOFTWARE ESCROW REQUIREMENT

To ensure that the City will have access to the Contractor's source code in the event that the Contractor is unable to support the software, a copy of the Contractor's source code shall be kept by a trusted third party agreeable to the City, if applicable.

## 016 ACCEPTANCE CRITERIA

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

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

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

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

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

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

## 017 SCHEDULE OF EVENTS

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

| | |
|---|---|
| RFCSP Release | 01/16/2015 |
| Pre-Submittal Conference | Tuesday, 01/27/2015 at 10:00 A.M. Central Time |
| Final Questions Accepted | Tuesday, 02/03/2015 at 2:00 P.M. Central Time |
| Proposal Due | Wednesday, 03/04/2015 at 2:00 P.M. Central Time |

## 018 RFCSP EXHIBITS

## RFCSP EXHIBIT 1

## INSURANCE REQUIREMENTS

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

### INSURANCE

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

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

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

| TYPE | AMOUNTS |
|---|---|
| | |
| 1. Workers' Compensation<br>2. Employers' Liability | Statutory<br>$500,000/$500,000/$500,000 |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following:<br>a. Premises/Operations<br>b. Independent Contractors<br>c. Products/Completed Operations<br>d. Personal Injury<br>e. Contractual Liability<br>f. Damage to property rented by you | For Bodily Injury and Property Damage of $1,000,000 per occurrence;<br>$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage<br>f. $100,000 |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence |
| 5. Professional Liability (Claims-made basis) Cyber-risk coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service. | $1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services. |

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

## RFCSP EXHIBIT 2

## INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFCSP, 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 Agreement, 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 Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT 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.**

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 AGREEMENT 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.

## RFCSP EXHIBIT 3

## INTERLOCAL PARTICIPATION

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

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

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

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

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

**RFCSP EXHIBIT 4**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM**

## A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/edd/SmallBusiness)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

## B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

## C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by

Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are <u>not</u> commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

**Good Faith Efforts** – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16$^{th}$ percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. <u>SBEDA Program Compliance – General Provisions</u>

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm; **and**

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**RFCSP EXHIBIT 5**

**CITY TECHNICAL STANDARDS**

**ATTACHED AS A SEPERATE DOCUMENT**

## RFCSP EXHIBIT 6

## CITY SECURITY POLICIES

Respondent shall identify any components within the proposed solution that do not meet CoSA Security standards (NIST 800-53A minimum requirements. Refer to link below for NIST 800-53A.

http://csrc.nist.gov/publications/nistpubs/800-53-rev4/sp800-53r4_summary.pdf

**RFCSP EXHIBIT 7**

**GLOSSARY OF TERMS**

| Acronym/Abbreviation | Description/Definition |
|---|---|
| SAP | Systems Applications and Products in Data Processing |
| MDM | Master Data Management |
| SRM | Supplier Relationship Management |
| NIGP | National Institute of Governmental Purchasing |
| CoSA | City of San Antonio |
| NIST | National Institute of Standards and Technology |

## RFCSP EXHIBIT 8

## NON-DISCRIMINATION

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

## 019 RFCSP ATTACHMENTS

## RFCSP ATTACHMENT A

## RESPONDENT QUESTIONNAIRE

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___ Partnership
___Corporation If checked, check one: ___For-Profit ___ Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

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 and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

_____

_____

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

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

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

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

Years _____ Months_____

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

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

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

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

Years _____ Months_____

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

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

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

   _____

   _____

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

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

   _____

   _____

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

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

   _____

   _____

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

    _____

    _____

11. **Previous Contracts:**

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

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

       _____

       _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
       Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

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

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

_____

## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

**Contact Email Address**: _____

**Reference No. 2:**

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

**Contact Email Address**: _____

**Reference No. 3:**

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

**Contact Email Address**: _____

## EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.

2. Indicate the number of years Respondent has been in the business of providing *Catalog Management Solutions*, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

3. List all *Catalog Management Solutions* projects that the Respondent has completed in the last four years. Describe Respondent's catalog management experience with multiple lines of business (e.g., automotive, office supplies, technology, services, etc.)

4. List all *Catalog Management Solutions* projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.

5. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

7. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:

   a) identify the number and professional qualifications (to include licenses, certifications, associations)

   b) identify relevant experience on projects of similar size and scope

   c) state the primary work assignment and the percentage of time to be devoted to the project.

Additional Information. Identify any other relevant information about the Respondent's qualifications.

## PROPOSED PLAN

Prepare and submit narrative responses to address the following items.

1. **Transition Plan:**
   A. Describe the process to migrate existing MDM and Punch-Out data to the proposed solution. Provide a timeline for the migration of existing data by key task.

2. **Training and On Boarding:**
   A. Describe the level of training that will be provided to City of San Antonio staff. State the proposed number of training sessions and length in hours.
   B. List the training guides, tutorials or other training documents available for system users. Are these training guides available on-line?
   C. Describe in detail the level of assistance provided to on boarding City of San Antonio suppliers to develop supplier and/or punch-out catalogs. What is the estimated timeframe to develop supplier and/or punch-out catalogs?
   D. Describe in detail how Respondent would assist suppliers with "crosswalking" catalog items from NAICS or UNSPCC codes to a 5 digit NIGP code?

3. **Catalog Views:**
   A. Describe the catalog view provided to a general user that does not hold the SRM Shopper, Buyer or Approver role and the associated security rules. Describe how a general user can create a "wish list" of catalog items and electronically transmit to an assigned shopper.
   B. Describe the process for blocking specified items in punch out catalogs, either by individual item or NIGP code.
   C. Explain how viewing of catalog information can be partitioned. For example, how can the catalog view for ammunition and body armor be limited only to shoppers from the Police Department?

4. **Catalog Search Functionality:**
   A. Describe the functionality of the "cross-catalog" search feature including intelligent fuzzy searches, parametric search filtering and side-by-side comparisons. Provide a snap shot of the results from each type of sample search.

5. **Archiving and Audit Capabilities:**
   A. Describe how the proposed solution archives previous catalog data. How is the archived catalog data retrieved?
   B. Describe the audit trail that displays edit information including modified date/time approvals, comments, versions and editors for the life of the catalog.

6. **Catalog Functionality:**
   A. Provide a graphical representation of the process flow from creation of a shopping cart to transmission of the resulting purchase order.
   B. Describe the proposed template that will be utilized to load catalog data. Identify the required and optional data fields. What data fields are subject to a keyword search?
   C. Describe the workflow and collaborative approval process for new catalogs as well as changes to previously approved catalogs.
   D. Does the proposed solution alert Procurement Staff of upcoming contract expirations? If so, does the solution block the view of catalog items for which the contract is no longer active?
   E. Describe the standard reporting capabilities provided with the proposed solution. Does the proposed solution allow ad hoc reporting?

**PROPOSED PLAN (Continued)**

7. **Technical Requirements:**
   A. If proposed solution is vendor hosted, describe how system availability will be maintained for business continuity. Describe in detail disaster recovery procedures and system redundancy to minimize service disruptions.
   B. What level of system availability is guaranteed by the Respondent? Describe the proposed penalty if system availability is not maintained at guaranteed levels.
   C. Describe your procedures and service level agreement to resolve technical issues.
   D. Identify any components of the proposed solution that do not meet City of San Antonio Security Standards or NIST 800-53A minimum requirements.

## RFCSP ATTACHMENT B

## CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf .

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

## RFCSP ATTACHMENT C

## LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

**RFCSP ATTACHMENT D**

**SBEDA FORM(S)**

Posted as separate documents.

## RFCSP ATTACHMENT E

## PRICING SCHEDULE

Enter all one-time, recurring and ala carte costs that are associated with proposed solution. Respondent only needs to complete items that apply to proposed solution. If there are no costs associated with those listed below, enter a value of 0.

| | Occurrence | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|---|---|---|---|---|---|
| **SUBSCRIPTION OR MAINTENANCE AND SUPPORT FEE** | Annual | $ | $ | $ | $ | $ |
| **PROFESSIONAL SERVICES** | | | | | | |
| Project Execution Planning | One-Time | $ | | | | |
| Configuration | One-Time | $ | | | | |
| Interfaces | One-Time | $ | | | | |
| Data Migration | One-Time | $ | | | | |
| Testing | One-Time | $ | | | | |
| Training | One-Time | $ | | | | |
| **CATALOGS** | | | | | | |
| Price Per Supplier Assisted Catalog | Per Catalog | $ | $ | $ | $ | $ |
| Price Per Supplier Assisted Punch-Out Catalog | Per Catalog | $ | $ | $ | $ | $ |
| Catalog Management Fee | Monthly | $ | $ | $ | $ | $ |
| **ACCESS** | | | | | | |
| Catalog Administrator Access | Per User/Monthly | $ | $ | $ | $ | $ |
| Catalog Approver Access | Per User/Monthly | $ | $ | $ | $ | $ |
| Shopper Access | Per User/Monthly | $ | $ | $ | $ | $ |
| Supplier Access | Per User/Monthly | $ | $ | $ | $ | $ |
| | | | | | | |
| **OTHER COSTS: (List)** | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTAL COSTS** | **$** | **$** | **$** | **$** | **$** | **$** |

**RFCSP ATTACHMENT F**

**ADDITIONAL PROJECT DOCUMENTS**

**FUNCTIONAL REQUIREMENTS**

ATTACHED AS A SEPARATE DOCUMENT

## RFCSP ATTACHMENT G

## ADDITIONAL PROJECT DOCUMENTS

## TECHNICAL REQUIREMENTS

ATTACHED AS A SEPARATE DOCUMENT

## RFCSP ATTACHMENT H

## 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/ or the direct link at: http://www.sanantonio.gov/purchasing/saeps.aspx

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP MAY RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

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

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

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

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.

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

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

_____
Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

## RFCSP ATTACHMENT I

## VOSBPP TRACKING FORM

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 Program Tracking Form attached to this solicitation.

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

**ATTACHED AS A SEPARATE DOCUMENT**

## RFCSP ATTACHMENT J

## PROPOSAL CHECKLIST

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

| Document | Initial to Indicate Document is Attached to Proposal |
|---|---|
| Table of Contents | |
| Respondent Questionnaire<br>RFCSP Attachment A | |
| Discretionary Contracts Disclosure form<br>RFCSP Attachment B | |
| Litigation Disclosure<br>RFCSP Attachment C | |
| *SBEDA Form<br>RFCSP Attachment D; and<br>Associated Certificates, if applicable | |
| Pricing Schedule<br>RFCSP Attachment E | |
| Functional Requirements/Additional Project Documents<br>RFCSP Attachment F | |
| Technical Requirements/Additional Project Documents<br>RFCSP Attachment G | |
| *Signature Page<br>RFCSP Attachment H | |
| *VOSBPP Tracking Form<br>RFCSP Attachment I | |
| Proposal Checklist<br>RFCSP Attachment J | |
| Proof of Insurability (See RFCSP Exhibit 1)<br>Insurance Provider's Letter<br>Copy of Current Certificate of Insurance | |
| Financial Information | |
| One (1) Original, Twelve (12) Copies and one (1) CD of entire proposal in PDF format. | |

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

**RFCSP ATTACHMENT H**

**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/ or the direct link at: http://www.sanantonio.gov/purchasing/saeps.aspx

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP MAY RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

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

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

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

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.

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

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

If submitting your proposal by paper, 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.

VROOZI INC.
Respondent Entity Name

Signature: _____

Printed Name: SHAZ KHAN

Title: CHIEF STRATEGY OFFICER

Email Address: shaz.khan@vroozi.com

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

| Best and Final Offer | | VROOZI | |
|---|---|---|---|
| **PROFESSIONAL SERVICES** | | | |
| Project Execution Planning | | | $22,500.00 |
| Configuration | | | $13,500.00 |
| Interfaces | | | $13,500.00 |
| Data Migration | | | $34,650.00 |
| Testing | | | $30,150.00 |
| Training | | | $13,500.00 |
| **CATALOGS** | | | |
| **Price Per Supplier Assisted Catalog** | **MONTHLY** | **QUANTITY** | **ANNUAL COST** |
| Year 1 - 10 | $1,595.00 | 10 | $15,950.00 |
| Year 2 - 30 | $1,595.00 | 30 | $47,850.00 |
| Year 3 - 30 | $1,495.00 | 30 | $44,850.00 |
| Year 4 - 30 | $1,495.00 | 30 | $44,850.00 |
| Year 5 - 30 | $1,495.00 | 30 | $44,850.00 |
| **Price Per Supplier Assisted Punch-Out Catalog** | | | |
| Year 1 - Estimated # Punchout Cats. = 2 | | 2 | $0.00 |
| Year 2 - 2 | | 2 | $0.00 |
| Year 3 - 2 | $1,095.00 | 2 | $1,095.00 |
| Year 4 - 2 | $1,095.00 | 3 | $3,285.00 |
| Year 5 - 2 | $995.00 | 5 | $4,975.00 |
| **Catalog Management Fee** | | | |
| Year 1 - # of Catalogs = 450 | $3,495.00 | 450 | $27,960.00 |
| Year 2 - 475 | $3,495.00 | 475 | $41,940.00 |
| Year 3 - 500 | $2,995.00 | 500 | $35,940.00 |
| Year 4 - 525 | $2,995.00 | 525 | $35,940.00 |
| Year 5 - 550 | $2,995.00 | 550 | $35,940.00 |
| **ACCESS** | | | |
| **8 Catalog Administrator Access** | | | |
| Year 1 | $90.00 | 8 | $5,760.00 |
| Year 2 | $90.00 | 8 | $8,640.00 |
| Year 3 | $90.00 | 8 | $8,640.00 |
| Year 4 | $85.00 | 8 | $8,160.00 |
| Year 5 | $85.00 | 8 | $8,160.00 |
| **6 Catalog Approver Access** | | | |
| Year 1 | $10.00 | 6 | $480.00 |
| Year 2 | $10.00 | 6 | $720.00 |
| Year 3 | $10.00 | 6 | $720.00 |
| Year 4 | $9.00 | 6 | $648.00 |
| Year 5 | $9.00 | 6 | $648.00 |
| **500 Shopper Lite Access to smartOCI (Non-SAP Users)** | | | |
| Year 1 - 500 | $10.00 | 0 | $0.00 |
| Year 2 - 500 | $10.00 | 0 | $0.00 |
| Year 3 - 500 | $10.00 | 0 | $0.00 |
| Year 4 - 500 | $9.00 | 0 | $0.00 |
| Year 5 - 500 | $9.00 | 0 | $0.00 |
| **516 Shoppers Access** | | | |
| Year 1 - 516 | $11.00 | 516 | $45,408.00 |
| Year 2 - 516 | $11.00 | 516 | $68,112.00 |
| Year 3 - 516 | $11.00 | 516 | $68,112.00 |
| Year 4 - 516 | $10.00 | 516 | $61,920.00 |

| | | | |
|---|---|---|---|
| Year 5 - 516 | $10.00 | 516 | $61,920.00 |
| **Supplier Access** | | | |
| Year 1 - 420 Suppliers | $0.00 | 420 | $0.00 |
| Year 2 - 435 | $0.00 | 435 | $0.00 |
| Year 3 - 450 | $0.00 | 450 | $0.00 |
| Year 4 - 465 | $0.00 | 465 | $0.00 |
| Year 5 - 480 | $0.00 | 480 | $0.00 |
| **OTHER COSTS: (List)** | | | |
| Year 1 | | | |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |
| Catalog Item Storage Fee (up to 500,000 catalog items) | | | |
| Year 1 - <500,000 | $1,990.00 | 8 | $15,920.00 |
| Year 2 - <500,000 | $1,990.00 | 12 | $23,880.00 |
| Year 3 - <726,000 [1] | $2,785.00 | 12 | $33,420.00 |
| Year 4 - <976,000 [1] | $3,680.00 | 12 | $44,160.00 |
| Year 5 - <1,226,000 [1] | $4,575.00 | 12 | $54,900.00 |
| **TOTAL COSTS** | | | **$1,033,553.00** |

1. Base cost of $1,990 for 500,000 line items. Incremental cost of $895 per 250,000 line items thereafter.

Year 1 fees adjusted to 8 months licensing fees.

Statement of Work

# City of San Antonio
# Catalog Management Solution
# Phase 1

Version 1.0

9/29/15

Vroozi, Inc.

Exhibit B

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# 1 Project Summary

Vroozi will implement the smartOCI Catalog Management and Marketplace for the City of San Antonio.

## 1.1 Project Scope

The scope of this project is Phase 1 of the Catalog Management and Marketplace Implementation for the City of San Antonio. Subsequent phases will be contracted for in separate statements of work.

The purpose of this scope section is to understand and document in as exclusive terms as possible those factors which govern, limit, and bound the Vroozi project work necessary to satisfy San Antonio's business needs.

### 1.1.1 What is in the Project Scope

*Included in the scope is project management, software installation and base configuration, training, skills transfer workshops, integration, etc and onsite technical support.*

The smartOCI Marketplace is a Cloud-based solution comprised of three modules:

**smartOCI Catalog Search Engine -** An e-commerce search engine integrated with SAP SRM and SAP ERP which provides federated search capabilities across punch-out suppliers, internal content, and stock material (material/service master records) and returns search results in a unified user interface.

**smartOCI Catalog Manager -** A tool to create, manage, and publish catalog content including material master records and supplier catalog content.

**smartOCI Supplier Marketplace -** A web-based portal which allows a purchasing organization to invite suppliers to securely upload and publish catalog content and sales quotes.

The following items are listed as requirements for the Catalog Management Integration RFP:

- Management and support of smartOCI Marketplace for CoSA
- Management of catalog content on behalf of CoSA with all of the CoSA suppliers across various spend categories including office supplies, IT equipment, and fleet equipment (partial list)
- Reporting framework – Provides audit logs on catalog history, # of items in the search index, # of searches by product category, vendor, etc.
- Integration of smartOCI Catalog Management Solution with SRM 7.0

The smartOCI system does not require a Shopper to register when logging into the smartOCI Marketplace from the SAP SRM system as the system provides single sign-on capabilities by passing the SAP Field SY-UNAME.

- Migration of all current Catalogs managed in the SAP SRM-MDM catalog

The smartOCI Catalog Manager supports the following file formats XLS, XLSX, CSV, and TAB delimited content. As part of the project scope, 533 catalogs currently loaded in the SAP SRM-MDM tool will be migrated to the smartOCI Catalog Manager.

- Migration of up to five (5) Punchout catalogs configured in CoSA current SAP SRM system.

The smartOCI Marketplace provides the capability to consolidate all supplier catalog content from material

master records, service master records, internal catalogs items, and punch-out catalog items into one universal search interface.

As part of the scope of work, all existing Punchout catalog web service credentials currently configured in the CoSA SRM 7.0 system will be migrated and defined in smartOCI system. Once the Punchout credentials are defined, smartOCI provides the following integration routines:

1. smartOCI SecureFTP – SecureFTP (SFTP) allows any Punchout suppliers the ability to transmit a catalog load file to the smartOCI file folder structure via the SFTP protocol.

**Detailed Execution Plan, Scope of Work and Solution Description**

As part of the project implementation for the smartOCI Marketplace, Vroozi will align the project plan with the CoSA business requirements for the Catalog Management Solution and ensure all deliverables and exit criteria are clearly defined in each phase.

Vroozi follows a standard project implementation methodology which covers the complete lifecycle of a software project implementation.

Phase 1 – Prep and Blueprint – 1 to 2 weeks
Phase 2 – Realization – 8 to 10 weeks
Phase 3 – Integration Testing – 4 to 6 weeks
Phase 4 – Training – 1 week
Phase 5– Go-Live/Cutover – 1 week

Estimated total project timeline – 15 – 20 weeks

*Note: Durations below are sample estimates and deliverables and exit criteria for each phase are subject to change.*

The finalized project plan will be a key deliverable in the Blueprint phase for the smartOCI implementation at CoSA and will contain a release plan, finalized resource pool, and complete requirements list and list of complete development objects. Any custom development objects would be subject to an additional statement of work and fee scheduled and will be vetted through the CoSA PCR Process.

**Scope of Work:**

- 1.5 day onsite blueprint workshop support to cover requirements, fit gap analysis, resource matrix and project schedule
- Supplier On-boarding services
  - Drafting of supplier welcome letter and supplier introduction kit for smartOCI project
  - Preparation of supplier on-boarding presentation outlining the project details and supplier integration methods
  - Preparation of catalog template file to present to suppliers for catalog content population with Client contract pricing
  - Integration up to five (5) Punch-Out Suppliers into the smartOCI Marketplace including (**Note**: Client must already have active accounts with the Suppliers in order to obtain punch-out credentials with the Client's contracted pricing) – Sampling of suppliers listed below
    - HD Supply
    - Office Depot
    - TBD for Remaining Catalogs
  - Provide mechanism for suppliers to create index files for the punch-out catalog content and load directly into the smartOCI Marketplace where applicable (**Note:** Not all punch-out catalogs will be able to submit catalog content due to functionality which only exists on their punch-out catalog site such as Dell allowing Clients to configure desktops and laptops)

    - Set up of supplier IDs to access City of San Antonio's smartOCI Supplier Marketplace to load content
- Catalog creation services:
    - Migrate existing catalog content from Client's SAP SRM MDM catalog to the smartOCI Marketplace (Client will provide access to all existing catalog files and product imagery)
    - Enrichment of supplier catalog with client-specific and supplier-specific custom fields
    - Assignment of SAP operational contract values to smartOCI catalog line item/s (if required)
- Activation and content normalization for Fleet and Equipment catalog suppliers
- Activation of one step approval workflow for content review (includes ability for line item rejection of catalog items)
- Single-sign on (SSO) activation for Shopper access from SAP SRM to smartOCI Marketplace
- All catalog content and screens to be presented in English
- Creation of service-based catalogs for maintenance, repair, and other spend categories
- Personalization of smartOCI Marketplace with company logo and welcome image
- Integration of smartOCI Shopper Search Engine and Marketplace in Client's SAP SRM 7.0 systems
    - SAP SRM
        - SRM Shopping Cart
        - SRM Purchase Order
- Content group and view access rights table by employee
- Creation of UNSPSC product category mapping template
- Creation of Unit of Measure (UOM) mapping template
- Supplier ID mapping template preparation
- Implementation and activation of Shopper Lite role for users. Shopper Lite licenses (subject to separate subscription fee) allows users to log into Vroozi smartOCI Marketplace, search for products, and send products (via an ordered list) to a designated user who has access to SAP SRM and smartOCI and who can process the order directly in SAP SRM.
- Setup and provisioning of smartOCI® user accounts including Administrators, Content Approvers, Buyers, Shopper Lite Users, and Suppliers
- On-site training session for smartOCI Master Administrators which includes:
    - Administration of smartOCI system
    - Preparation of smartOCI Catalog MS Excel template to present to suppliers
    - Content views/data mapping
    - User creation including supplier users
    - Troubleshooting
- Training documentation for suppliers and shoppers
- Skills workshops for smartOCI Administrators
- Where supplier product images are not available, Vroozi will recommend suitable product images for the supplier product catalogs
- Quickstart end-user guide for Shoppers (customized to City of San Antonio)

[redacted] – Conduct 1.5 day blueprint onsite workshop, draft business requirements, create project and resource schedule, discuss next steps for realization phase

**Deliverables/Exit Criteria (Completed by Vroozi)**

- smartOCI Blueprint Workshop Agenda and Presentation
- smartOCI Blueprint document with accompanying Requirements list (***Sign off required by client***)
- Project plan and resource schedule – ***This will be completed in conjunction with CoSA and Vroozi***
- Technical development matrix (for custom development/enhancement requests) – ***This item will be completed by Vroozi/CoSA***
- Risk/Issues Matrix

**Milestones/Tasks (Completed by CoSA and/or Vroozi)**

| Task | Responsibility |
|---|---|
| Define Requirements | CoSA/Vroozi |
| Complete Scope Document | CoSA |
| Develop CoSA Organization Structure | CoSA/Vroozi |
| Identify Punchout Catalogs | CoSA |
| Communicate CoSA changes with suppliers | CoSA/Vroozi |
| Identify Internal Catalogs | CoSA |
| Identify RICEF[1] items (CoSA Development) | CoSA |
| Complete and Review Functional Specs (if required) | CoSA/Vroozi |
| Complete Blueprint document | CoSA/Vroozi |
| Submit Supplier Questionnaires to PunchOut Suppliers | CoSA |
| Review/Approve Functional Spec | CoSA |
| Complete security access forms (smartOCI) | CoSA |
| Review/Approve Blueprint | CoSA/Vroozi |

[redacted] – Kickoff systems build activities including catalog indexing services, internal catalog schema and data load, search engine optimization, unit testing, smartOCI integration with SAP SRM system, test script authoring, content approval workflow, shopper and supplier landing page personalization, logo and color scheme

**Deliverables/Exit Criteria (Completed by Vroozi)**

- Assist in preparing integration test scripts for system testing
- Unit testing
- Assist in preparing technical design specification documents (for any custom development objects which will be required in smartOCI)
- Catalog Diagnostics reports– Number of punch-out catalogs successfully indexed, technical connection, synchronization schedule
- Design document review and approval for shopper user interface in smartOCI

**Milestones/Tasks (Completed by CoSA and/or Vroozi)**

| Task | Responsibility |
|---|---|
| smartOCI Admin Tool training (*this could be moved to the Training phase but we recommend having the training performed during the Realization phase for designated Master/Catalog Administrators*) | Vroozi |
| Define Punchout catalog credentials | Vroozi |
| Integrate Punchout catalogs into smartOCI | Vroozi |
| Setup internal/hosted catalogs | CoSA/Vroozi |
| Define profiles in smartOCI | CoSA/Vroozi |
| Setup test users | Vroozi |
| Establish smartOCI connectivity in SRM | CoSA/Vroozi |
| Establish smartOCI test admin accounts | Vroozi |
| Complete Unit Test | CoSA/Vroozi |
| Review/Approve test results | CoSA |

[1] RICEF – Reports, Interfaces, Conversions, Enhancements, Forms

**Mock Conversion**

| Task | Responsibility |
|---|---|
| Create internal catalogs from existing MDM Catalogs | CoSA |

[redacted] – Two (2) cycles of integration testing, script execution, defect log and resolution

**Deliverables/Exit Criteria (Completed by Vroozi)**

- Test script execution and analysis report
- Test defect report

**Milestones/Tasks (Completed by CoSA and/or Vroozi)**

| Task | Responsibility |
|---|---|
| Develop test scripts | CoSA |
| Business process tests | CoSA |
| End to end tests | CoSA/Vroozi |
| Catalog tests | CoSA/Vroozi |
| Admin tool tests | CoSA |
| Defect tracking and resolution | CoSA/Vroozi |
| Document test results | CoSA |
| Review/Approve test results | CoSA |

[redacted] – Onsite training for catalog administrators, recorded video training

**Deliverables/Exit Criteria (Completed by Vroozi)**

- Classroom training - 1.5 day onsite training for designated individuals who will be mapped to the smartOCI Catalog Administrator role
- smartOCI Training Guide for Catalog Administrator

**Milestones/Tasks (Completed by CoSA and/or Vroozi)**

| Task | Responsibility |
|---|---|
| Determine training requirements | CoSA |
| Develop/update training materials | CoSA/Vroozi |
| Develop training plan/schedule | CoSA |
| Conduct training for end users | CoSA |
| Determine communications requirements | CoSA |
| Develop communications | CoSA |
| Implement communications | CoSA |

[redacted] – Cutover checklist, go/no-go decision, go live activities

**Deliverables/Exit Criteria**

- Cutover checklist
- Migration from smartOCI Implementation (DEV) to smartOCI Production
- Go-Live

**Milestones/Tasks (Completed by CoSA and/or Vroozi)**

| Task | Responsibility |
|---|---|
| smartOCI production setup and release | Vroozi |
| CoSA smartOCI production connectivity | CoSA/Vroozi |

| | |
|---|---|
| SRM - remove existing catalogs from Production | CoSA |
| Setup admin accounts | Vroozi |
| Load users | CoSA |
| Load Punchout catalogs | Vroozi |
| SAP system transports | CoSA |
| Confirm production | CoSA/Vroozi |

### 1.1.2 What is not in the Project Scope

This project does not involve the following:

- Classroom training (onsite) services for smartOCI® application for shoppers, buyers, and suppliers (NOTE: Suppliers will be provided information by Vroozi on how to create and load catalog content)
- smartOCI® custom development based on any potential gaps discovered during blueprint
- Custom development services in the Client's SAP SRM system
- Functional consulting and business process configuration recommendations and changes in CoSA's SAP SRM environment
- Non-standard data mapping requests which are not part of the standard OCI transfer protocol based on the B2B-OCI 4.0 standard
- Single-Sign On (SSO) implementation for non-Shopper roles including Administrators, Shopper Lite and Buyer roles.
- Custom development services and troubleshooting for Punch-Out suppliers which cannot transmit data correctly in a specified OCI format

# 2 Project Management

The project management approach is based upon standards set forth in the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge (PMBOK® Guide)," addressing each of the five major project management processes: Project Initiation, Project Planning, Project Execution, Project Control, and Project Closeout.

A comprehensive project management methodology is focused upon the following tasks required for the planning of activities, identifying milestones, and ensuring on-time, on-budget deliverables:

- Managing staff
- Allocating resources
- Performing quality assurance activities
- Controlling project scope
- Producing meaningful project status reports
- Identifying project risks and risk mitigation strategies
- Providing a structure for planning the sequencing and timing of tasks
- Collecting relevant progress data
- Managing changes to the project work plan
- Controlling project costs
- Managing the deliverable review process

A project management methodology consists of project management strategies, control mechanisms, quality assurance protocols, and risk identification and mitigation plans. Most project management tasks will be continuous throughout the project implementation life cycle, providing a planning framework for the management of the project.

Quality assurance and performance reporting aspects of project management are particularly important. We can monitor the quality of the project because strict client-management and end-user measures are agreed on during the initial project phases. The process helps ensure that clients stay abreast of developing issues on their projects so that potential problems are addressed and solved before they become liabilities.

## 2.1 Project Status Reporting

Project status reporting is the presentation of relevant, factual project data in an objective, understandable format. Reporting provides management with an objective picture of the project's current status. Status reporting is an inherent part of the management of a project. Reporting does the following:

- Provides a picture of project status
- Identifies obstacles and vulnerabilities

- Highlights future trends
- Communicates the appropriate level of detail for the designated audience

When effective project control processes have been implemented, project reports present management with very few surprises. Most problems will have been anticipated and appropriate corrective actions will already be in place.

A variety of reports can be used to identify project status and trends. Project characteristics, including project risk levels and duration, are assessed to determine the specific reports required. Basic report categories are presented in the following table, along with a sample listing of analytical questions to be addressed by reports in each category.

### 2.1.1 Project Reporting Tools

The City uses Microsoft Project to manage project activities and deliverables. Reports from this project management application can be distributed to all members of the project team at any time, permitting evaluation of project events. Vroozi will work with the City project management team to determine appropriate formats for reporting.

### 2.1.2 Project Reporting Schedule

Project status meetings will be held on a regular basis. This helps ensure that all project staff are up to date on the current project status, possible issues and risks, and planned activities in the coming weeks and months. The following describes our recommended project status reporting schedule.

#### *2.1.2.1 Weekly status report and meeting*

The project management team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than one hour and gives an overview of the week's successes and issues. It also discusses strategies and plans for the following week. The meeting is scheduled regularly on the project calendar. We will also prepare and deliver a weekly status report, risk and issues log, and project plan update (as required). The typical weekly project management reporting includes the following:

- Status report
- Issue summary and resolution report
- Change control summary with detailed change control report
- Project work plan updates, incorporating agreed changes and defining the implications for resources and schedules

#### *2.1.2.2 Periodic quality assurance review meetings*

As part of the management structure, a quality assurance team will perform independent reviews of the progress of the project. This review will verify and validate the following:

- Project resource utilization and budget status
- Outstanding issues and risks and how these issues and risks will affect the project
- Whether work products meet Vroozi and City standards

#### *2.1.2.3 Project Management Plan*

Vroozi will provide a project management plan to the City which will include the agreed Statement of Work. This will be presented to the City and, once approved, a project kick-off meeting will be scheduled for the project team and stakeholders.

## 2.2 Vroozi Staffing and Resource Plan

Please see the staffing matrix and associated hours for each resource which will address the project implementation team and organizational chart

The following resources will be provided by Vroozi for the project.

For the purposes of these roles, a designated work location has been provided for the resources' office locations at Vroozi. In addition, all proposed resource allocation (onsite vs. offsite) subject to change based on results of blueprint and planning workshops.

Onsite/Offsite matrix will be determined by Vroozi, Inc. in order to ensure successfully timeline and delivery of project.

| Role | Responsibilities | Work Location and Allocation |
|---|---|---|
| Project Manager (Vroozi)<br><br>PMP-Certified<br><br>100% dedicated to the project<br><br>Relevant experience: Project Manager for six(6) smartOCI implementations for Fortune 1000 clients | Has shared overall responsibility for project success; develops project plans/schedules, monitors progress and reports status. Includes:<br><br>• Status reporting<br>• Project timeline/resource allocation<br>• Stakeholder input and involvement<br>• Maintain and manage project artifacts including:<br>  ○ Project plan<br>  ○ Risk/Issues register<br>  ○ Requirements matrix<br>  ○ Technical object list<br>• Overall execution of business components of project<br>• Manage and resolve Business issues<br>• Scope Control<br>• Tools usage and strategy for project<br>• Leads efforts to determine project requirement priorities<br>• Organizational Readiness:<br>  ▪ Prepare Training Plan<br>  ▪ Rollout<br>  ▪ Communications | Work Location: Vroozi Offices, Los Angeles, CA and City of San Antonio<br><br>Onsite at CoSA for the following phase/s:<br>• Blueprint phase meetings, kickoff, and sign off<br>• Realization (Build) kickoff<br>• Testing kickoff<br>• Cutover planning and go-live<br>• As requested by the CoSA Project Management team<br><br>Onsite (50%): One visit per phase and as needed by client<br>Offsite (50%) |
| Technical Solutions Lead and Catalog Architect | Manages technical activities, plans, & monitors progress. Has shared overall | Work Location: Vroozi Offices, Los Angeles, CA |

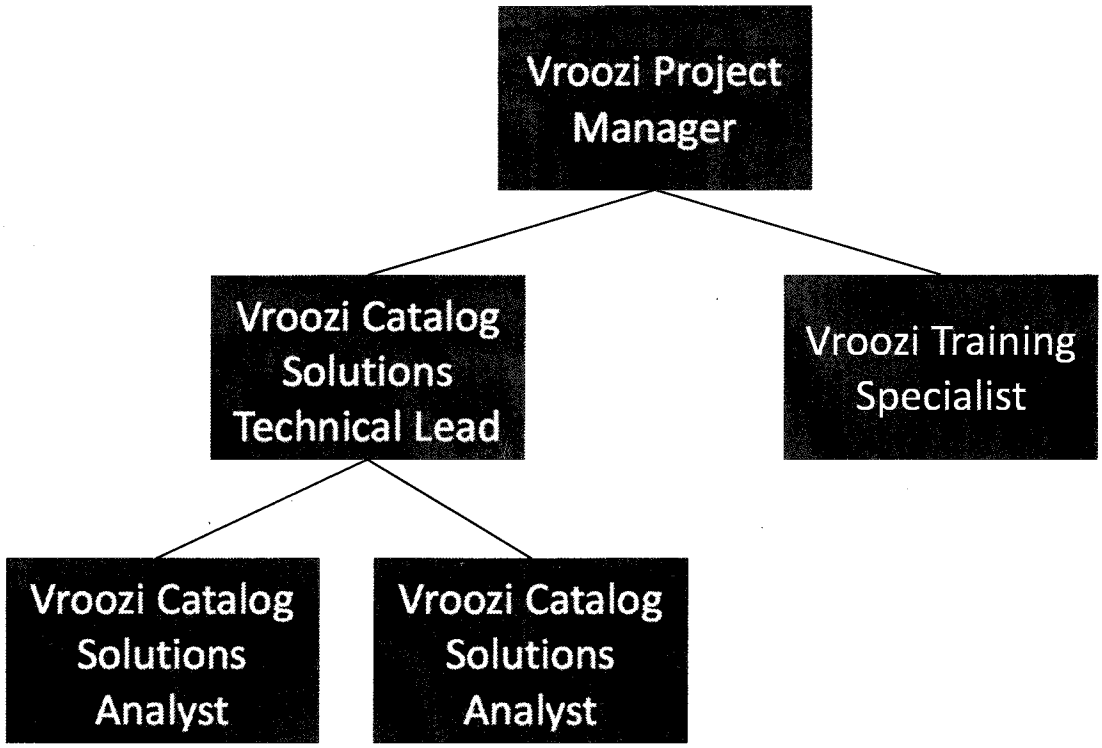
| Role | Responsibilities | Work Location and Allocation |
|---|---|---|
| (Vroozi)<br><br>100% dedicated to the project<br><br>Relevant experience: Technical Solutions Lead for five (5) smartOCI implementations for Fortune 1000 clients | responsibility of project success along with leading supplier onboarding activities into the smartOCI Marketplace. Includes:<br>• Provides Business PM with project updates<br>• Prepares technical specifications and fit-gap for any customized solution requirements and coordinates<br>• Provides cost estimates for customized technical objects<br>• Overall execution of IT components of project<br>• Provides technical support for smartOCI integration with SAP and SRM<br>• Coordinates and communicates testing plan and associated bugs with development and QA teams<br>• Coordinates and drives integration and onboarding efforts with suppliers into smartOCI Marketplace<br>• Production Readiness | and City of San Antonio<br><br>Onsite for the following phase/s:<br>• Blueprint phase meetings, kickoff, and sign off<br>• Realization (Build) kickoff and supplier integration activities<br>• Testing kickoff and coordination<br>• Cutover planning and go-live<br>• As requested by the CoSA Project Management team<br><br>Onsite (50%): One visit per phase and as needed by client<br>Offsite (50%) |
| Catalog Solutions Analyst (Vroozi)<br><br>75% dedicated to the project<br><br>Relevant experience: Project Manager for six(6) smartOCI implementations for Fortune 1000 clients | Manages data loading activities for all supplier catalogs (Punchout and Internal) supplier onboarding activities into the smartOCI Marketplace. Includes:<br><br>• Provides technical support for any supplier integration inquiries/issues<br>• Data cleansing and analysis of catalog load files<br>• Recommendations for schema creation based on catalog requirements<br>• Coordinates the provisioning of user account credentials for SFTP suppliers | Work Location: Vroozi Offices, Los Angeles, CA and City of San Antonio<br><br>It is not anticipated that the Catalog Solutions Analyst will be required onsite as the integration activities with suppliers will be conducted from our Solutions Lab in Los Angeles.<br><br>Onsite (50%): One visit per phase and as needed by client<br>Offsite (50%) |
| Quality Assurance Analyst (Vroozi)<br><br>75% dedicated to the project | Conducts testing against the business requirements and setup of the smartOCI Marketplace. Includes:<br><br>• Writing test scripts for unit and integration testing | Work Location: Vroozi Offices, Los Angeles, CA<br><br>It is not anticipated that the Quality Assurance Analyst will be required |

| Role | Responsibilities | Work Location and Allocation |
|---|---|---|
| | • Executing test scripts<br>• Logging defects and issues | onsite as the integration activities with suppliers will be conducted from our Solutions Lab in Los Angeles. |
| Training Specialist (Vroozi)<br><br>50% dedicated to the project | Manages and delivers the training plan and associated documentation to all affected users of the smartOCI application. Includes:<br><br>• Delivery of training materials for Shoppers including Quickstart Guide and smartOCI Getting Started Search Video<br>• Training curriculum preparation for Master Administrators and Administrators of smartOCI system | Work Location: Vroozi Offices, Los Angeles, CA and City of San Antonio<br><br>Onsite (10%) – Delivery of training for the smartOCI Master Administrators/Administrators<br><br>Remote (95%) It is anticipated that the Training Specialist will be required offsite the training curriculum and video productions will be conducted onsite |
| Account Executive | Manages the relationship and requirements with the customer. Includes:<br><br>• Ensuring customer expectations on project and timeline are met<br>• Serves as escalation point for resource and/or project issues<br>• Coordinates between Vroozi internal teams to ensure issues and tasks are being addressed in an appropriate and timely manner | Work Location: Vroozi Offices, Los Angeles, CA<br><br>Onsite (25%): One visit per phase and as needed by client<br>Offsite (75%) |

Estimated Hours Required for Project Per Vroozi Resource:

Project Manager – 350 hours
Technology Solutions Lead/Catalog Architect – 350 hours
Catalog Solutions Analyst – 300 hours
Quality Assurance Analyst – 200 hours
Training Specialist – 140 hours
Account Executive – 100 hours

**Org Chart**




**Knowledge Transfer for Remote Resources**
For any resources working remotely (remote is defined as not working onsite at Client), the Project Manager and Technical Solutions Lead will be responsible for coordinating and transferring all Client business requirements to Vroozi resources. The following actions will be taken to ensure all business requirements and issues/risks are raised and provided to remote resources:

- Weekly calls will be conducted with remote resources between CoSA resources (as required) and – Call frequency will be increased based on need
- Onsite meetings (at Vroozi offices) will be conducted as required

**Resource Attrition/Ramp-Up**
In the unforeseen instance where allocated Vroozi project resources are removed (by request of CoSA or non-performance) or there is a natural attrition of resources, Vroozi will agree to providing CoSA with a suitable backfill candidate within two (2) business days.

Vroozi will agree to bear all costs to ensure new resources assigned to the project are fully ramped up with the project details and requirements within three (3) business days.

**Resource Requests from CoSA**
Vroozi requests the participation of the following resources from CoSA. These resources are recommendations only and there is no percentage resource allocation assigned.

- Project Manager
- IT Project Management
- SAP Procurement Analyst
- Sourcing/Commodity Managers
- Procurement Functional Lead
- Catalog Administrator/Administrators
- Technical Development
- Information Security

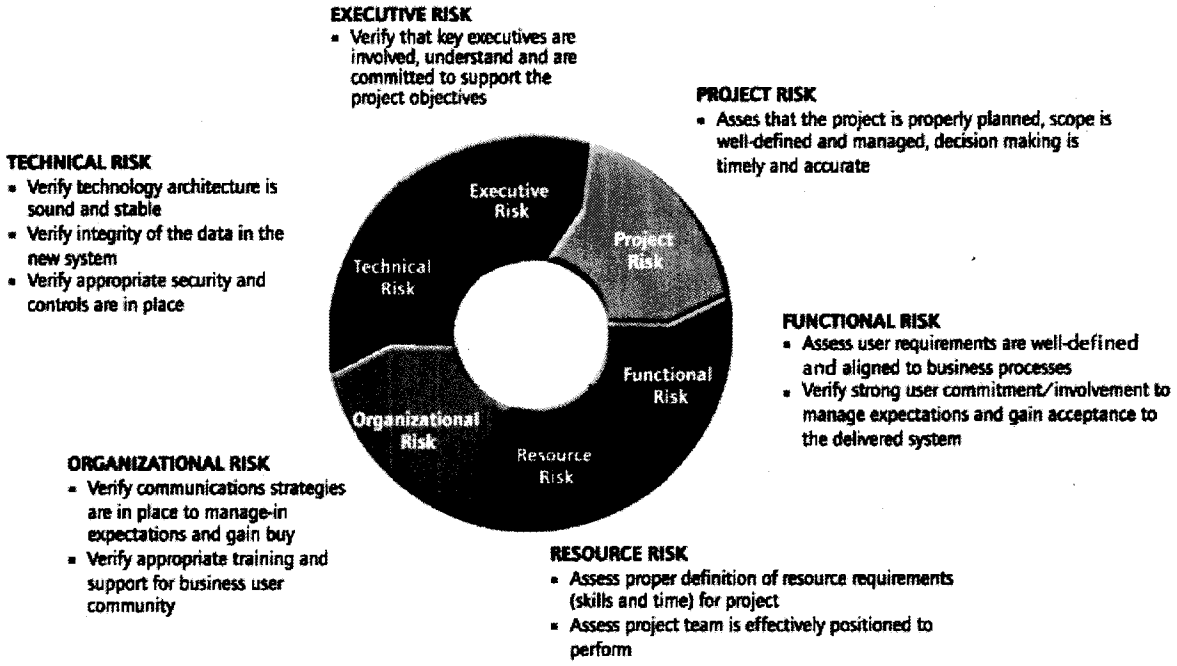
– IT Infrastructure/Controls

**Risk Management**

Vroozi's risk management approach comprises of the following processes:

**Risk Management Planning & Identification -** Risk management planning is part of the overall project planning. The risk management plan may also include the methodology used for risk management, roles and responsibilities of the risk management team, in addition to establishing a budget for project risk management.

We will ensure that all the following categories of risks are considered:




- Identification of risks, classification of risk, risk mitigation time frame.
- Analysis of the identified risks — qualitatively and quantitatively.
- Planning the response to identified risks — mitigation and contingency.
- Defining the process of risk monitoring and control during the project life cycle.

**Risk analysis:** The Vroozi Project Manager will work with project manager and other stakeholders for risk quantification based on a combination of risk probability and impact. The evaluation of probability and impact is based on the following parameters:

- Cost/Effort
- Schedule
- Performance
- Technical

**Risk response development, Monitoring & Control:** The risk management document will be part of the weekly project status review. Vroozi has a Risk Management template which can be utilized for the project or alternatively can use existing tools and templates from CoSA. One of the key components of weekly project status review meeting is the project risk review. Each risk in the risk management plan will be reviewed,

discussed and progress to be updated for each of the risk. In case there is no progress to a particular risk, the progress tracking column to reflect the same this ensures that all the risks are reviewed every week. At any given point in time the risk management document will have all the risk updated with current progress which can be pulled by any stakeholders, team members, quality team for various purposes.

**Project Risks:**
The following project risks are envisaged by Vroozi and their mitigation process is also detailed below.

| Risk | Owner | Probability | Impact | Proposed Mitigation |
|---|---|---|---|---|
| Availability of Key CoSA stakeholders | Vroozi | Med | High | Vroozi to prepare a plan of the stakeholder involvement at the beginning of the program and obtain agreement with CoSA |
| The availability of source SAP systems for marketplace integration | CoSA | Low | High | Obtain a systems availability map from CoSA IT for SAP systems |
| Supplier integration delays | Vroozi/ CoSA | Med | Med | Work with key CoSA Procurement and Sourcing members to escalate any delays with supplier communication and integration |
| Downtime planning & impact on operations | Vroozi/ CoSA | Low | Med | Business User involvement in planning. Timing of implementation to Production |
| Other competing projects requiring identified CoSA resources for the project | CoSA | Med | Low | Exclusive or near-exclusive allocation of CoSA resources for the project. In the event of any potential impact, Vroozi and CoSA to review and resolve the need |

**Escalation Mechanism**
An escalation mechanism is proposed to keep track of all issues and provide an early and effective issue resolution. Typically, escalation levels are defined in terms of criticality of the issue and/or aging of the issue (measured in number of days). Escalation contacts are identified both at Vroozi and CoSA's end so that ownership of issues is clear cut.

**Project Issue Resolution Activity Matrix**

The matrix below outlines various activities that form a part of the issue identification, analysis and resolution phases.

| Activity | Responsibility | Activity Description |
|---|---|---|
| Issue Identification | All Team Members | Identify issues or barriers to progress<br>Verify issue has not been previously identified and documented |
| Issue Documentation | All Team Members | Enter issue into the Issue Log, filling in as much information as possible<br>Discuss questions regarding issue categorization with Project Manager |
| Issue Resolution | Responsible Team Member | For each assigned issue:<br>Research alternatives and discuss with |

| Activity | Responsibility | Activity Description |
|---|---|---|
| | | stakeholders directly impacted by the issue outcome<br>Evaluate pro's and con's of each alternative; develop a well-supported recommendation<br>Document activities and recommended resolution in the Issues Log<br>Mark the issue "resolved" in the Issue Log |
| Issue Reviewing and Tracking | Track Leads; Project Manager | Review issue resolution status in the Issues Log<br>Track outstanding issues and ensure that the assigned team member is making progress in resolving the issue<br>Discuss new issues and issue resolution status during weekly team lead meetings<br>Include high priority open issues on the status report |
| Issue Escalation | Project Managers | Escalate issues that have not been resolved within a specified time frame or that require Steering Committee or Senior Management's attention |

**Change Control Process/Procedure**
Vroozi and CoSA will agree on the scope and schedule of the engagement, enumerated in scope section and individual project plans contained in this document at the start of the engagement. Any changes to the scope and / or schedule of the project will affect the timelines as well as the cost. Any scope and / or schedule change, which might be necessary for the success of the program, will go through a well-defined scope change process. The discussion points below are illustrative only of a recommended change request process for the Catalog Integration project. As noted in the RFP, CoSA has an existing Project Change Request (PCR) process and Vroozi will follow this process.

Some key points for Change Control Procedure are mentioned below:

- Change Control Board (CCB or similar governing body comprised of CoSA and Vroozi) controls flow of changes guided by the change control procedure framework.
- CCB will be responsible for approving or rejecting the Change Request (CR) and prioritizing the accepted CR based on criticality, effort required and cost.
- CCB would typically comprise of:
    - CoSA Project Sponsor / Project Manager
    - Vroozi Project Manager
    - CoSA Business Stakeholders
    - CoSA IT Stakeholders

All change requests is entered through CR form and the consolidated change requests will be maintained in a register called the change control register.

The change control procedure for the project can be detailed as below.

| Item | Activity | Tasks |
|---|---|---|
| 1 | Requesting a change due to<br>▪ Changes to functionality<br>▪ A required task that was not identified in the scope of work<br>▪ An in scope task that has to be dropped or changed | ▪ All changes are submitted to the change control board in writing on an approved change request form. |
| 2 | Evaluating the change | ▪ The CCB reviews all change requests. The change is evaluated for its impact on the schedules and the cost of the Project. |
| 3 | Approve/disapprove change requests | ▪ All changes are approved by CCB before any development is initiated. |
| 4 | Implementing changes | ▪ Vroozi will proceed with the changes impacting cost and schedule only after the approval by CCB. |
| 5 | Change request meeting and status reporting | ▪ Status of all the open change requests will be reported to CCB.<br>▪ Recommend for approval by CoSA, or reject Change Requests<br>▪ Schedule the implementation of changes. |

## 2.3 City Responsibilities

The City also expects a significant number of informal meetings to take place on specific project issues. These meetings, unscheduled or unplanned at project onset, are documented and included in the monthly status reports.

Vroozi will rely on the City's Project Manager to provide all information necessary for satisfactory performance of the required tasks. Vroozi will direct all communication to, and take direction from the City's project manager. Project meetings should be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The initial meetings may be brief, but subsequent meetings will at times require a number of personnel to address problems and answer questions.

The City's project manager and project team will be responsible for contributing to and reviewing Weekly Status Reports, reporting Project Issues, and updating the Project Plan.

## 2.4 Documentation

The following table identifies the roles and responsibilities associated with Documentation and delivery of required deliverables services. The table attempts to define the lead role, but it is expected that both Vroozi and the City of San Antonio will work collaboratively to develop the documentation. An "L" Lead, "R" Review, "S" Support, or "A" Approve is placed in the column under the party that will be responsible for performing the task.

| Documentation Roles and Responsibilities | Vendor | City |
|---|---|---|
| 1. Recommend specifications and documentation format and content | R | L |
| 2. Approve documentation format and content | S | A |
| 3. Develop and document system functional specifications | L | A |
| 4. Develop and document system architecture including security | L | A |
| 5. Develop and document systems design specification | L | A |
| 6. Develop and document system test cases | L | S |
| 7. Develop and document system interface specifications | S | L |

| Documentation Roles and Responsibilities | Vendor | City |
|---|---|---|
| 8. Develop and document systems interface control plan | S | L |
| 9. Develop and document database design (logical and physical) documents | S | L |
| 10. Develop and document data dictionary | L | A |
| 11. Develop and document user interface specification | L | A |
| 12. Develop and document data conversion plans | N/A | N/A |
| 13. Develop and document System (and Release) Test Strategy | L | A |
| 14. Develop and document system Test Plan(s) and Scripts | L | A |
| 15. Develop and document system Quality Assurance Plan | L | A |
| 16. Develop and document system turn over to production plans | L | A |
| 17. Develop and document System Training and Knowledge Transfer Strategy and Plans (end-user and system administration). | L | A |
| 18. Develop and document System Training and Knowledge Transfer Materials (end-user and system administration). | L | A |
| 19. Develop and document knowledge transfer testing results/completion documentation | L | A |
| 20. Develop and document system post implementation support plans | L | A |
| 21. Develop and document system back-up and recovery requirements and plans | S | L |
| 22. Develop and document Configuration Management Plan | S | L |
| 23. Develop and document Weekly Project Status Reports | L | A |
| 24. Develop and document Project Management Plans and Schedules | L | A |
| 25. Develop and document Risk Management Plan | L | A |
| 26. Develop and document Issues Logs | L | A |
| 27. Develop and document Organizational Change Management Plan | N/A | L |
| 28. Develop and document operational process flows and use cases | S | L |
| 29. Develop and document system installation, support, and configuration manuals | L | A |
| 30. Develop and document application hardware and system software requirements documentation | L | A |
| 31. Develop and document Application Code Listings | L | A |
| 32. Develop and document End-User documentation (if not already "standard") | L | A |
| 33. Develop and document system and application security procedures | S | L |
| 34. Develop and document systems standard operating procedures | S | L |
| 35. Develop and document updates and release notes | L | A |
| 36. Approve documentation delivered | S | A |

# 3 Implementation Work

## 3.1 Software Installation

The following tasks will be completed as a part of the Implementation effort:

### 3.1.1 Installation of the smartOCI Marketplace software in three SAP SRM environments

smartOCI is a deployed as a Software as a Service (SAAS) and contains the following modules. NOTE: As smartOCI is a Cloud Solution, there is no installation requirements for the software. There will be one smartOCI company account provisioned for the City which can be integrated with up to three SAP SRM systems.

**smartOCI Modules**

**smartOCI Marketplace and Search Engine (Shopper User Interface) -** An e-commerce search engine integrated with SAP SRM and SAP ERP which provides federated search capabilities across punch-out suppliers, internal content, and stock material (material/service master records) and returns search results in a unified user interface. The smartOCI search engine supports a number of search operators including Parametric, Boolean, and Synonym search. In addition, the smartOCI search engine can be configured on a client basis to rank and prioritize search results based on specific attributes and requirements from the purchasing organization including diversity spend identifiers, preferred suppliers, and any additional criteria.

**smartOCI Administration and Content Manager (Administration User Interface)-** A tool to create, manage, and publish catalog content including material master records and supplier catalog content. The smartOCI Catalog Manager is the single tool where all content is stored for a supplier, whether the content comes from a Punchout supplier or a file submitted by a supplier to a purchasing organization. In addition, catalog data can be enriched with custom characteristics and attributes with price adders and supports tiered pricing (scale by quantity/volume), product bundling, and supplier sales quotes. In addition, organizations can execute reports in the smartOCI Admin User Interface which allows users to see smartOCI activity.

**smartOCI Supplier Marketplace -** A web-based portal which allows a purchasing organization to invite suppliers to securely upload and publish catalog content and sales quotes. Once the content is uploaded, an automated workflow and notification is triggered to route the items to your purchasing organization for approval before the content is published to your shopping population.

## 3.2 Software Configuration

The following components or configuration will be provided after successful installation of the base software components:

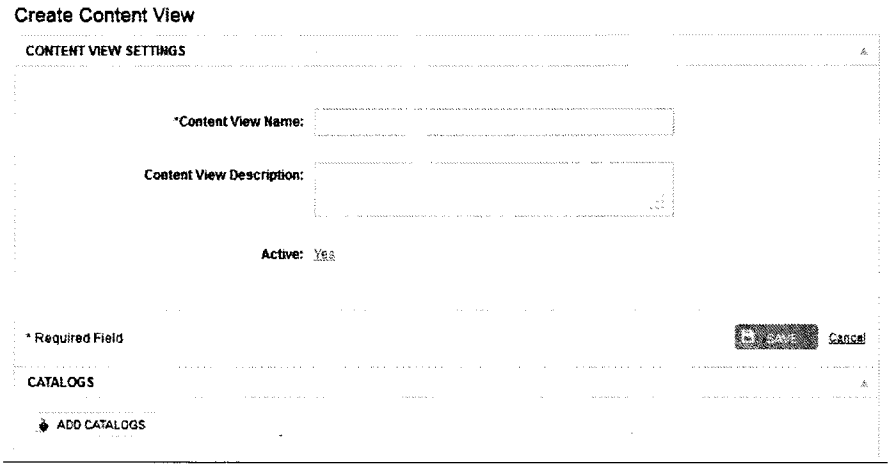
Web Service Configuration to connect City's SRM system with Vroozi's smartOCI

smartOCI Administration Panel Configuration

**Step 1 – Create Content View** – Login as a Master Administrator or Catalog Administrator. A content view is a collection of one or many catalogs loaded in the smartOCI system.

a.) Select *Content Manager -> Content Views* from the user menu
b.) Click on the 'Create Content View' button
c.) Enter the following information:
    a. Content View Name
    b. Content View Description
    c. Leave 'Active' flag to default to *Yes*
d.) Click on 'Add Catalogs'
    a. Add catalogs which will be associated to the content view
e.) Click 'Save'

**Fig. 1** – Create Content View in smartOCI



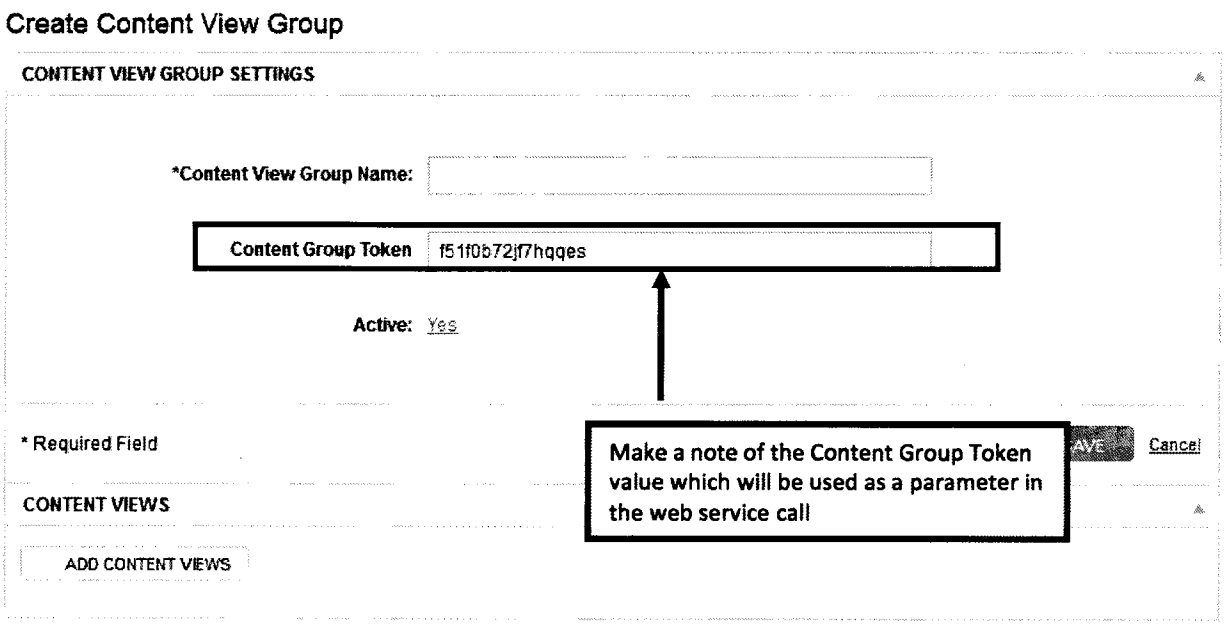
**Step 2 – Create Content View Group Name** – Master and/or Catalog Administrator creates a content view group name and assigns one or many catalog content views to the group. Each content view group generates a special security key (system-defined key) called CGROUPTOKEN which is used to authenticated the content view group.

a.) Select *Content Manager -> Content Views* the user menu
b.) Click on the 'Content Group' tab
c.) Click on the 'Create Content Group' button
d.) Enter the following information:
    a. Content View Group Name
    b. Content Group Token (non-editable)
    c. Leave 'Active' flag to default to *Yes*
e.) Click on 'Add Content Views'
    a. Add content views which will be associated to the content view group

Information

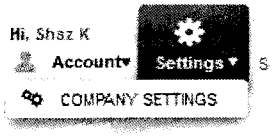
Multiple content views can be assigned to one (1) content view group

**Fig. 2** – Create a Content View Group




**Step 3 – Company Settings** - Catalog Administrator clicks on 'Company Settings' under the Settings cog wheel

**Fig. 3** – Company Settings




Please make note of the following data which will be plugged into the web service call from SAP to smartOCI:

- Company Code
- Company Username
- Company Password

**Fig. 4** – Company Settings information

## Company Settings

**DEFAULTS**

**Company Name:** Vroozi Inc

**Company Code:** 880852889

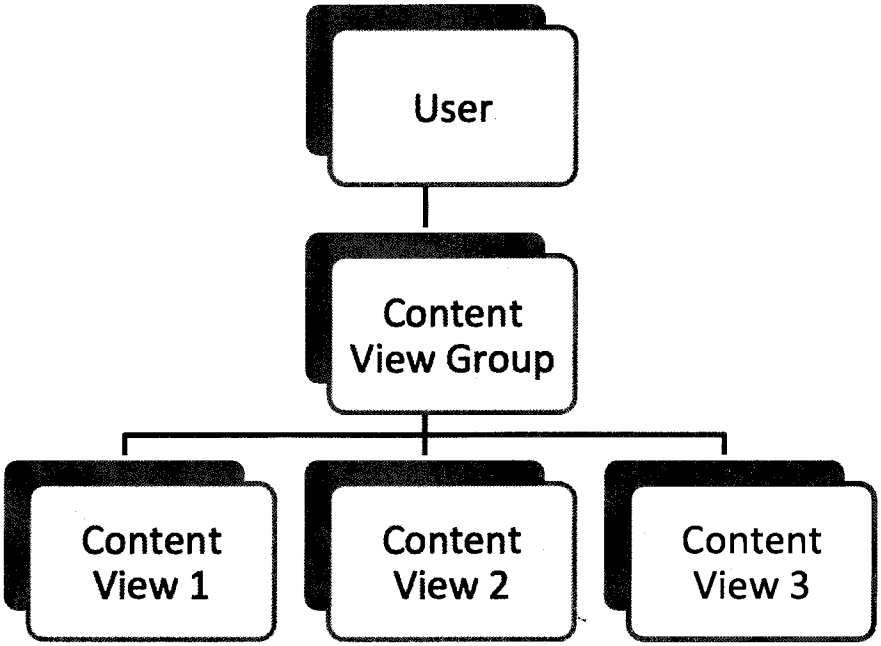
**Company Username:** Vrooz52889v

**Company Password:** bM2xhWc1My

**Step 4 – (Optional but Recommended) Content Access** - Allows users to be identified with the appropriate content view access rights from the SAP ERP or SAP SRM system. Once a user is identified, the smartOCI system will reference their associated content view group which will in turn provide them with the list of content view/s associated and subsequent catalogs. If a client is using SAP ECC to access smartOCI, it is recommended to use the 'Content Access' table in smartOCI.

Prerequisites: At least one *Content View* is created and at least one *Content View Group* name is created in the smartOCI system.

**Hierarchy**



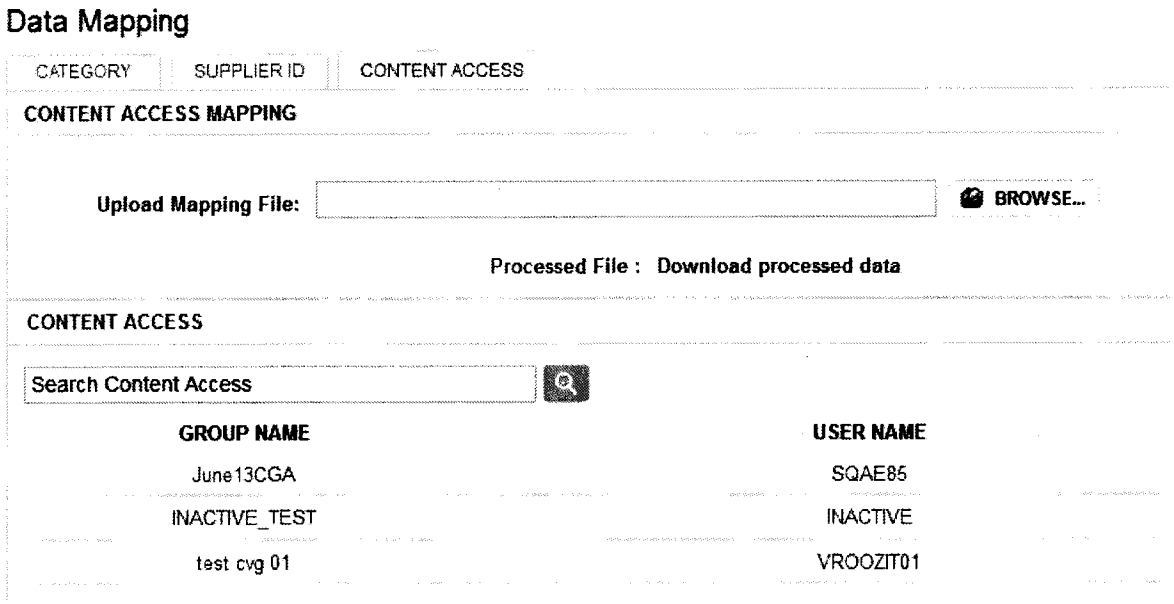

Rules:

- A user can only be assigned to one Content View Group
- One Content View Group can be assigned to multiple Content Views
- One Content View can be associated with one or many catalogs
- If the 'Content Access' table is utilized, the company does not have to define a CGROUPTOKEN value in the web service to connect SAP to smartOCI

To create the 'Content Access' mapping table, log in as an Administrator into the smartOCI Admin Panel.

a.) Select *Data Mapping* from the user menu
b.) Click on the 'Content Access' tab
c.) Click on the 'Download processed data' link which will prompt the user to download the file 'viewprocessedmappings.xlsx' to a directory on your machine

**Fig. 5** – Data Mapping -> Content Access table




d.) Open the Excel file template and make any edits/additions/deletions to the file.
   a. Enter the Content View Group name in the CONTENT_GROUP column
   b. Enter the SAP or SRM User ID in the SAP_USER column
   c. For additional rows, increment the row number to the next number in sequence. For example, if the last row is 16, a new addition will be row 17

e.) Save the file

f.) Click the 'Browse' button on the 'Content Access' tab, locate the new file and then re-upload the file into your smartOCI system with the new user mappings.

**SAP SRM Configuration to connect to smartOCI**

Once the respective supplier catalogs have been entered and indexed into the smartOCI Catalog Manager, an external web service link will be configured in your SAP SRM system so that employees can search the smartOCI catalog/s and add catalogs items to their shopping carts. The section will cover how to define link the smartOCI catalog system with the SAP SRM system.

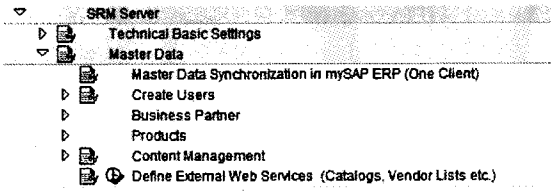
The smartOCI Marketplace is accessed from the SAP SRM system using standard 2048 bit encryption using Secure Socket Layer (SSL) and is called as an external web service.

**Step 1 - Define External Web Services** – Navigate to the SRM IMG to define an external web service

***Procedure***

| | |
|---|---|
| **SAP SRM Menu** | *Supplier Relationship Management → SRM Server → Master Data → Define External Web Services* |
| **Transaction code** | SPRO |

**Fig. 6** – SRM Implementation Guide




**Step 2 – Create web service definition to smartOCI Catalog**

1.) Click on 'New Entries' and enter a name for the catalog in the 'Web Service ID' field.
2.) Make the following settings:
    a. Description – Enter a general description for the catalog such as Technology Software Catalog.
    b. Business Type – Select 'Product Catalog' and press Enter
    c. In 'Additional Functions in the Product Catalog'
        i. Select the 'Display Product Again in Catalog'
        ii. Select the Validate Product Data from SAP Enterprise Buyer'
    d. In 'Technical Settings' section
        i. Select the 'Use Error Log'
        ii. In Technical Type of Service select 'HTML'

**Fig. 7** – Example Web Service ID in SRM 7.0

| | |
|---|---|
| Web Service ID | SOCI_DEMOB1 |
| Description | smartOCI Search Engine |
| Bus.Type of a WebService | Product Catalog |

**Source of Supply Assigned to Product Catalog**

| | |
|---|---|
| Business partner | |
| Purch. Organization | |

**Additional Functions in SRM Server**

- [ ] Do not Check Product
- [ ] Display Contract Data in Integrated Catalog
- [ ] Activate SC Item Price Check From Catalog

**Additional Functions in the Product Catalog**

- [x] Display Product Data Again in Catalog
- [x] Validate Product Data from SAP Enterprise Buyer
- [ ] Find Supply Sources
- [ ] Cross-Catalog Search

**Technical settings**

- [x] Use Error Log
- [ ] Use HTTP GET to Call Web Service

| | |
|---|---|
| Codepage of Service | |
| Technical Type of Service | HTML |
| Logical system | |
| Path for Symbol for Service | |

Note: Enable additional checks in SRM by selecting the checkboxes in 'Additional Functions in SRM Server'

**Step 3 – Define catalog web service parameters**

Double click on the 'Standard Call Structure' link next to the external web service ID and enter the catalog parameters as defined below

**CALL PARAMETERS - smartOCI**

***A.) <u>For SRM 7.0 and lower SRM versions (i.e., SRM 5.0, 4.0, etc.)</u>***

The following is a sample representation of the web service call defined in the SRM system to access the smartOCI Marketplace (production).

| Se | Parameter Name | Parameter Value | Type |
|---|---|---|---|
| 10 | | ****FILL IN SMARTOCI URL**** | 0 URL |
| 20 | USERNAME | ****FILL IN USERNAME**** | 2 Fixed Value |
| 30 | PASSWORD | ****FILL IN PASSWORD**** | 2 Fixed Value |
| 40 | COMPANYCODE | ****FILL IN COMPANY CODE**** | 2 Fixed Value |
| 45 | CGROUPTOKEN* | ****FILL IN CGROUPTOKEN**** | 2 Fixed Value |
| 50 | UNAME | SY-UNAME | 1 SAP Field |

| | | | |
|---|---|---|---|
| 60 | SYSTEMID | SY-SYSID | 1 SAP Field |
| 70 | CLIENTID | SY-MANDT | 1 SAP Field |
| 80 | HOOK_URL | | 4 Return URL |
| 90 | BYPASS_INB_HANDLER | X | 2 Fixed Value |
| 100 | BYPASS_OUTB_HANDLER | X | 2 Fixed Value |

[redacted]

**Fig. 8** – Web Service Parameters in SRM system

Standard Call Structure

| S... | Parameter Name | Parameter Value | Type |
|---|---|---|---|
| 10 | | ****FILL IN URL**** | URL |
| 20 | USERNAME | ****FILL IN USERNAME**** | Fixed Value |
| 30 | PASSWORD | ****FILL IN PASSWORD**** | Fixed Value |
| 40 | COMPANYCODE | ****FILL IN COMPANYCODE**** | Fixed Value |
| 45 | CGROUPTOKEN | ****FILL IN CGROUPTOKEN**** | Fixed Value |
| 50 | UNAME | SY-UNAME | SAP Field |
| 55 | SYSTEMID | SY-SYSID | SAP Field |
| 58 | CLIENTID | SY-MANDT | SAP Field |
| 60 | HOOK_URL | | Return URL |
| 70 | BYPASS_INB_HANDLER | X | Fixed Value |
| 80 | BYPASS_OUTB_HANDL... | X | Fixed Value |

**Step 4 – Save the Web Service Call**

Upon saving the web service call, the configuration user will be prompted to enter a transport request in SAP.

**Step 5 – Attach smartOCI Catalog Definition in the SRM Organizational Structure**

***Procedure***

| | |
|---|---|
| **SAP SRM IMG Menu** | *Supplier Relationship Management → SRM Server → Cross-Application Basic Settings → Organizational Management → Change Organizational Plan* |
| **Transaction code** | PPOMA_BBP |

1.) Locate the Organizational Unit or Position, which you want to add the Catalog ID/s.

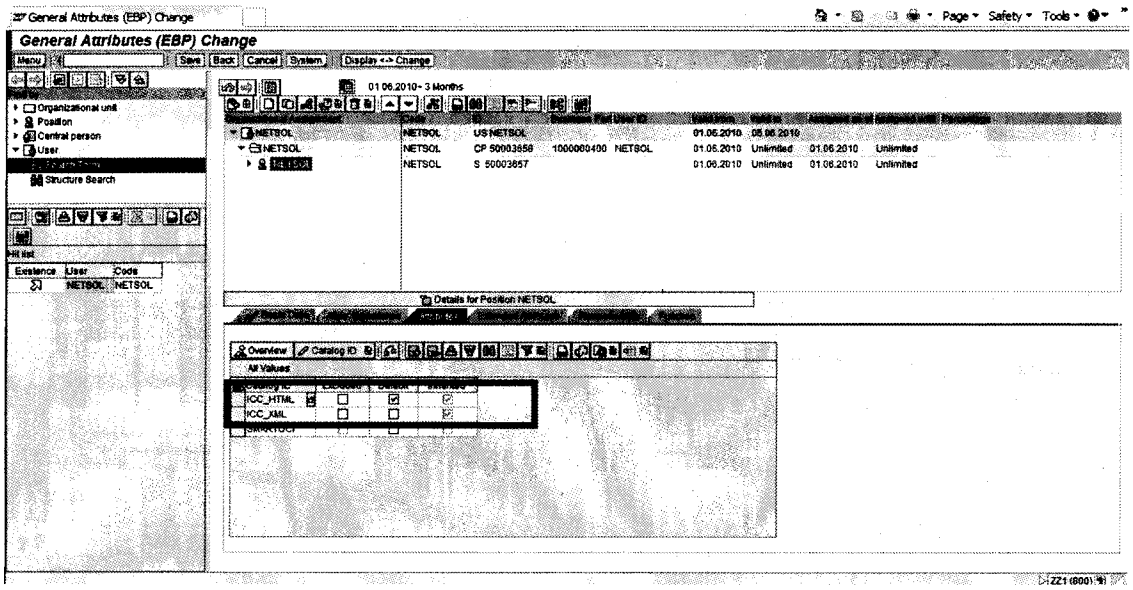
2.) Click the 'Attributes' tab and locate the CAT attribute (Catalog ID).

3.) Highlight the row and click on 'Insert'

4.) Click on the drop down in the value field and select the Catalog ID defined in Step 1 that you want to add for the specific organizational unit or user.

5.) Click 'Save'

**Fig. 9** – Define Catalog ID as an attribute in SRM Organizational Structure




## 3.3 Professional Services

Vroozi Professional Services personnel will provide the following services:

### 3.3.1 Integration

Vroozi will engage in discovery sessions with the customer to gather requirements for the necessary integrations. These sessions will result in an integration document deliverable, which will detail the design of the integrations. The City must review and approve the design prior to initiation of the work effort.

It is expected that the integration will involve standard configuration and no custom development requirements on the Vroozi side.

If, upon completion of the discovery sessions, the scope of the expected integration changes, Vroozi will consult with the customer to either reduce the scope of the integration or increase the time necessary to complete via the change order process.

### 3.3.2 Processes

Vroozi will rely on the City of San Antonio to provide its "As-Is" process documentation for a Vroozi Business Consultant to review. Upon review, the Business Consultant will conduct discovery sessions

with representatives from each department and the project team to develop the "To- Be" processes to be implemented in smartOCI Catalog Management and Marketplace.

### 3.3.3 Product Enhancements

Vroozi will provide the following product enhancements as a part of this engagement with the City:

There are no anticipated product enhancements identified at this juncture based on scope

Vroozi provides standard reports for the Master Administrator/Catalog Administrator for the City of San Antonio:

- Audit log of catalog history (compare current vs. previous catalog changes)
- Total number of searches per user
- Most frequently accessed catalogs
- Most frequently ordered products

In addition, Vroozi will provide Ad Hoc reporting capabilities for the City of San Antonio which will include query criteria by date range, by user, by catalog, and by vendor.

### 3.3.4 Supplier Onboarding

Vroozi will provide the following services in relation to onboarding supplier, normalizing catalog content, and activating catalog content in the CoSA smartOCI Marketplace.

a) <VROOZI/COSA> Identify the suppliers who will be going live with the smartOCI Marketplace with the COSA SAP SRM 7.0 instance

b) <VROOZI/COSA> Submit Supplier Kick-Off Welcome Letters introducing suppliers to the project. Vroozi will provide sample project kick-off letters to COSA as part of the Statement of Work and also make any recommendations on content changes. Supplier kick-off letter should also list a schedule of Town Hall meetings which will be conducted in Step C.) below.

c) <VROOZI/COSA> Collaborate with City of San Antonio to conduct a series of town hall meetings (using a web conferencing tool like Webex or GoToMeeting) with designated suppliers who Vroozi and COSA will be working with in regards to onboarding the suppliers into the smartOCI Marketplace

d) <VROOZI> Identify suppliers who already have a punch-out catalog and credentials established with COSA

e) <VROOZI/COSA> Submit Supplier Onboarding Questionnaire to all suppliers participating in the eCatalog project. The questionnaire will establish contact information, eCatalog capabilities, and provide a detailed overview of the assistance Vroozi will provide the supplier during the onboarding process.

    - Supplier Communication Protocol (OCI, cXML, Excel SFTP, etc.)

- Supplier Content Update Frequency
- Supplier Contact information
- Does Supplier have an existing catalog and do they have product images

f.) <VROOZI> Create Supplier Records in smartOCI and provide training to COSA individuals who are identified as smartOCI administrators. Supplier records will consist of:

- Supplier contact information and address
- Supplier record number in SAP
- Supplier logo
- Company attributes like SBE designation, Minority-Owned, Preferred Contract, etc
- Establish point of contact for supplier to upload content directly into the smartOCI Marketplace

g.) <VROOZI/COSA> Work with suppliers to onboard catalog content:

- Excel file of catalog content with product images
- Identify punch-out catalog credentials for supplier
- Provide instructions on how to receive catalog files
- Establish frequency with each supplier on when content will be refreshed and updated (daily, weekly, monthly, quarterly)

h.) <VROOZI/COSA> (Optional) Enrich catalogs from suppliers with custom fields (i.e., COSA Fleet Maintenance)

i.) <VROOZI/COSA> Load catalog content directly in smartOCI Catalog Manager including where applicable supplier catalog content which has been provided by a punch-out catalog supplier

j.) <VROOZI/COSA> Review content and ensure all imagery is loaded for catalog and catalog service items

k.) <VROOZI> Communicate with supplier directly on any issues experienced with catalog and remedy the catalog issues directly with the supplier

l.) <VROOZI> Update Supplier ID, Unit of Measure, and Material Group mapping templates in smartOCI to ensure the correct master data is being mapped to COSA's SAP SRM environment.

**Supplier Onboarding Services into smartOCI Marketplace**

1.) Supplier Onboarding Fee (smartOCI Hosted Catalog and Indexing Punch-Out Catalog Content)

| Service | Rate | Comments |
|---|---|---|
| Supplier Catalog Indexing services for one (1) punch-out supplier *catalog into smartOCI Marketplace* or (1) internal catalog | $1,895<br><br>(16% discount) | If Vroozi is to integrate supplier content from the company's punch-out website into the smartOCI Search Engine, there would be a one-time |

| | | |
|---|---|---|
| | **$1,595** | setup fee for this work (integrating up to 100,000 items) |

2.) Supplier Onboarding Fee for Punch-Out Catalog

If a supplier already has a punch-out catalog and Vroozi is receiving the punch-out catalog details directly from the Supplier, there is no cost to the City of San Antonio to activate the punch-out catalog directly in Vroozi.

If Vroozi is assisting the Supplier with becoming OCI and/or cXML compliant, there will be a fixed cost established. Vroozi will provide a one-time consulting service with the Supplier to provide them instructions on how to enable their catalog as a punch-out. Vroozi will not perform any development or troubleshooting support services for the Supplier as the responsibility to build the punch-out catalog will reside with the Supplier and Vroozi does not own the Supplier website. Supplier will receive instructions from Vroozi on how to format OCI and/or cXML compliant website and will include one unit test to demonstrate authentication into the Supplier Catalog and returning data from the Supplier Catalog back to the smartOCI Marketplace.

| Service | Rate | Comments |
|---|---|---|
| Supplier Punch-Out Catalog Integration | $1,095 | Vroozi assistance to make supplier catalog OCI compliant. |

3.) smartOCI Catalog Management Services

For clients that would like to outsource the catalog management activities directly to the Vroozi Catalog Solutions team, Vroozi provides managed services offering to manage catalog content on behalf of the customer.

If a catalog already exists in the Vroozi inventory, there are no added costs to CoSA provided the Supplier already has an OCI or cXML-compliant punch-out catalog. It is the responsibility of CoSA and the Supplier to negotiate the catalog pricing and which catalog item/s will be loaded.

***Vroozi Responsibilities***

1.) Vroozi will communicate with the Supplier directly on behalf of the Client to ensure all catalog information is received according to the content update/refresh terms.
2.) Provide access credentials to the Supplier to upload content directly in the Client's smartOCI Marketplace.
3.) Vroozi will provide direct production support and training to the Supplier for catalog content management and any issues encountered with preparing the content files (Vroozi is not responsible for missing data items from the Supplier such as product images).
4.) Provide catalog content management services including catalog upload, data cleansing data enrichment, parameterization, and content publishing Data cleansing and enrichment will include:
    a. Copying data, remove data redundancy and de-duplication, removing special characters, adding line breaks
    b. Product classification mapping to NIGP codes, adding custom fields, including markups or discounts, and adding an image where required. Vroozi will be responsible for any crosswalks required to map product classifications to 5 digit NIGP codes and will work with CoSA to review and approve the NIGP mapping in advance of the catalog load activity.
    c. If the Supplier does not have an image or an image is not available, Vroozi will source non-licensed appropriate images from internal and external repositories, or develop custom images, and perform the appropriate image mapping. If no suitable image can be obtained for the product or service, Vroozi will display a custom "No Image Found" image.

d. In addition, if CoSA has identified a specific image that they would like to associate to a catalog product and/or service, CoSA can provide this image and reference catalog item directly to Vroozi at a designated email address.

5.) Once the supplier content is loaded in the system, an approval notification is sent to the designated Client Approver/s to review and approve the catalog content before the content is published to the shopping population in the smartOCI Marketplace.

The managed service offering fee schedule is based on:

a.) Frequency of catalog updates
b.) Number of suppliers
c.) Number of catalog items

**Service Level for Catalog Cleansing and Content Loading**

Upon receipt of catalog date flat file from supplier, Vroozi will honor the following SLA to prepare the catalog file:

**For Initial Catalog Supplier File**

1. Data Cleansing and Normalization – Within 2 to 3 business days
2. If no images are provided by the Supplier and Vroozi to source and locate images – Within 5 business days (up to 1,000 items)
3. Data Loading into smartOCI Marketplace – Within 1 to 2 business days

**For Updates to Catalog Supplier File (Anticipated that supplier updates to existing catalog files will have a faster SLA)**

1. Data Cleansing and Normalization – Within 1 to 2 business days
2. If no images are provided by the Supplier and Vroozi to source and locate images – Within 3 to 5 business days (up to 1,000 items)
3. Data Loading into smartOCI Marketplace – Within 1 business day

**Vroozi Content Management Services**

| Package | Number of Suppliers Managed Per Month | Total Catalog Items Updated Per Month | Frequency Updates | Price Per Month |
|---|---|---|---|---|
| Enterprise Plus | 50 to 75 | 50,000 to 75,000 | Daily/Weekly/Monthly | $3,495 |

**eCatalogs Supported in the Vroozi smartOCI Marketplace**

## eCatalog Categories Consideration

Primary choices of eCatalogs in use:

| | |
|---|---|
| **HOSTED CATALOGS** | Hosted and maintained by customers or vendor.<br>**Pros**: control, preferred product guidance, and pricing<br>**Cons**: more resource intensive |
| **PUNCH-OUT CATALOGS (LEVEL 2)** | Supplier-hosted eCommerce site<br>Level 2 punch out critical to avoid manual process<br>Cross catalog search enabled to compare against other vendors |
| **SERVICE CATALOGS** | Services can be broadly classified into the following groups:<br>▪ **Recurring**<br>  ▪ Facilities management, telecommunications, insurance<br>▪ **Project-based**<br>  ▪ Moving services, marketing, environmental, construction<br>▪ **Time and Expense**<br>  ▪ Temp labor, contract outsourcing, legal |

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**Existing Punch-Out Catalog Suppliers**

If a catalog already exists in the Vroozi inventory, there are no added costs to the City of San Antonio provided that the supplier already has an OCI or cXML-compliant punch-out catalog. In addition, if a supplier exists in the Vroozi inventory and does not have a contract established with City of San Antonio, Vroozi will facilitate an introduction between the City of San Antonio and the Supplier at no cost.

If a supplier catalog already exists in Vroozi, it is the responsibility of COSA and the Supplier to negotiate the catalog pricing and which catalog item/s will be loaded into the COSA smartOCI instance.

### 3.3.5 Testing

Vroozi will work with the City to develop a test plan for Unit, System, Integration, Regression and Stress testing of the application and interfaces. The development of the plan will require input from the City and will be the responsibility of both Vroozi and the City of San Antonio. Vroozi will work with the City to develop test scripts, which will describe the functionality expected when entering a service request from call receipt to submission and acknowledgement of message receipt and updates from back-end systems.

Testing will include all installed and configured smartOCI software (including integration code) to be used in Phase 1.

Vroozi will document the test results and provide them to the City for review. Defects will be logged in a defect tracking system. Defects will be reviewed as to priority, assigned to responsible parties for resolution, assigned an expected resolution date and re-tested when believed to be resolved.

System, Integration, Regression and Stress testing will be performed by Vroozi. Specific tests may be reassigned as the responsibility of either Vroozi or the City, as determined after discussion and agreement of the plan and schedule. Note: Vroozi is not responsible for system, integration, regression, and/or stress testing as it relates to the City's SAP environment including SAP SRM. In addition, stress testing will only measure the performance of the Vroozi smartOCI application and will utilize Vroozi related testing tools.

The City will be responsible for performing User Acceptance Testing.

## 3.4 Training

Vroozi's approach to training staff for the City of San Antonio is to deliver classroom-based, formal instruction by certified trainers using the smartOCI system to understand the application's features and practice configuring them; skills transfer workshops with Vroozi staff to provide hands-on experience; and a Train-the-Trainer Certification course for City trainers to deliver to its end users. Vroozi will provide attendees all standard training materials.

The installation and configuration will require assistance from City personnel knowledgeable in the deployed infrastructure and network. Many customers use this as an additional opportunity for skills transfer where the persons responsible for maintaining the application sit with Vroozi personnel during the installation and base configuration of testing. In addition, Vroozi will provide the following skills transfer workshops so that personnel will have an opportunity to expand their knowledge of the smartOCI application (workshops typically follow

| **Skills Transfer Workshops** |
|---|
| smartOCI Catalog Management |
| Content Rationalization and Data Mapping |

Vroozi will provide the following training courses for City of San Antonio administrative and technical staff.

| Training Courses | Quantity | Number of Students per Course | Number of Days per Course |
|---|---|---|---|
| smartOCI Administration, Catalog Onboarding, and Reporting (Conducted onsite for up to five administrators) | 1 | 5 | 1 day |
| smartOCI Supplier Marketplace (On Demand Training Documentation) | 1 | N/A | 1 hour |
| smartOCI Shopper Search Engine (On Demand Training) | 1 | Up to number of authorized shoppers | 1 hour |

Vroozi will provide training and skills transfer for help desk personnel, to include provision of a troubleshooting guide.

| Help Desk Training Courses (help desk courses are maintained online in Word/PDF documents)) | Quantity | Number of Students per Course (obtained on demand online) | Number of Days per Course |
|---|---|---|---|
| smartOCI Troubleshooting Guide | 1 | N/A | N/A |
| Catalog Management FAQs | 1 | N/A | N/A |
| smartOCI Quickstart Guide | 1 | N/A | N/A |

# 4 Project Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate:

1. The City of San Antonio will be responsible for the installation and configuration of all hardware required for the project based on System/Architecture Design as agreed upon at time of City and Vroozi License Agreement.
2. The City of San Antonio must make available the necessary technical, business, testing and training personnel to support the deployment throughout the project. Failure to provide personnel in a timely manner, as defined in the approved Project Management Plan (deliverable milestone 1), may cause delays in delivery of the solution.
3. The City will provide a full time Project Manager and Business Analyst for this project and access to technical personnel.
4. City leadership will continue to support the project with the necessary resources and commitment to transition and change that this project will entail; City will provide needed departmental liaisons and access as needed.
5. An appropriate work environment must be provided to Vroozi personnel working on-site. The location should be co-located or near the locations of the work to be performed. Vroozi personnel will require access to the City's network and installed software components, Internet and telephone service (to include teleconference compatible telephones). Vroozi agrees to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).
6. The City of San Antonio will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by City personnel, as scheduled.
7. The City of San Antonio will be responsible for the scheduling of meeting rooms, training facilities, and requisite equipment.
8. The City of San Antonio will assign a primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between San Antonio and Vroozi. The timeliness of communication and review will directly affect Vroozi's ability to meet agreed upon schedule deadlines. All project deliverables must be signed-off on within ten business days of notification that the deliverable is complete. If sign-off has not been completed within ten business days, and no notification of reason for the delay is received, the deliverable will move to a change order process if the deliverable affects the timeline, cost, and quality.
9. The parties agree that the warranty obligations and the support and maintenance obligations contained within the Supply Agreement entered into by and between the City and Vroozi.

10. Any changes requested to the scope documented in this Statement of Work and the Project Schedule document or due to the City's dependencies will be handled via a Change Request process. An initial impact response will be provided within two business days of delivery of the written Change Request.
11. The City will maintain non-smartOCI software licenses and provide infrastructure and middleware needed for this project, based on the smartOCI Software Agreement and the agreed Systems/Architecture Design (To be discussed).
12. Ownership of and responsibility for the smartOCI environment is by the City or their contractor and not Vroozi. All necessary access, including remote privileges (VPN), will be provided to Vroozi personnel working on this project. Vroozi agrees to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).
13. The scope and assumptions within this document only pertain to Phase 1 (current scope of work – any additional scope may be determined to be delivered in a future phase). Additional phases as well as optional items will require an additional scoping and SOW.
14. Software pre-requisites for the BI platform are:
    a. Compliant Web-Browser
    b. MS Excel license installed on Client's desktop/laptop
15. The City will be responsible for making any modifications to SAP and make available SAP access for integration to smartOCI software.
16. The City will be responsible for ensuring that the versions of SAP running on all environments remain the same across all environments.
17. The City will schedule and perform User-acceptance Testing (UAT) and be responsible for all testing as it relates to their existing SAP environment.
18. This SOW does NOT include any services for the following:
    a. Custom development in the City's SAP Environment
    b. Any additional suppliers to be onboarded outside of the Scope of Phase 1
    c. Additional configuration, development of reports, etc, unless described in this statement of work.
    d. Configuration, development, other work or integrations other than those described in this statement of work.

# 5 Software

Vroozi will, as a part of this Phase 1 engagement, install the following software procured by the City of San Antonio:

- smartOCI Marketplace – Note: smartOCI is offered as a Software as a Service (SAAS) and maintained in the Vroozi Cloud environment (powered by Amazon Web Services). There is no physical software to install within the City of San Antonio infrastructure as the smartOCI application is accessible through a compliant Web Browser.

SMARTOCI™
Defining B2B Commerce

## *smartOCI Web Browser Support*

| Browser | Support | Comments |
|---|---|---|
| Internet Explorer 7 and 8 | X | Utilize the Shopper Lite Interface |
| Internet Explorer 9, 10, 11 | X | |
| Firefox 25 + | X | Firefox mobile support at 4.x+ |
| Safari 5.0.2+ | X | Safari mobile support at 6533.18.5+ |
| Google Chrome 20x + | X | |

## *Operating Systems Support*

| Operating System | Support | Comments |
|---|---|---|
| Windows 8, XP, Vista, 7 32 & 64 bit | X | |
| Apple OSX 10.5+ | X | |
| Apple IOS 4.3+ | X | |

# 6 Payment Milestones

Vroozi will provide this service to the City of San Antonio on a fixed fee with deliverables based payments. The total cost of this project is $127,800. The City of San Antonio will be billed on the invoice schedule below. The Milestone Value is full value for each deliverable payment. The net due at each Payment Milestone is the net of Milestone Value minus the Retention 10% holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final Payment Milestone:

| Requirement Reference | Deliverable Description | Scheduled Start Date[2] | Contract % | Retention | Value |
|---|---|---|---|---|---|
| Phase 1 | Project Preparation and Blueprint | 4/18/16 | 15% | 10% | $17,253 |
| Phase 2 | Realization (configuration, interfaces and data migration) | 5/9/16 | 45% | 10% | $51,759 |
| Phase 3 | Testing | 7/8/16 | 21% | 10% | $24,154 |
| Phase 4 | Training/Communications | 8/15/16 | 19% | 10% | $21,854 |
| | Go Live | | | | $12,780 |
| **Total** | | | | | **$127,800** |

[2] NOTE: Dates are tentative and subject to change

Prepared For: City of San Antonio
Date: 9/29/15

# Master Service Agreement

## Welcome

Pursuant to the terms and conditions of this Agreement, VROOZI, INC. (Referred to as "VROOZI") shall provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by the terms and conditions of this Agreement including any materials available on the VROOZI, INC. website incorporated by reference herein, including but not limited to VROOZI's privacy and security policies. For reference, a Definitions section is included at Section 25 of this Agreement.

The Contracted Service Includes:

- VROOZI, INC. Procure to Pay Software (if applicable)

- VROOZI, INC. smartOCI Marketplace

- VROOZI, INC. EDI Interface (where available)

- VROOZI, INC. Standard Reports

- VROOZI, INC. Support Agreement (See accompanying Statement of Work for support descriptions)

## 1. License Grant and Restrictions

VROOZI hereby grants to you a non-exclusive, non-transferable, worldwide right to use the Service solely for your own internal business purposes subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by VROOZI and its licensors.

You shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (b) modify or make derivative works based upon the Service or the Content; (c) create internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (d) reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with you or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not knowingly: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or in violation of third party privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (e) attempt to gain unauthorized access to the Service or its related systems or networks.

## 2. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service,

including those related to data privacy, international communications, and the transmission of technical or personal data. You shall: (a) notify VROOZI, immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to VROOZI immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users to be unauthorized; and (c) not impersonate another VROOZI user or provide false identity information to gain access to or use the Service.

### 3. Account Information and Data

VROOZI does not own any data, information or material that you submit to the Service in the course of using the Service. You, and not VROOZI, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and VROOZI shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated VROOZI will make available to you a file of the Customer Data within 30 days of termination if you request the file at the time of termination. VROOZI has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination. VROOZI reserves the right to withhold, remove and/or discard Customer Data, without notice to you in the event of, and at any time after, any breach of this Agreement by you including, without limitation, your non-payment of fees and charges owed to VROOZI.

### 4. Intellectual Property Ownership

VROOZI alone (and/or its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the VROOZI Technology, the Content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the VROOZI. Technology or the Intellectual Property Rights owned by VROOZI. The VROOZI name, the VROOZI logo, and the product names associated with the Service are trademarks of VROOZI or third parties, and no right or license is granted to use them.

### 5. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third-party. VROOZI and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any third-party. VROOZI does not endorse any sites on the internet that are linked through the Service. VROOZI provides these links to you only as a matter of convenience, and in no event shall VROOZI or its licensors be responsible for any content, products, or other materials on or available from such sites.

### 6. Charges and Payment of Fees

Except as stated in the Statement of Work, you shall pay all fees and charges to your account in accordance with the VROOZI fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You are responsible for paying for all licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide VROOZI with approved purchase order information as a condition to signing up for the Service. A License Administrator may add or delete licenses (not including the five licenses included in the monthly service fees) for Covered Employees by executing a written Order Form. Added licenses shall be subject to the following: (a) added licenses shall be coterminous with the existing License Term (either Initial Term or renewal term); (b) the license fee for the added licenses shall be the then current, generally applicable license fee; and (c) licenses added in the middle of a billing month shall be charged in full for that billing month. VROOZI reserves the right to modify its fees and charges and to introduce new charges at any time upon 30 days prior notice to you.

### 7. Term of Agreement


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This Agreement shall commence for on the Effective Date and shall proceed for the Initial Term.

## 8. Billing and Renewal

Except as stated in the Statement of Work, VROOZI charges and collects fees in advance for use of the Service. VROOZI will issue an invoice to you (a) every month for monthly licenses, (b) every quarter for quarterly licenses, (c) each year on the subsequent anniversary for annual licenses, or (d) as otherwise mutually agreed. The renewal charge shall be equal to the then-current number of Covered Employees times the license fee per Covered Employee in effect during the prior term. Fees for other services shall be charged on an as-quoted basis. VROOZI fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on VROOZI's income.

You agree to provide VROOZI with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 10 days of any change to it. If the contact information you have provided is false or fraudulent, VROOZI reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless VROOZI in its discretion determines otherwise, VROOZI shall bill you and you shall pay all VROOZI fees in U.S. dollars.

If you believe any invoice sent to you by VROOZI is incorrect, you must contact VROOZI in writing within 30 days of your receipt of the invoice in order to be eligible to receive an adjustment or credit.

VROOZI shall bill each Client directly or, if consolidated billing is utilized, shall indicate costs per facility on such billing. Client will remit payments to VROOZI according to the gross invoice amount per invoice. VROOZI agrees that while Client may provide the task of consolidated invoicing, said task does not in any way imply or express that Client is liable for monies owed by any facilities.

## 9. Professional Service Fees

VROOZI will charge a fee for implementation and configuration work on a fixed fee/fixed scope basis. In the event additional work is identified during implementation, VROOZI shall provide an estimate for the additional work. In the event VROOZI elects to provide the additional work on at time and materials basis, the hourly rate charged by VROOZ shall be the amount then currently charged for similar work by VROOZI. Fixed fee projects are billed in their entirety at the sign off approval of the project.

## 10. Payment Terms

Except as stated in the Statement of Work, payment terms are standard terms net 30 for all invoices issued.

## 11. Non-Payment and Suspension

In addition to any other rights granted to VROOZI herein, VROOZI reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent for nonpayment. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You shall continue to be charged for User licenses during any period of suspension. If you initiate termination of this Agreement, you shall be obligated to pay the balance due of recurring fees through the remainder of the License Term.

## 14. Representations

Each party represents that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to


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gain access to the Service and that your billing information is correct.

## 15. Internet Delays

VROOZI SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VROOZI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 16. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## 17. Local Laws and Export Control

VROOZI provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. You acknowledge and agree that none of the Service, Content, or VROOZI Technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

VROOZI and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America and/or the European Union, you are solely responsible for compliance with all applicable laws including, without limitation, export and import regulations of other countries. Any diversion of the Service, Content or VROOZI Technology contrary to United States or European Union (including European Union Member States) law is prohibited. None of the Service, Content, or VROOZI Technology, nor any information acquired through the use of the Service, Content, or VROOZI Technology shall be used for nuclear activities, chemical or biological weapons, or missile projects unless specifically authorized by the United States government or appropriate European body for such purposes.

## 18. Notice

VROOZI may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in VROOZI account information, or by written communication sent by first class mail or pre-paid post to your address on record in VROOZI account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to VROOZI (such notice shall be deemed given when received by VROOZI) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to VROOZI at the following address: VROOZI, INC., 18301 Von Karman Ste. 470 Irvine CA 92612; attention: Stephen F. Olds, President.

## 19. Modification to Terms

VROOZI reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service.


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You are responsible for regularly reviewing this Agreement. Continued use of the Service after any modifications shall constitute your consent to the modifications.

## 20. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of VROOZI but may be assigned without your consent by VROOZI to (a) a parent or subsidiary, (b) an acquirer of VROOZI assets, or (c) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of VROOZI directly or indirectly owning or controlling 50% or more of you shall entitle VROOZI to terminate this Agreement for cause immediately upon notice.

## 21. General

This Agreement shall be governed by the laws of the State of Texas with venue limited to the state and federal courts located in Bexar County, Texas. No text or information set forth on any other purchase order, pre-printed form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between VROOZI and you as a result of this Agreement or use of the Service. The failure of VROOZI to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by VROOZI in writing. This Agreement, together with any Statement of Work and Order Form(s), comprises the entire agreement between VROOZI and you and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## 22. Definitions

As used in this Agreement, the Statement of Work, and any Order Forms now or hereafter associated herewith: "Agreement" means this Agreement, the Statement of Work, and any Order Form(s), whether written or submitted online via the Online Order Center, and any materials available on the VROOZI website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by VROOZI from time to time in its sole discretion;

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

“Covered Employee” means each employee in respect of whom Customer Data is held or used;

"Effective Date" means the date this Agreement is signed or the date you begin using the Service;

"Initial Term" means thirty six months from the Effective Date.. The City shall have the option to renew this contract for two (2), additional one (1) year periods. If this Agreement is renewed after the Initial Term, any renewal period shall be referred to and treated as the Initial Term.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User


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accounts and otherwise administer your use of the Service;

"License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s);

"Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses, Covered Employees and other services contracted for, the applicable Fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail);

"VROOZI, INC." means collectively VROOZI, INC., a California Corporation, having its principal place of business at 18301 Von Karman Ste. 470 Irvine CA 92612, USA.

"VROOZI Technology" means all of the proprietary technology of VROOZI and/or its licensors (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by VROOZI in providing the Service;

"Service(s)" means the specific edition of VROOZI or its Licensor's online Procure to Pay software and reporting tools, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by VROOZI or its Licensors, accessible via http://www.vroozi.com or another designated web site or IP address, or ancillary services rendered to you by VROOZI, to which you are being granted access under this Agreement, including the VROOZI Technology and the Content;

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by VROOZI at your request).

The terms "you" and "your" mean and refer to the person or entity entering into this Agreement as the client.

"Facility" "Facilities" means any properties that are owned by or managed by Client.

**Questions or Additional Information:**
If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to steve.olds@vroozi.com.


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## Signatures

VROOZI, INC.

Signature

Steve Olds

Print Name

Chief Executive Officer

Title

3/11/2016

Date

ADDRESS:
18301 Von Karman, Suite 470
Irvine, CA 92612

CITY OF SAN ANTONIO

Signature

Print Name

Title

Date

ADDRESS:
LICENSEE ADDRESS

## EXHIBIT C – Statement of Work

Please refer to the document entitled 'Exhibit C - SOW-City of San Antonio V2' for complete Statement of Work and corresponding project services schedule.


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**********END OF DOCUMENT**********


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# Exhibit E - VROOZI MASTER SOFTWARE LICENSING AGREEMENT

THIS VROOZI MASTER SOFTWARE LICENSING AGREEMENT is entered into effective Date ___, 2016, by and between VROOZI, INC., a California corporation ("Licensor"), and City of San Antonio, a _____ corporation ("Licensee"). (Licensor and Licensee hereafter individually a "Party" and collectively the "Parties.")

**RECITALS**

a) Licensor owns the computer software programs, applications, and related intellectual property described in Exhibit F hereto (the "Software").

b) Licensee will provide project implementation services for the Software as described in Exhibit D referenced in the Master Services Agreement.

c) Licensee desires to utilize the Software in conjunction with its business.

d) Licensor and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee will use the Software from Licensor pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereto agree as follows:

1. **LICENSE**

a) Licensor hereby grants to Licensee, for the term of this Agreement, a nonexclusive, non-assignable, right and license (the "License") to use the Software in connection with Licensee's business. The license granted by this Agreement does not extend to or permit Licensee to use the Software beyond Licensee's own business or to sub-license, re-license, or assign the Software to any other person or entity.

b) This license is expressly limited to the use of the Software in the manner, at the locations, and for the identified users described in Exhibit F. No right or license is conveyed to Licensee to use the Software in any other manner or at any other location, other than as described in Exhibit F. At all times, the Software shall be the exclusive property of Licensor.

c) Licensee shall pay to Licensor a license fee for the License in the amounts indicated in Exhibit F.

d) Licensee shall not use the Software, nor permit the Software to be used, in any manner that is in violation of any statute, law, regulation, or contractual obligation of Licensee, that exposes Licensor to any claims, causes of action, or damages arising from Licensee's use of the Software, or that puts in jeopardy, in any manner, Licensor's ownership, proprietary rights, or copyright protections of the Software.

2. **IMPLEMENTATION OF SOFTWARE**

Licensor provides no implementation services for the Software pursuant to this Agreement. If Licensee hires Licensor to provide implementation service for the Software, the implementation services shall be the subject and agreement of a separate and written services agreement.


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## 3. MAINTENANCE OF SOFTWARE

Licensor shall: (i) provide basic support for the Software at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Licensor shall give at least 48 hour notice and which Licensor shall schedule to the extent practicable during the weekend hours from 11.00 p.m. Pacific time Saturday to 12:00 a.m. Pacific time Saturday or (b) any unavailability caused by circumstances beyond Licensor's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, equipment failure, work stoppages, or internet service provider failures or delays, and (iii) provide the Software only in accordance with applicable laws and government regulations. The maintenance services provided by Licensor are more fully described in Exhibit F.

## 4. IMPROVEMENTS

Any and all improvements and modifications made by Licensor to the Software shall be promptly provided to Licensee and shall be automatically included in this Agreement. Any and all improvements and modifications made by Licensee to the Software, including all documentation, instructions, and coding of the improvements and modifications, shall be the property of Licensor and shall be automatically included in this Agreement. Licensee shall forthwith provide to Licensor all documentation, instructions, and coding for any and all improvements and modifications made by Licensee to the Software.

## 5. POST-TERMINATION DUTIES

Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Software.

## 6. NOTICES

Any notice required to be given by a Party pursuant to this Agreement shall be in writing and delivered to the other Party at the addresses indicated below the signature lines. Notices shall be mailed by certified or registered mail, return receipt requested; delivered by personal delivery or by a national overnight express service; or by verifiable fax or e-mail transmission. Either Party may change the address to which notice or payment is to be sent by written notice to the other Party pursuant to the provisions of this paragraph.

## 7. WAIVER

No waiver by either Party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

## 8. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.


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9. **ASSIGNABILITY**

The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law unless with the consent of Licensor.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

## Signatures

For LICENSOR
VROOZI, INC.

Signature

Steve Olds

Print Name

Chief Executive Officer

Title

3/11/2016

Date

ADDRESS:
15000 Ventura Blvd., Suite 201
Sherman Oaks, CA 92612

For LICENSEE
CITY OF SAN ANTONIO

Signature

Print Name

Title

Date

ADDRESS:
LICENSEE ADDRESS


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# EXHIBIT F – Access Fee Schedule

smartOCI is offered as an on-demand hosted service offering (Software as a Service). See Exhibit G for Service Level Agreement and Availability.

The following access fees will be charged to the City of San Antonio (Client) for use of the Vroozi Software. A detailed breakdown of fees is highlighted in the attached 'Vroozi Verified BAFO V2.xlsx' document.

**COSA/Vendor Access Fee**
Monthly Access Fee (Year 1): $8,44[redacted]
Monthly Catalog Management Service Fee (Year 1): [redacted]

**smartOCI Enterprise Package -** Includes the following modules a.) smartOCI® Content Manager which allows buyers and suppliers to upload/update/approve catalog content b.) smartOCI® B2B Search Engine and c.) smartOCI Supplier Marketplace

smartOCI Monthly access fee includes unlimited searches for ***(there are no transaction fees or transaction costs to supplier/s with smartOCI)***:

| Service Description | Rate | Estimated No. of Users | Total per Month | Comments |
|---|---|---|---|---|
| **User Accounts** | | | | |
| Catalog Administrators | $90.00 per user/ month<br><br>*(discounted from $105.00 per user per month)* | 8 | $720.00 | Unlimited content updates for supplier catalogs |
| Catalog Approvers | $10.00 per user/ month | 6 | $60.00 | Approvers can approve catalog content |
| Shopper Access to smartOCI Search Engine* | $11.00 per user/ month *(discounted from $15 per user per month)* | 516 | $5,676.00 | Unlimited searches and transactions (no transaction fees) for Shoppers and Buyer roles |
| Shopper Lite Access to smartOCI Search Engine | $10.00 per user/month *(discounted from $18 per user per month)* | 0 | $0.00 | Unlimited ordering and access for non-ERP users through smartOCI Marketplace Shopping Interface and routing to designated Shoppers/Buyers who have access to SAP SRM |
| Supplier Access to | $5.00 per | 500 | 0.00 | Waived for up to 500 |


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| | | | | |
|---|---|---|---|---|
| Marketplace | supplier/month | | | suppliers |
| **Data storage** | | | | |
| Catalog item/data storage with imagery | $1,990.00 per month | | $1,990.00 | Storage of up to 500,000 catalog items combined from punch-out and in-house catalogs (any mix of suppliers) |
| **Maintenance and Upgrades** | | | | |
| Annual Maintenance Fee | $0 | | N/A | Included in monthly subscription costs |
| Quarterly Product Upgrades (Feature Packs) | $0 | | N/A | Included in monthly subscription costs |
| | | | | |
| | | **Total Monthly Fees** | $8,446.00 | |

50% of the monthly access is billed once the smartOCI system is activated for the Client. Estimated to start Q3, 2016. Q3 to align with COSA Fiscal Year of October-September.

100% of the monthly subscription fee is billed once the smartOCI system is activated in the Client's Production ERP System. Estimated to start: 2 – 3 months after project start date

**Supplier Onboarding Services into smartOCI Marketplace**

1.) Supplier Onboarding Fee (smartOCI Hosted Catalog and Indexing Punch-Out Catalog Content)

| Service | Rate | Comments |
|---|---|---|
| Supplier Catalog Indexing services for one (1) punch-out supplier *catalog into smartOCI Marketplace* or (1) internal catalog | $1,895<br><br>(16% discount)<br><br>**$1,595** | If Vroozi is to integrate supplier content from the company's punch-out website into the smartOCI Search Engine, there would be a one-time setup fee for this work (integrating up to 100,000 items) |

2.) Supplier Onboarding Fee for Punch-Out Catalog

If a supplier already has a punch-out catalog and Vroozi is receiving the punch-out catalog details directly from the Supplier, there is no cost to the City of San Antonio to activate the punch-out catalog directly in Vroozi.

If Vroozi is assisting the Supplier with becoming OCI and/or cXML compliant, there will be a fixed cost established. Vroozi will provide a one-time consulting service with the Supplier to provide them instructions on how to enable their catalog as a punch-out. Vroozi will not perform any development or troubleshooting support services for the Supplier as the responsibility to build the punch-out catalog will reside with the Supplier and Vroozi does not own the Supplier website. Supplier will receive instructions from Vroozi on how to format OCI and/or cXML compliant website and will include one unit test to


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demonstrate authentication into the Supplier Catalog and returning data from the Supplier Catalog back to the smartOCI Marketplace.

| Service | Rate | Comments |
|---|---|---|
| Supplier Punch-Out Catalog Integration | $1,095 | Vroozi assistance to make supplier catalog OCI compliant. |

3.) smartOCI Catalog Management Services

For clients that would like to outsource the catalog management activities directly to the Vroozi Catalog Solutions team, Vroozi provides managed services offering to manage catalog content on behalf of the customer.

If a catalog already exists in the Vroozi inventory, there are no added costs to CoSA provided the Supplier already has an OCI or cXML-compliant punch-out catalog. It is the responsibility of CoSA and the Supplier to negotiate the catalog pricing and which catalog item/s will be loaded.

***Vroozi Responsibilities***

1.) Vroozi will communicate with the Supplier directly on behalf of the Client to ensure all catalog information is received according to the content update/refresh terms.
2.) Provide access credentials to the Supplier to upload content directly in the Client's smartOCI Marketplace.
3.) Vroozi will provide direct production support and training to the Supplier for catalog content management and any issues encountered with preparing the content files (Vroozi is not responsible for missing data items from the Supplier such as product images).
4.) Provide catalog content management services including catalog upload, data cleansing data enrichment, parameterization, and content publishing Data cleansing and enrichment will include:
    a. Copying data, remove data redundancy and de-duplication, removing special characters, adding line breaks
    b. Product classification mapping to NIGP codes, adding custom fields, including markups or discounts, and adding an image where required. Vroozi will be responsible for any crosswalks required to map product classifications to 5 digit NIGP codes and will work with CoSA to review and approve the NIGP mapping in advance of the catalog load activity.
    c. If the Supplier does not have an image or an image is not available, Vroozi will source non-licensed appropriate images from internal and external repositories, or develop custom images, and perform the appropriate image mapping. If no suitable image can be obtained for the product or service, Vroozi will display a custom "No Image Found" image.
    d. In addition, if CoSA has identified a specific image that they would like to associate to a catalog product and/or service, CoSA can provide this image and reference catalog item directly to Vroozi at a designated email address.
5.) Once the supplier content is loaded in the system, an approval notification is sent to the designated Client Approver/s to review and approve the catalog content before the content is published to the shopping population in the smartOCI Marketplace.

The managed service offering fee schedule is based on:

a.) Frequency of catalog updates
b.) Number of suppliers


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c.) Number of catalog items

**Service Level for Catalog Cleansing and Content Loading**

Upon receipt of catalog date flat file from supplier, Vroozi will honor the following SLA to prepare the catalog file:

**For Initial Catalog Supplier File**

1. Data Cleansing and Normalization – 2 to 4 business days
2. If no images are provided by the Supplier and Vroozi to source and locate images – Within 5 business days (up to 1,000 items)
3. Data Loading into CoSA smartOCI Marketplace – Within 1 to 2 business days

**For Updates to Catalog Supplier File (Anticipated that supplier updates to existing catalog files will have a faster SLA)**

1. Data Cleansing and Normalization – Within 1 to 2 business days
2. If no images are provided by the Supplier and Vroozi to source and locate images – Within 3 to 5 business days (up to 1,000 items)
3. Data Loading into smartOCI Marketplace – Within 1 business day

**Vroozi Content Management Services**

| Package | Number of Suppliers Managed Per Month | Total Catalog Items Updated Per Month | Frequency Updates | Price Per Month |
|---|---|---|---|---|
| Enterprise Plus | 50 to 75 | 50,000 to 75,000 | Daily/Weekly/Monthly | $3,495 |


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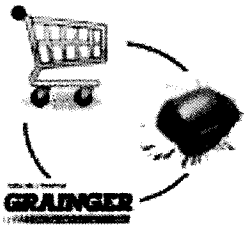
**eCatalogs Supported in the Vroozi smartOCI Marketplace**

## eCatalog Categories Consideration



Primary choices of eCatalogs in use

| | |
|---|---|
| **HOSTED CATALOGS** | Hosted and maintained by customers or vendor.<br>**Pros**: control, preferred product guidance, and pricing<br>**Cons**: more resource intensive |
| **PUNCH-OUT CATALOGS (LEVEL 2)** | Supplier-hosted eCommerce site<br>Level 2 punch out critical to avoid manual process<br>Cross catalog search enabled to compare against other vendors |
| **SERVICE CATALOGS** | Services can be broadly classified into the following groups:<br>▪ **Recurring**<br>• Facilities management, telecommunications, insurance<br>▪ **Project-based**<br>• Moving services, marketing, environmental, construction<br>▪ **Time and Expense**<br>• Temp labor, contract outsourcing, legal |

www.[illegible].com

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**Existing Punch-Out Catalog Suppliers**

If a catalog already exists in the Vroozi inventory, there are no added costs to the City of San Antonio provided that the supplier already has an OCI or cXML-compliant punch-out catalog. In addition, if a supplier exists in the Vroozi inventory and does not have a contract established with City of San Antonio, Vroozi will facilitate an introduction between the City of San Antonio and the Supplier at no cost.

If a supplier catalog already exists in Vroozi, it is the responsibility of CoSA and the Supplier to negotiate the catalog pricing and which catalog item/s will be loaded into the CoSA smartOCI instance.


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4.) Monthly Access Tier Rate Increases:

Monthly access incremental costs from the initial monthly access fee outlined in Section 2 is based on additional ERP shoppers accessing the smartOCI marketplace and/or additional catalog items stored in the smartOCI marketplace. The tier rate increases will be determined post go-live between Vroozi and the Client and take into account forecasted content volume increases, additional supplier on-boarding activities, and new shoppers for the Client.

Additional Catalog Items

| Tier | Additional Monthly Rate | Comments |
|---|---|---|
| Tier 1<br>+100,000 items | List Price:<br>$595 per month | Incremental monthly cost for adding an additional 100,000 catalog items in the smartOCI Catalog Manager (from Punch-out catalogs, internal catalogs, stock parts) |
| Tier 2<br>+250,000 items | List Price:<br>$895 per month | Incremental monthly cost for adding an additional 250,000 catalog items in the smartOCI Catalog Manager (from Punch-out catalogs, internal catalogs, stock parts) |

5.) 2015 Consultant Rate Card

| Tier | Rate | Freq |
|---|---|---|
| Tier 1 – Consultant | $125.00 | Hourly |
| Tier 2 – Senior Consultant | $155.00 | Hourly |
| Tier 3 – Senior Manager | $185.00 | Hourly |

**Terms and Conditions for Financial Proposal**

1.) 50% payment of total access fee is due upon smartOCI Client account activation 100% of access fee is due 1 week before go-live of project.
2.) Pricing is access-based. All hosting, hardware, and software will be provided to client as a Software as a Service (SaaS).
3.) Vroozi is not responsible for an external punch-out supplier's online catalog content, infrastructure, and uptime availability (this is explicit to a punch-out catalog only).
4.) Suppliers providing external catalogs are considered to be OCI (Open Catalog Interface) compliant and will provide authorization credentials to purchasing organization to enable single sign-on to the online catalog.
5.) Minimum access term is 36 months. If Client cancels within the access period, the full amount of the remaining access term will be due in full.
6.) Vroozi agrees to reduce fees for access and catalog management and supplier catalog onboarding services from Months 36 – 60 as outlined in 'Vroozi Verified BAFO V2.xlsx'
7.) Monthly access fee is based on the number of named System users who will have access


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to smartOCI as well as the amount of catalog content stored in the smartOCI Marketplace.

8.) smartOCI is a 'transaction fee-free' network. There is no transaction fee associated with purchasing products and services from the smartOCI Marketplace.

9.) Pricing is exclusive of all taxes.

10.) Travel expenses for Vroozi personnel required at Client location/s will be billed to Client

11.) If supplier explicitly prevents indexing/crawling services for their e-commerce site, alternative solutions will be provided to load supplier content into smartOCI marketplace and/or provide visibility for requested item/s within supplier website in the smartOCI search engine and user interface.


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# EXHIBIT G – Service Level Agreement

The Service Level Agreement and corresponding Service Levels ("SLs") related to the Access Offering are set forth in this Exhibit E – Vroozi Licensing Agreement

All support tickets can be submitted through the Vroozi Help Desk portal at https://vroozi.zendesk.com/hc/en-us

**DEFINITIONS**

1.1 "Administrative Users" means the employees and/or contractors of Customer permitted by Customer to access the Administrative Interface.

1.2 "Administrative Interface" means the restricted administrative interface portion of the Hosted Service.

1.3 "Data" means collectively, all User Content and all information, supporting data files, data recordings and data structures provided by Customer in connection with the services provided under this Agreement, including without limitation access and use of the Hosted Services hereunder.

1.4 "Hosted Software" means Provider Licensed Software, if any, Provider will host on behalf of Customer under the terms of this Hosting Exhibit.

1.5 "Hosted Services" means the services related to the Hosted Software described in this Hosted Exhibit.

1.6 "Users" means the Customer employees, contractors, consultants, agents, outsourcing companies engaged by Customer, affiliates and third party business partners of Customer who access and use the Hosted Services.

1.7 "User Content" means all content and information, including without limitation name, address, email address, and other Customer Personal Information or Customer Sensitive Personal Information, made available by Users through the Hosted Services.

1.8 "Unavailable" and "Unavailability" mean when all of your running Vroozi production instances have no external connectivity.

1.9 "Service Credit" is a dollar credit, calculated as set forth in the SLA below that we may credit back to an eligible account.

**HOSTED SERVICES**

**2.1 Hosted Services**

Provider will provide 7 X 24 X 365 Hosted Services for the Provider's Licensed Software identified in Exhibit F.

We reserve the right to change the terms of this SLA in accordance with the Vroozi SLA agreement.


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### 2.2 Authorization Codes

Provider will provide any passwords, keys and other authorization codes that Customer needs to use the Licensed Software in disaster recovery, development and other technical environments and to obtain the full benefit of its license and other rights in the Licensed Software.

## SLAs

### 3.1 Vroozi Service Times for First Level Support

Vroozi will provide first level support from the United States. The normal working hours from Vroozi side will be 7:00 a.m. to 7:00 p.m. EST (Eastern Standard Time) US time. During these times, Vroozi will have qualified staff available to log calls and do initial investigations for the resolution of problems. In case of P1 and P2 referred to hereunder the support will be available 24 x 7 in the United States.

### 3.2 Vroozi Service Times for Second Level Support

The Service Times of the Vroozi Second Level Support are from 9:30 to 17:30 EST time from Monday to Friday. During these times Vroozi will have qualified staff available to log calls and do initial investigations for the resolution of problems. Problems and change requests can be worked on during local office hours in United States and Asia (9:30 – 18:00 local time). However problems of priority P1 & P2 require urgent resolution, therefore further Vroozi staff will need to be on-call during the Support Service Times. This means that the service times outside the local office hours in the United States will be covered by on-call personnel who can be reached for problems of priority P1 and P2.

### 3.3 Severities and Priorities of Problems

All problems occurring will be classified using the severity and priority schema below. The response times and other service parameters differ for problems with different severities. Each severity class results in a priority of the problem and the priority determines the response times and resolution times.

#### 3.3.1 Definition of the different Severities of Problems

| Impact | Vroozi Severity class | Priority | Description |
|---|---|---|---|
| [redacted] | | | |


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| | | | |
|---|---|---|---|
| Medium | Moderate | P3 | Application problem for a single user or a group of users. A work around is available, so the users can perform their work using this workaround. |
| Low | Minor | P4 | Minor problem or administration issue.<br>Problems that result from unexpected behavior of the system but can be overcome easily by using workarounds. No implication or only minor implication on the duties of the users.<br>Administration problems with the change of configurations, basic data, user management, etc. |

To avoid minor problems being raised as P1 or P2 problems it is agreed that P2 problems will only be raised with approval from SME team leader and P1 problems will only be raised with approval from IT manager at City of San Antonio. However a related business user can raise the problem directly with designated Vroozi support personnel for any end of day or end of month related problem. In this case the business user will also notify immediately to SME team leader and/or IT manager at City of San Antonio as applicable.

### 3.4 Priorities of Change Requests

All change requests will be prioritized according to their urgency for delivery. Change Requests will usually be delivered in the next release provided the release schedule can accommodate the frequency of business changes that require software changes or system changes.

Apart from this there might be urgent changes which need to be accommodated outside the release schedule because of external influences or unforeseen events that make such changes necessary.


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### 3.4.1 Definition of the different Priority of Change Requests

| Urgency | Vroozi Severity class | Priority | Description |
|---|---|---|---|
| Very high | Critical | C1 | Urgent application change or system change resulting from immediate business need. Needs to be accommodated immediately. No option to wait until the next release is due, therefore separate solution outside of release schedule required. |
| High | Major | C2 | High priority application change or system change which needs to be implemented as soon as possible. No option to wait for next release unless the next release can incorporate the Change Request within a time frame of maximum 2 months. |
| Medium | Moderate | C3 | Important application change or system change which needs to be incorporated in the next release, but not later than 3-5 months from submitting the business requirements specification. |
| Low | Minor | C4 | Application change or system change which needs to be incorporated within one of the next releases. Can usually wait 6 months or longer. Implementation time to be agreed. |

### 3.5 Response Times, Resolution Times and Communication for Problems

The response times and resolution times agreed differ for problems with different severities. Problems of the different priorities will be handled in the sequence of their priority, not in the sequence of their occurrence. During the problem resolution Vroozi will update City of San Antonio about the status and envisaged solution according to the communication required for the different priorities.

**Response Time** is defined as the time elapsed between the support person receiving and logging the call and/or online support ticket and a systems analyst starting to work on the problem. For the times where the office hours in the United States do not overlap with the service hours (i.e. during on-call times) the activities undertaken by the on-call person to get to the Vroozi office and to arrange for a solution from remote, are considered as working on a solution rather than part of the response time.

**Resolution Time** is defined as the time elapsed between the point in time when the support person receives and logs the call and the point in time when a fix or solution is ready for implementation into the production system.


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**Working Time** is defined as the time in when resources work on the resolution of the problem. If a problem is in the solution process at the end of the service hours, then the resolution time will freeze and continue to run when the service hours on the next working day start.

**Communication Schedule** defines the frequency in which Vroozi will inform City of San Antonio and, the current status of the problem investigation

- the proposed solution for the problem and
- the estimated date/time when a solution will be available

This will help to coordinate all involved parties and to schedule implementation work as well as business tasks around the delivery of the problem solution.

**The response times, resolution times and communication schedules would be as follows:**

| Priority | Response time | Resolution time | Communication Schedule | Working time |
|---|---|---|---|---|
| [redacted] | | | | |
| P3 | 24 hours | 5 days | Daily | 5 x 8 |
| P4 | 2 days | 10 days | Twice Weekly | 5 x 8 |

Due to the different time zones, it will be necessary to call the support coordinator on the published mobile phone number in case of problems of Priority 1 and 2 as he might not be in the office but on call during the time when the problem is reported.

The response times apply for both parties. This means that City of San Antonio will need to respond to Vroozi within the same time frame in case Vroozi required further information or artifacts to resolve the problem. Should the response time be exceeded on the City of San Antonio side, then the actual time elapsed for the response will be allowed additionally to resolve the problem (i.e. the resolution time will be extended by this time).

### 3.6 Response Times for Change Requests

The response times for change Requests differ from the response times for problems as problems normally affect the business stronger than changes.


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**Response Times** for changes are defined as the time elapsed between the submission of the business requirements definition with the logging of the change request at Vroozi and the delivery of the estimate of implementation time and formal offer to City of San Antonio.

The response times for the different priorities of Change requests are agreed as follows:

| Urgency | Priority | Response time |
|---|---|---|
| High | C2 | 5 working days |
| Medium | C3 | 10 working days |
| Low | C4 | 15 working days |

### 3.7 Escalation Path

If there is a disagreement between Vroozi and City of San Antonio or any milestone is considered in jeopardy or anything detrimental to the project objectives either occurs or is foreseen, then the following escalation path shall be followed.

- Issue resolution will be done between the Client Project Manager and Vroozi Implementation Manager / Project Owner.
- If the issue is not resolved at the first point, then resolution will be done between the Client Project Manager and Vroozi Account Manager.
- If there is some issue, which is not resolved in either of first two levels, will be addressed between Client CTO and Vroozi CEO.

The escalation path is based on the following hierarchy:

| | Customer | Vroozi |
|---|---|---|
| 1 | **IT Lead/Project Manager**<br><br>Name: Sonja Alonzo | **Project Owner**<br><br>Name: Rich Chala |
| 2 | **Project Manager/Executive Sponsor**<br><br>Name: Kevin Goodwin | **Account Manager**<br><br>Name: Shaz Khan |
| 3 | **CTO**<br><br>Name: Hugh Miller | **CEO**<br><br>Name: Steve Olds |


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### 3.8 Incident/Issue Resolution

Customer and Provider will jointly assess whether an issue is preventing Customer from using the Licensed Software and/or Hosted Services. If so, the issue will be designated as a Severity 1 Incident. In the event of a Severity 1 error, Provider management will be immediately notified.

Customer and Provider will determine if there is a temporary solution for the issue that allows Customer to reach the desired outcome with the Licensed Software and/or Hosted Services until a New Release, Update or code fix (i.e. PTF) is made available.

If it is determined that the issue represents functionality that is not in the Licensed Software as designed, the support request will be deemed as an enhancement request, and prioritized along with other enhancements in upcoming New Releases or Updates in accordance with the terms and conditions of the Agreement.

## PERFORMANCE GUARANTEES

### 4.1 Uptime

Provider will have at least 99.9% uptime, as measured monthly, excluding planned downtime and any time necessary to implement updates, upgrades or modification to the Hosted Software requested by Customer. Provider will notify Customer periodically. Provider will promptly notify Customer when the downtime has ended.

### 4.2 Scheduled Downtime

Provider shall identify all scheduled maintenance times for Customers review. Scheduled downtime will be no greater than four (4) hours every fourteen (14) calendar days and will happen at a regularly scheduled times during off-peak periods (Scheduled downtime is Saturday night 11 p.m. – 12 a.m. PST). Actual scheduled downtime will normally not exceed thirty (30) minutes per instance. Provider will notify Customer of scheduled down time at least forty-eight (48) hours before it occurs.

Vroozi in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

### 4.3 Data Back-up and Retention

Unless the parties agree otherwise in advance, Provider will perform backups of Customer Data on a weekly full and daily differential (incremental) basis to a central shared tape library. Provider, at no additional cost to Customer, will retain Customer Data for the term of this Agreement. Upon Expiration or Termination of this Agreement, Provider shall, at no additional cost to Customer, facilitate transmission of the stored Customer Data to Customer.

### 4.4 Redundancy

Provider will deploy all critical systems with N+1 active redundancy when architecturally possible and with hot or warm standbys where such redundancy is not possible.


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### 4.5 Reproducing Errors

Customer agrees to cooperate and work closely with Provider to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate.

### 4.6 Dev/Test Environment

If required, provider will provide Customer at an additional charge (monthly rate based on number of users), with the appropriate Hosted Software and Hosted Services to test and QA any and all new Provider features and updates to the Hosted Software and Hosted Services.

Vroozi Development and Test accounts and other test environments are expressly excluded from this or any other service level commitment.

### 4.7 Exclusions

These SLAs shall not apply to performance issues caused by the following:

- In the event of any interruption or failure of telecommunication or digital transmission links outside of Provider's network
- Internet network congestion outside of Provider's network or other failures outside of Provider's network
- Actions or inactions of Customer (unless undertaken at the express direction of Vroozi) or third parties beyond the control of Vroozi
- Force majeure events - Neither Party will be responsible for any failure to perform its obligations (other than payment obligations) under this Agreement due to reasons beyond its reasonable control including, without limitation, acts of God, war, riot, embargoes, work stoppages, acts of civil or military authorities, fire, floods, natural disasters, power failures, equipment failure, or accidents.
- Planned maintenance schedules
- Additionally, to the extent that Customer's particular implementation or configuration requires that a staging environment be implemented and maintained, then the parties will mutually agree on the SLAs for such staging environment

### 4.8 Disaster Recovery

Vroozi employs the following procedures for disaster recovery:

<u>Preventive Measures</u>

- Redundancies (High Availability) in load balancers, web servers, service layer, databases, search service and data storage
- Backups of data (Sec 4.3)
- System spans multiple data centers
- Utilizes a cloud provider which has multiple data centers in different geographical areas

<u>Detective measures</u>

- New Relic monitoring
- Active alerting through Pager Duty provides on-call service and escalation call hunting

<u>Corrective measures</u>

- RunBook procedures


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- Rebuild cloud instances and data from backups

### 4.9 Service Credits - Uptime

If Provider fails to meet uptime SLAs stated in Section 4.1 above, then Provider will provide Customer a credit on the next monthly statement as set forth below (each a "Hosted Service Credit"). Any Hosted Service Credit issued for a particular month will be calculated as a percentage of the actual Monthly Charge for such month and will be determined as follows:

| Actual Uptime Percentage | Service Credit % |
|---|---|
| ≥ 98.0% but ≤ 99.9% | 15% of Monthly Charge |
| < 98.0% | 30% of Monthly Charge |
| | |

We will apply any Service Credits only against future subscription payments otherwise due from the Customer. At our discretion, we may issue the Service Credit to the credit card used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle Customer to any refund or other payment from Vroozi. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Vroozi Agreement, the Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Vroozi services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

#### 4.9.1 Reporting

Provider shall monitor all service level requirements and provide a report every six (6) months at no cost regarding Provider's performance against all agreed SLAs. Any additional report requested by Customer will be $150 fee per report. Provider shall automatically issue Hosted Service Credits to Customer within fourteen (14) calendar days after the end of the applicable calendar month in which Provider owes such amounts.


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# Exhibit H – Vroozi System

Vroozi solutions are delivered to customers using the Amazon Elastic Compute Cloud (EC2) network.

**Guarantees**

- 99.9% network uptime guarantee
- 1-Hour system replacement guarantee
- 2-Hour commencement of onsite data restores

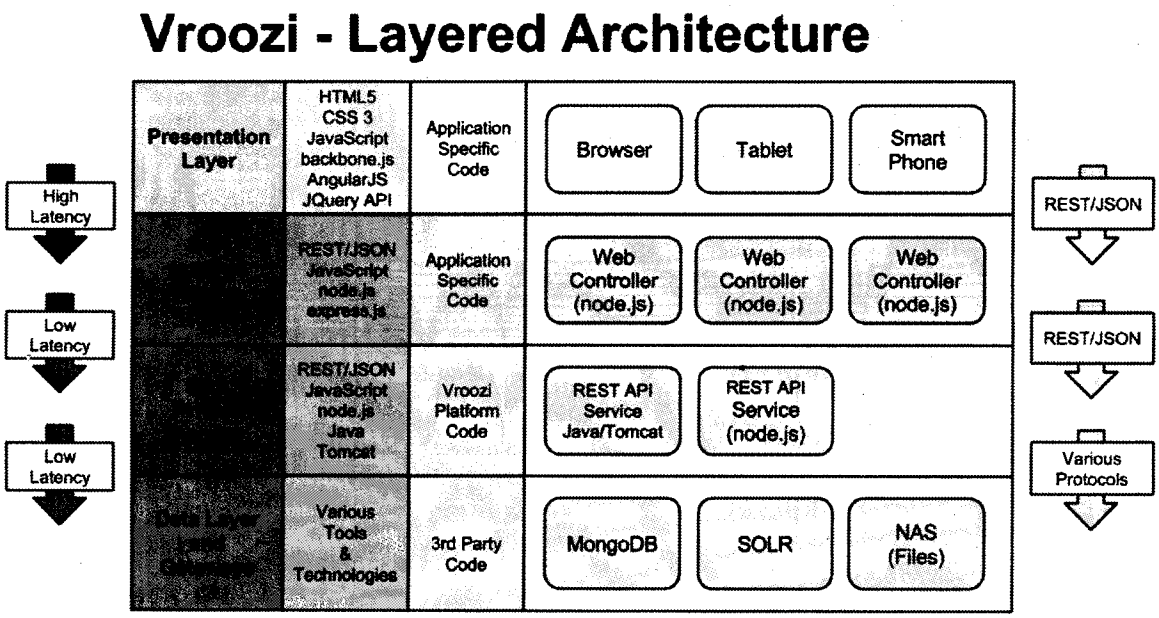
**Data Centers**

- Secured by keycards, biometric scanning and 24x7 surveillance
- All HVAC systems N+1 redundant
- Conditioned power provides all devices with Uninterrupted Power Supply
- State-of-the-art fire suppression system
- Fully redundant, enterprise-class routing equipment

**The Amazon EC2 Network™**

- Tier-1 network
- High performance bandwidth only
- Network solely dedicated to managed hosting – no telecom services
- Constant network monitoring for latencies and intrusion
- Proactive network management methodology continuously improves network topology and configuration
- Multiple geographies, multiple data centers

## Vroozi Application Architecture





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# City of San Antonio

**ADDENDUM I**

**SUBJECT:** **Request for Competitive Sealed Proposals for Catalog Management Solution, (RFCSP 15-029, 6100005449), Scheduled to Open: February 27, 2015; Date of Issue: January 16, 2015**

FROM Paul J. Calapa, Procurement Administrator

DATE: January 28, 2015

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

1. **Section 008** – Proposal Requirements, second paragraph to read:
"Respondent shall submit one original hardcopy, signed in ink, and **seven (7)** hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"CATALOG MANAGEMENT SOLUTION", RFCSP 6100005449,** on the front of the package."

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS OF COMMUNICATION:**

Below are questions that were asked in accordance with Section 003, Restrictions on Communication. The City's official response to questions asked is as follows:

**Question 1:** Does the City prefer the proposals submitted electronically or hardcopy?
**Response:** Proposals may be submitted either electronically through the portal or in hard copy form.

**Question 2:** Can the forms included in the RFSCP be made available in something other than PDF, so that we can insert responses rather than writing them?
**Response:** The City will provide the Respondent Questionnaire (Attachment A), Functional Requirements (Attachment F), and the Technical Requirements (Attachment G) in a format allowing user input. The forms will be updated in the RFSCP.

**Question 3:** Could we receive the attendees list along with an email if possible from this morning's meeting?
**Response:** A redacted list of attendees will provided as an attachment to the RFSCP.

Paul J Calapa
Procurement Administrator
Finance Department - Procurement Division

PC/dp.

# City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals (RFCSP) for Catalog Management Solutions, (**RFCSP 2015-029, RFX# 6100005449**), Scheduled to Open: **February 27, 2015**; Date of Issue: **January 16, 2015**

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 4, 2015

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

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS OF COMMUNICATION:**

**Question1**: Within the Catalog Search capability, is this a view-only display of the results? In other words, the results are displayed in a non-transactional format.

**Response**: The desired functionality would be a transactional format. For example, the shopper can select an item returned from a search and add to a shopping cart.

**Question2**: Please be specific on the precise version of each Browser the solution is expected to access. Does the City have intention to standardize its own users on a given browser and version?

**Response**: This solution will be required to communicate with the City's internet browser, and registered vendors who will interact directly with the chosen solution. The solution shall be accessible using a standard web browser and support Explorer, Firefox, Safari and Chrome. The selected solution shall maintain compatibility with any browser version changes.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

PC/dp

# City of San Antonio

SUBJECT: Request for Competitive Sealed Proposals (RFCSP) for Catalog Management Solutions, (**RFCSP 2015-029, RFX# 6100005449**), Scheduled to Open: **March 4, 2015**; Date of Issue: **January 16, 2015**

FROM: Paul J. Calapa
Procurement Administrator

DATE: February 24, 2015

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

**THE RFCSP CLOSING DATE IS HEREBY EXTENDED TO WEDNESDAY, MARCH 4, 2015, 2:00 P.M. CENTRAL TIME.**

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

PC/dp