

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT AND OPERATIONS DEPARTMENT



REQUEST FOR PROPOSAL
("RFP")

For

Dockless Vehicle Operations on City Right-of-Way

RFP 19-077

Release Date: Friday, June 7, 2019
Proposals Due: Monday, July 22, 2019

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first day contributions are prohibited is **Friday, June 21, 2019.*****

The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

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

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

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

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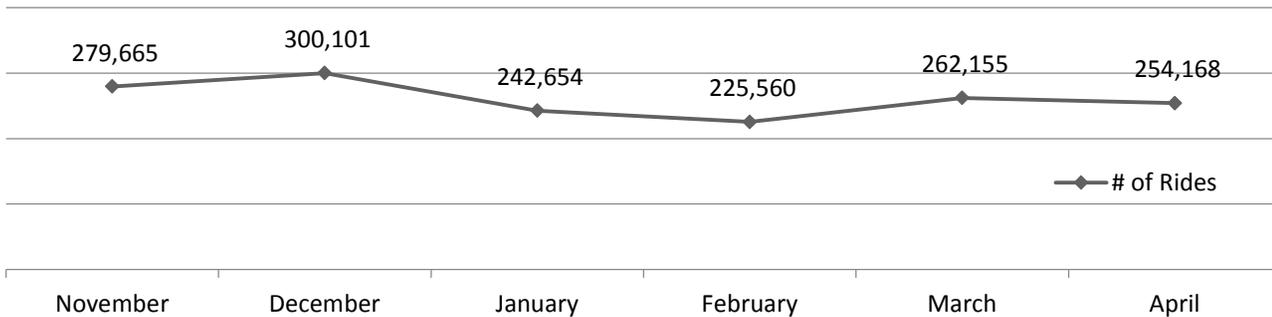
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003 - BACKGROUND

Dockless vehicle services were launched in San Antonio in June 2018 prior to the adoption of a permit program and regulatory structure. Rather than require the removal of dockless vehicles, the City embraced micromobility and adopted a light-handed pilot program [Ordinance 2018-10-11-0803 | Attachment K]. The pilot program allowed the City and residents the opportunity to experience and learn from this disruptive first/last mile transportation option.

Under the pilot program, seven companies obtained permits to operate dockless vehicles. In total, the firms applied for and received 16,100 permits. Due to the high number of operators and the number of permits sought by the companies, City Council implemented a moratorium on February 14th to prevent further growth in the number of operators or the number of authorized vehicles [Attachment L]. At the same time, City Council passed several mid-point amendments to the pilot to address issues that had been identified, including imposing hours of operation between 6:00 AM and 11:00 PM to reduce the high level of accidents that were seen during late night hours. The mid-point amendments also allowed staff to identify sidewalks where vehicles must be removed on a nightly basis in order to mitigate impacts to the downtown public improvement district's sidewalk cleaning efforts.

The average daily deployment for all vendors has varied month-to-month during the pilot program, ranging between 4,577 vehicles in March 2019 to a high of 6,703 vehicles in February 2019. Monthly ridership also fluctuated with a low of 225,560 rides in the month of February 2019 and a high of 300,101 rides in the month of December 2018. Overall, demand for dockless vehicles appears strong with an average number of rides per month of 260,717 between the months of November 2018 – April 2019.



Similar to other communities, San Antonio has experienced resident concern related to rider behavior, rider and pedestrian safety, improper deployment, fallen vehicles, company responsiveness, and the operation of vehicles in areas where riding is prohibited by ordinance. City Council was briefed on a series of proposed policy recommendations to mitigate these issues on May 15, 2019. Pursuing an RFP process to select three vendors and placing a reasonable limit on the number of permits to be issued (5,000 total vehicles) were two of the primary recommendations presented by staff and endorsed by City Council. Each vendor will be authorized to deploy up to 1,666 dockless vehicles. In the event a selected vendor requests a lower amount of permits, the allocation of permits to the other vendors may increase and will be disbursed equally.

The table below outlines the progression of several policy issues, and includes changes that were implemented by City Council through mid-point amendments to the pilot program in February, as well as policy changes that staff intends to bring forward for City Council approval in coordination with the RFP contract awards in Fall 2019.

	October 2018 Pilot Program	February 2019 Amendments	October 2019 Proposals
Hours of Operation	No	6AM – 11 PM	6AM – 11 PM
Sidewalk Riding	Allowed	Allowed	Not Allowed
Speed Limits	None	None	15 MPH
Age Limit	16	16	16
Helmets	Encouraged	Encouraged	Encouraged

Education on Riding Rules / Safety	In-App education on parking requirements, yielding to pedestrians, areas where riding and parking are prohibited, and encouraging the use of helmets.	N/A	In-App education plus decals or tags on vehicles that clearly communicate: <ul style="list-style-type: none"> - The minimum Age - Prohibition on multiple riders - No sidewalk riding - No riding on the River Walk
Parking	Rules adopted, but no specifically dedicated zones.	Dedicated Parking Zones Encouraged	Develop a parking framework with the vendors to clearly identify where dockless vehicles <u>can</u> and <u>cannot</u> be deployed and parked through the creation of defined zones like scooter racks, corals, the furniture zone, etc.
Program Fees	\$10 per Scooter Fee \$500 Application Fee	N/A	\$100 per vehicle + Yr 1 Fee for Scooter Racks & Corrals
# of Vendors	No Cap	N/A	3 Vendors
# of Vehicles	No Cap	N/A	5,000

The proposed annual fee structure is \$100 per vehicle, which has been briefed to City Council, but is subject to change. These fees will be applied towards the cost of administering this program; including staffing for monitoring and enforcement, administrative oversight, and police overtime shifts to enforce riding rules. In addition, a year one assessment of \$75,000 will be divided amongst the operators in order to fund additional infrastructure such as parking corals and racks to address deployment concerns.

004 - SCOPE OF SERVICE

The selected operators shall operate dockless vehicle services to benefit San Antonio residents and visitors with first mile/last mile transportation alternatives. Operators must operate in a safe and orderly manner. Proposals shall describe in detail how the operator will incorporate innovation and new technologies to provide an enhanced customer experience for both residents and tourists.

The operators will bear the overall responsibility of creating safe and affordable dockless transportation options for residents and visitors. In addition, operators must maintain a strong local management team to oversee operations, proactively monitor for fallen vehicles and violations, and respond promptly to violations reported by the City.

The operator shall provide high quality customer service, financial accountability and stability, operational safety and reliability, and ethical business practices throughout the term of the agreement.

Operating Information & Requirements.

- A. The City shall identify three (3) operators authorized to operate a total of 5,000 dockless vehicles. Selected operators shall pay the City an annual permit fee of \$100 per dockless vehicle within 10 business days of the contract award, and in subsequent years, the fee must be received no later than October 15th.
- B. Each selected vendor will be guaranteed a minimum of 1,666 vehicles. To avoid creating potential hurdles for smaller operators that wish to operate in our market, the City will allow respondents to request a lower number of permitted vehicles. In the event a vendor is selected that requests fewer permits, the permits that are awarded to the two other selected vendors may increase equally, but the initial number of permits awarded will not exceed 5,000.
- C. Selected operators shall pay the City a one-time fee of \$25,000 for scooter racks and other improvements to parking zones. The \$25,000 year-one assessment may be adjusted should a vendor proposing a smaller share of vehicles be selected through the RFP process.

- D. The City maintains the ability to add additional vehicles to the selected vendors' permits in the event demand exists and is supported by data.
- E. The selected operators will have exclusive use of City Right-of-Ways to operate dockless vehicles. The City maintains the ability to add an additional permitted operator should a firm develop significant technological or product enhancements that are not present within our market. That permit would be issued through a supplemental Request for Proposals, and subsequent City Council approval.
- F. The operators must maintain a local Fleet Manager who must reside within 25 miles of the City limit. The Fleet Manager's contact info must be provided to the City and they must be available between 7:00AM and 7:00PM, seven days a week.
- G. Operator shall be responsible for exercising sound judgment regarding all aspects of vehicle deployment and operation, including adjustments as a result of weather conditions.
- H. The operator shall cooperate with the City and special event organizers to accommodate events and activities.
- F. The operator shall comply with all applicable City, State, and Federal ordinances, laws, and regulations. This includes ensuring that vehicles that are submerged in the San Antonio River, San Pedro Creek, and other waterways are properly inspected, disposed of, and reported as required by any City, State, and Federal ordinances, Laws, and Regulations.
- G. Operator must indemnify the City, and provide the City with proof of liability insurance with the City of San Antonio named as an additional insured.
- H. The operator must place a visible notification on the dockless vehicle that includes the vendor's contact information and states that riders must be 16 years of age, riding with more than one person on a vehicle is prohibited, that vehicles may not be ridden on the River Walk, and that dockless vehicles may not be ridden on sidewalks.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the 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 infringe upon any United States patent or copyright, Respondent will immediately:

Either:

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

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

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

Respondent further agrees to:

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

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 RFP, 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.

006 - TERM OF CONTRACT

The anticipated term of the proposed contract is two (2) years beginning October 1, 2019 and ending September 30, 2021. The City shall have the option to renew for one (1) additional one (1) year extension. Any renewals shall be in writing, and signed by the parties. The City Manager, his/her designee, or the Director of the Center City Development and Operations Department shall have the authority to execute renewals on behalf of the City without further City Council action.

007 - PRE-SUBMITTAL CONFERENCE AND SITE VISIT

A pre-submittal conference will be held **Friday, June 14, 2019 at 1:00 P.M.** in the La Orilla del Rio Ballroom on the third floor of the International Center Building, 203 S. St. Mary's Street, San Antonio, TX 78205. Attendance at the Pre-Submittal Conference is optional, but strongly encouraged. Respondents that are unable to attend in person may participate by Conference Call for the Pre-Submittal Conference. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: (877) 226-9790

Access Code: 4511640

The meeting place is accessible to disabled persons. The International Center Building is wheelchair accessible. The accessible entrance is located at 203 S. St. Mary's Street. Auxiliary aids and services are available upon request, including interpreters for the Deaf, which must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 or 711 Texas Relay Service for the Deaf.

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.

Please submit one (1) **COMPLETE** original hard copy of your proposal, signed in ink, fifteen (15) hard copies **WITH ONLY TABS and documents for the Executive Summary, General Information Form; Experience and Financial Capability; Quality of Proposal, etc. (NO ECONOMIC TERMS, SBEDA, LPP, AND/OR VOSB forms TO BE INCLUDED in the 15 copies)** and one (1) copy of the complete proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

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

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

EXPERIENCE AND FINANCIAL CAPABILITY. Use the Form found in this RFP as Attachment A, Part Two. Limit response to 10 pages.

QUALITY OF PROPOSAL. Use the Form found in this RFP as Attachment A, Part Three. Limit response to 40 pages.

*ECONOMIC TERMS. Use the Economic Terms Schedule that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

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

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 RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

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

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

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

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

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

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

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

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

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

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed 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 RFP

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

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

010 - SUBMISSION OF PROPOSAL

All proposals must be submitted in hard copy format only.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **fifteen (15)** hard copies **WITH ONLY TABS and documents for Executive Summary, General Information Form; Experience and Financial Capability; Quality of Proposal, etc. (NO ECONOMIC TERMS, SBEDA, LPP, AND/OR VOSB forms TO BE INCLUDED in the 15 copies)** and one copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Dockless Vehicle Operations on City Right-of-Way" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). 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.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on Monday, July 22, 2019** 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 Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: Dockless Vehicles Operations on City Right-of-Way
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: Dockless Vehicles Operations on City Right-of-Way
719 S. Santa Rosa Avenue
c/o Municipal Records Facility
San Antonio, Texas 78204

Proposals sent by facsimile or email will not be accepted.

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. 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 one-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. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall

include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

011 - RESTRICTIONS ON COMMUNICATION

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

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

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **10:00 a.m.**, Central Time, on **Wednesday, June 19, 2019**. Questions received after the stated deadline will not be answered.

All questions shall be sent by e-mail to:

Charisma Esparza, Procurement Specialist III
City of San Antonio, Finance Department
Charisma.Esparza@sanantonio.gov

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

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

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

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. 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, anticipated City Council agenda date and a review of the solicitation process.

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

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

A. Experience, Qualifications, and Financial Capacity (25 points)

B. Quality of Proposal (45 points)

C. Economic Terms (5 points)

- Additional Revenue to City Beyond Established Permit Fee

D. SBEDA Program

SBE Prime Contract Program – (10 points)

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

No evaluation criteria points will be awarded to non-SBE CONTRACTORS through subcontracting to certified SBE firms.

E. Local Preference Program (10 points)

10 evaluation points for local businesses headquartered **for one year or more*** within the incorporated San Antonio city limits,

OR;

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

F. Veteran Owned Small Business Preference Program (VOSBPP) Ordinance - 5 points

5 evaluation points for a prime business that is certified as a veteran-owned small business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City 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. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.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.

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

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 719 S. Santa Rosa, San Antonio, TX 78204.

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

014 - SCHEDULE OF EVENTS

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

RFP Release Date:	Friday, June 7, 2019
Pre-Submittal Conference:	Friday, June 14, 2019 at 1:00 p.m. Central Time
Final Questions Accepted:	Wednesday, June 19, 2019 at 10:00 a.m. Central Time
Proposal Due:	Monday, July 22, 2019 at 11:00 a.m. Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

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

DOCKLESS VEHICLES PROGRAM

(See separate attachment)

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

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

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Center City Development and Operations Department, which shall be clearly labeled "Dockless Vehicle Services" 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. 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 City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Center Development and Operations Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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 whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by 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, 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$2,000,000 per occurrence; \$4,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability* a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
*If Respondent owns or uses any automobiles in the operation of the Contract.	
5. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
6. Umbrella	\$1,000,000.00 per occurrence combined limit <u>Bodily Injury</u> (including death) and <u>Property Damage</u> .
7. Pollution/Environmental Liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation. Coverage to be maintained and in effect for no less than five years subsequent to the completion of the project.

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 name Respondent and City as additional insureds. Respondent shall provide 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 City, 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: Center City Development and Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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 insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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.

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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this 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.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

In order to receive consideration the Respondent must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

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

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

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

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

RFP EXHIBIT 7

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

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

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

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

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

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

4. Is Respondent authorized 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? Yes ___ No ___ If "Yes", state the name of the regulatory
body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?
Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date,
contract amount and reason for failing to complete the contract.

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, QUALIFICATIONS, AND FINANCIAL CAPACITY

Limit response to 10 pages.

Restate questions and provide narrative responses. 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 RFP. List and describe relevant projects of similar size and scope performed over the past two years. Identify associated results or impacts of the project/work performed.
2. Describe specific experience with similar or identical operations, including previous contracts with public entity clients – particularly large municipalities, if any.
3. Provide a list of the five largest cities that you operate in (by population) and the number of vehicles that you are authorized to operate (or permitted to operate) in those cities.
4. Identify qualifications of key personnel and their proposed functions.
5. Financial Plan:
 - a) Describe the proposed financing plan and timeline as it relates to the proposed operation. Indicate if Respondent intends to obtain all, part, or none of financing from lenders; if all or part, indicate dollar amount and include statement of intent, irrevocable letter of credit, and/or financially appropriate statement signed by financial backer unequivocally committing financial backing to Respondent should Respondent be awarded contract as a result of this RFP.
 - b) Provide proof that Respondent will be able to provide irrevocable letter of credit equivalent to any proposed revenue share.
 - c) Provide evidence that Respondent has the financial capacity to complete the full term of the contract, two years with a single one-year extension.
6. Provide a list of cities, universities (public and private), or governmental entities that have awarded you a contract to operate dockless vehicle services as a result of a Request for Proposals over the past 18 months. Include the number of vehicles you are authorized to operate and the term of the contract as well as a point of contact.
7. Provide a list of the markets you currently operate in and the number of vehicles you are authorized to deploy in those markets.
8. Provide a list of any municipalities, universities (public and private), or governmental entities that have provided Respondent with cease-and-desist orders within the past 18 months.
9. List any municipalities, universities, or governmental entities that are currently in litigation with Respondent.
10. Provide a list of any municipalities, universities (public and private), or governmental entities that have revoked or canceled a permit or a contract for services prior to the completion of the initial term, if the action occurred within the past 18 months.
11. If Respondent proposes a revenue share beyond the permit fees as a component of their submission (see Attachment B) then describe Respondent's administrative capacity to make timely payment to City; include examples of similar payment arrangements either with the City of San Antonio or other municipalities, governmental entities, or universities (public and private).
12. Describe any security breaches with your application, whether customer data was accessed, and any steps taken since to enhance the application.

13. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information regarding Respondent's background.

RFP ATTACHMENT A, PART THREE

QUALITY OF PROPOSAL

Limit response to 40 pages.

Restate questions and provide narrative responses.

1. Service/Operating Plan

a. Staffing Plan:

- (1) Describe your local staffing plan for daily operations. Include detail on the number of employees and contract workers working for the company, their role, and a breakdown of staff by time of day. Include detail on any staff augmentation through “gig economy” or contract employees.
- (2) Identify proposed hourly wage positions by job title and hourly pay range.
- (3) Describe employee benefits, if any.
- (4) Describe staff uniforms or uniform policy, if applicable.
- (5) Detail any commitments, partnerships, or methods related to employing low income San Antonio residents.

b. Operations.

- (1) Detail the number of vehicles Respondent is proposing to operate, if fewer than 1,666 vehicles.
- (2) Identify & describe all services you will provide, including the type of vehicles you propose to operate. If proposing multiple vehicle types, then please provide a breakdown by number and vehicle type.
- (3) Provide the dimensions and features of your vehicle(s).
- (4) Highlight any unique aspects of your services from a customer perspective.
- (5) Describe your proposed rate structure.
- (6) Describe methods and plan for achieving a well-maintained and conditioned fleet, including fleet maintenance and repair policies. Attach a copy of your maintenance and repair plan.
- (7) Describe your plan to train staff on San Antonio specific deployment and operational rules.
- (8) Describe how you plan to validate appropriate deployment locations to ensure conformity with San Antonio's deployment requirements.
- (9) Describe whether dockless vehicles will be removed at night, and if so, by what time.
- (10) Detail any examples of innovative deployment and parking solutions that Respondent has implemented in San Antonio or in other markets to ensure conformity with local policies or to address concerns of the municipality.
- (11) Describe any opportunities for adjacent property owners to request removal of a deployment zone. Describe how a resident or property owner may make this request.
- (12) Describe any planned product refresh/replacement plans expected within the next six months. Describe any product enhancements expected within the life of the contract term, include an anticipated date for their introduction.
- (13) Describe the average life span of your dockless vehicles from date of initial deployment to disposal.

- (14) Developing transportation alternatives that produce less carbon or emissions is a priority for City. Related to daily operations (such as deployment, rebalancing, correcting violations, and replacing batteries), detail the number and type of vehicles utilized by Respondent or its contractors, their efficiency, and the average number of vehicle miles traveled daily to support Respondent's operations. Also, detail any plans to reduce vehicle emissions associated with Respondent's operations.
- (15) Identify response time for removal of broken or inoperable vehicles.
- (16) Detail your proposals for addressing sensitive areas where riding and deployment are currently prohibited by Ordinance 2018-10-11-0803 (attachment K). These areas include Alamo Plaza and the River Walk which are cultural treasures with high levels of visibility. Detail the technology that will be used, any warnings that will occur, any slowing of vehicles that will be implemented, and any practices that would prevent or encourage riders not to leave vehicles in these areas. Also, detail any plans or initiatives that may prevent riding in prohibited areas.
- (17) Describe proactive efforts to monitor for and correct fallen vehicles and violations, such as vehicles blocking sidewalks. Provide any metrics for support, such as number of times per day that vehicles are currently adjusted in the San Antonio market or in another example market.
- (18) Describe the duration of time between receiving reports of violations from the City to completing the corrective action. If not currently operating in San Antonio, then provide examples from other markets.
- (19) Describe any proposals to incentivize good riding and parking behavior and disincentives for poor or dangerous behavior.
- (20) Describe operational proposals for special events.
- (21) Describe the geographic area in which you intend to provide service.
- (22) Detail whether Respondent's License Agreement is available in Spanish.
- (23) Detail whether Respondent's smartphone application is available in Spanish.
- (24) Describe any opportunities for customers that lack a smart phone or credit card to utilize your service.
- (25) Describe any features of your product or app that enhance accessibility.
- (26) Describe any proposed equity programs that may either expand availability or reduce cost for low income riders.
- (27) City has developed an equity tool that identifies census tracts with a high percentage of people of color and low income households. The tool can be viewed [here](#). Describe any plans or commitments to serve any census tracts with high overall equity scores (8 out of 10 or higher) and whether pricing will be adjusted to ensure affordability. Provide detail as to which census tracts will be served, the proposed deployment within those areas, and proposed pricing structure, if different from overall pricing detailed above.
- (28) Describe any local partnerships with governmental entities or property owners that enhance first/last mile transportation goals or that create a more orderly dockless environment.
- (29) Describe your proposed method(s) for making helmets available to both residents and visitors.

1. Safety & Rider Education Plan

- (1) Describe the safety of your proposed vehicle(s) as compared to the general marketplace; provide detail on any innovative features that enhance rider safety. Reference any independent evaluations of vehicle safety.
- (2) Provide detail on your proposed rider education campaigns. Include any proposals to educate residents and tourists on our local ordinance, safe riding principles, parking rules, and areas where operation is prohibited.

- (3) Describe any proposals to provide clear written safety and operational rules on the vehicle or attached to the vehicle.
- (4) Describe plan and method of ensuring that vehicle speeds remain below the 15 MPH proposed speed limit.
- (5) Describe any community events or initiatives to educate riders or to provide safety equipment.
- (6) Describe any media, social media, or print campaigns to educate either dockless riders or the operators of motor vehicles.

2. User Agreements, Coverage for Riders, and Indemnification

- (1) Describe whether riders must enter a user agreement to utilize your service.
 - a. If so, what is the length of your user agreement in size twelve font on 8.5" x 11" paper with 1" margins.
- (2) Are riders required to indemnify Respondent should they injure a third party, such as a pedestrian or property owner.
- (3) What coverage does Respondent carry in case of damages to third parties.
- (4) Describe whether the user agreement (or any similar instruments) limits damages available to users, and if so, what are the limits.
- (5) Describe whether your user agreement requires rider to commit to arbitration or mediation when pursuing claims/damages against Respondent.
- (6) Detail the administrative process for injured users to submit claims to Respondent; include the average time period from submittal of claim to completion of the process and the average award.
- (7) Detail whether Respondent carries any medical coverage or coverage for work interruption for riders injured while operating Respondent's product. Describe any circumstances where an injured rider may not be eligible for such coverage.
- (8) Provide a copy of current user agreement(s).

3. Data Provisions

- (1) Describe Respondent's ability to provide Mobility Data Specification (MDS) data to City through API.
- (2) Describe whether Respondent's MDS data includes GPS breadcrumb data that will allow City to understand routes traveled by riders. Describe the time interval for capturing location based breadcrumb data.
- (3) Describe Respondent's ability to provide vehicle deployment locations, current vehicle location and count, and the number of vehicles deployed each day through API.
- (4) Describe the time period that the above referenced records will be stored and remain available to City.
- (5) Describe the number of records that can be queried at one-time so that City can reasonably access and compile the relevant dataset.
- (6) Describe Respondent's ability to produce monthly reports that certify the number of vehicles deployed each day, the number of rides per day, and the number of users.
- (7) Describe whether a web based dashboard will be provided to City. If so, describe the features and reporting available through the dashboard. Include screenshots if helpful.
- (8) Will Respondent provide a dedicated technical point of contact to address questions in a timely manner. If so, please provide the name, direct phone number, and email address for this point of contact.

- (9) Describe Respondent's ability to satisfy the data requirement for Dockless Vehicles [Attachment M]. Detail any areas where Respondent is unable to meet the requirements as detailed in the attachment.
- (10) Describe whether your payment app meets EMV payment standards.

RFP ATTACHMENT B

ECONOMIC TERMS

Limit response to 4 pages.

Restate questions and provide narrative responses.

1. In addition to the year-one assessment and the annual per vehicle fees, Respondent may propose additional revenue to the City. Please outline any additional revenue based on the assumptions below. If the proposed revenue is not a guaranteed amount, then include all assumptions regarding the projection.
 - a. Respondent is authorized to deploy 1,666 vehicles. [Mark answer N/A if Respondent proposes fewer than 1,666 vehicles].
 - b. If proposing fewer than 1,666 vehicles, provide the number of vehicles proposed as well as any additional revenue to be provided by Respondent. [Mark answer N/A if Respondent proposes 1,666 vehicles].

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

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

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. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

SBEDA FORM(S)

(Posted as a separate document.)

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM FORM

(Posted as a separate document.)

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document.)

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

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

RFP ATTACHMENT I

SIGNATURE PAGE

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

By submitting a proposal, Respondent represents that:

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

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

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

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

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

Respondent is able to and will 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

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

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: _____

(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 should answer any questions or provide any information directed specifically to Co-Respondent.

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience and Financial Capability RFP Attachment A, Part Two Limit response to 10 pages	
Quality of Proposal RFP Attachment A, Part Three Limit response to 40 pages	
Economic Terms RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Form RFP Attachment G	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information (Dun & Bradstreet or other financial report)	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One COMPLETE (1) Original, fifteen (15) hard copies WITH ONLY TABS and documents for General Information Form; Experience and Financial Capability; Quality of Proposal, etc. (NO ECONOMIC TERMS, SBEDA, LPP, AND/OR VOSB TO BE INCLUDED in the 15 copies) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

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

RFP ATTACHMENT K

DOCKLESS VEHICLE ORDINANCE, AS ADOPTED ON OCTOBER 11, 2019

(Posted as a separate document.)

RFP ATTACHMENT L

COUNCIL ADOPTED AMENDMENTS TO THE DOCKLESS VEHICLE ORDINANCE

(Posted as a separate documents.)

RFP ATTACHMENT M

DATA REQUIREMENTS FOR DOCKLESS VEHICLE OPERATORS

Minimum Data Requirements:

1. The vendor company shall provide GPS based breadcrumbs data at one (1) minute interval maximum to enable monitoring.
2. The City of San Antonio prefers if Vendor data includes a flag set when trip breaches restricted zones.
3. The vendor shall provide an automated daily feed showing number of devices newly deployed on the streets on that day as well as total number of devices that may have been left on the streets from the previous day.
4. The vendor shall provide a daily feed showing X Y coordinates of where newly deployed devices were dropped off.
5. The vendor company shall provide a data feed capable of delivering trip data with start date-time and end date-time criteria. The data feed should be capable of providing 10,000 trip records at a time.
6. The vendor shall be required to provide a data feed capable of delivering up to 2 years of historical data.
7. The vendor shall be required to provide a data feed capable of delivering up to 2 years of historical deployment data (number of devices on the street).
8. The vendor shall be required to provide a data feed capable of delivering up to 2 years of Geo based deployment data (XY where drops have occurred).

Support Requirements:

1. The vendor shall be required to demonstrate a working data feed with every type of query mentioned above.
2. The vendor shall be required to provide working automated sample code with the right security tokens to access the data feed.
3. The vendor shall be required to provide direct telephone and email access to a technical person able to answer technical setup questions in a timely manner.

RFP ATTACHMENT N

MAP OF STREETS WHERE NIGHTLY REMOVAL IS REQUIRED (SUBJECT TO CHANGE)