



CITY OF SAN ANTONIO
OFFICE OF INNOVATION

**REQUEST FOR PROPOSALS
("RFP")**

for

DIGITAL CONNECTIVITY IN UNDERSERVED COMMUNITY AREAS

(RFP 22-105; RFx 6100015659)

Release Date: July 6, 2022

Proposals Due: October 5, 2022; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first-day contributions are prohibited is Wednesday, July 20, 2022.***

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

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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003 – BACKGROUND

The purpose of this Request for Proposals (RFP) is to determine a path that will allow the City of San Antonio (City or COSA), Bexar County, and other partners to enter into funding agreements with known Internet Service Providers (ISP's) or other firms (Respondents) to design, build-out and provide improved broadband infrastructure / service in underserved communities. Neither the City of San Antonio, Bexar County or other partners will directly own the infrastructure, nor will they serve as a pass through for the customer as an ISP.

This effort is to provide access to information in the form of a public service for the residents of the City of San Antonio and Bexar County. The focus of this effort will be for areas listed as unserved and underserved communities and is included in RFP Attachment B, Price Schedule. The Census Tract information in this list was derived from <https://gis-bexar.opendata.arcgis.com>

The City of San Antonio will serve as the lead agency for this effort.

The RFP will serve as the path for any resulting funding agreements. The RFP will lay out the base requirements for improved broadband infrastructure / service in underserved communities. The RFP will represent the competitive process whereby contracts may be awarded to qualified Respondents that best address level of services detailed in the RFP to the greatest number of residents.

Any resulting funding agreement may be allocated through local, state or federal funding including grants which may be administered through the National Telecommunications and Information Administration via the Infrastructure Investment and Jobs Act. These may include but are not limited to the Broadband Equity, Access, and Deployment (BEAD) Program. The City of San Antonio, Bexar County or other partners may elect to also apply for other grants in the future.

None of the aforementioned agencies will be obligated to compensate Respondent for any work commenced prior to execution of a funding agreement. The funding agreement will lay out the basic responsibilities of the Respondent. As a pass through for funding, the City of San Antonio, Bexar County or participating partner will not be responsible for any project oversight or management; however, the agencies may report non-compliance to the National Telecommunications and Information Administration or other granting agencies for potential sanctions. It will be incumbent on the selected Respondent to perform all duties and meet all labor requirements in accordance with the requirements set forth by the agency providing funding for these agreements.

The goal for the City of San Antonio, Bexar County and other partners is consistent with the National Telecommunications and Information Administration. To further the deployment and use of broadband and other technologies in the City of San Antonio and surrounding area, laying the groundwork for sustainable economic growth; improved education, public safety, and health care; and the advancement of other national priorities.

004 - SCOPE OF SERVICE

The City considers areas as unserved that have less than 25mbps infrastructure to the local neighborhood, not the house or underserved, less than 100/20mbps infrastructure to the local neighborhood, not the house.

The City seeks to understand the current environment and the Respondent's potential plan to scale appropriate fiber connectivity to the areas listed in **Attachment B**. With potential funding available, Respondents either on their own or together with their partners should detail their respective proposal for the design, development, implementation, operations, and ownership of middle mile, last mile, individual household hookup, and affordable service contracts for each individual census tract.

1. Do you currently have 100/20mbps middle or last mile infrastructure to these prioritized resident locations?
2. Are you currently planning to deploy 100/20mbps middle mile or last mile infrastructure to these resident locations? When do you expect full deployment? Would your company be able to provide a cost to accelerate deployment to complete within half of current timeline?
3. Are you willing to work with COSA and County to deploy 100/20mbps middle mile or last mile infrastructure to these prioritized resident locations upon grant approval funding? What is your estimated cost to deploy?

As part of Respondent's proposal, the Respondent must submit a network design diagram, project costs, build-out timeline and milestones for project implementation, and a capital investment schedule evidencing the complete build-out and the initiation of service within five years from the date on which funding may be made available.

Additionally, the Respondent's proposal should identify any additional buildout that can reach a residential dwelling and any available grants or funding that they are actively seeking or asking the City and its agency partners to identify as a funding source to provide last mile service, individual hookups, and affordable service contracts.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

Provided that:

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

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

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

Ownership and Licenses.

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

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

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

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

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

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

City Data

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

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

006 - TERM OF CONTRACT

The City intends to award between 0-37 funding agreements, as a result of this RFP; however, the final number of awarded funding agreements and the duration of such agreements will be determined by the number of proposals received and the outcome of evaluation process.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 10:00 A.M Central Time, on July 18, 2022 and will be via WebEx only. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

Join from the meeting link

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m256971574cf0d1180c62d8a29599a552>

Conference Bridge: 1-415-655-0001

Meeting Number (Access Code): 2459 857 5644

Meeting Password: COSA

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

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

008 - PROPOSAL REQUIREMENTS

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

Submit **one (1) COMPLETE** proposal response electronically through SAePS.

Respondent shall limit information regarding any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

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

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

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

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

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

***PRICE SCHEDULE.** Use the Price Schedule that is found in this RFP as Attachment B. Respondent may attach additional documents to outline price; however, Attachment B must be completed.

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

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

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

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

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

FINANCIAL INFORMATION. [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.

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

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

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment F. 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 G.

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

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing 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

Proposals must be submitted electronically through the portal.

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

Respondent shall limit information regarding any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Proposals must be electronically received no later than **11:00 a.m., Central Time, on Wednesday, October 5, 2022**, through the SAePS portal. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Purchasing Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

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

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

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

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

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

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

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

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

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

011 - RESTRICTIONS ON COMMUNICATION

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

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

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 2:00 p.m., Central Time, on September 6, 2022. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Japan Shah, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Japan.Shah@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. Contacting the Small Business Office regarding this RFP 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. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

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

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

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

A. Experience, Background, Qualifications (30 points):

B. Proposed Plan (50 points):

C. Price (20 points):

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. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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

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

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

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

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

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

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

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 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:	Wednesday, July 6, 2022
Pre-Submittal Conference:	Monday, July 18, 2022 at 10:00 a.m., Central Time
Final Questions Accepted:	Tuesday, September 6, 2022 at 2:00 p.m., Central Time
Proposal Due:	Wednesday, October 5, 2022 at 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

Prior to the commencement of any work under this Agreement, INTERNET PROVIDER COMPANIES will provide a certificate of insurance to the City's Finance Department, and which evidences Employee Dishonesty coverage in the amount of CONTRACT AMOUNT FOR EACH INTERNET PROVIDER less a reasonable deductible to be agreed by the City. The City will be added as a loss payee and shall furnish the original completed Certificate(s) of Insurance to the City's Finance Department, and which shall be clearly labeled "RFP Digital Connectivity in Underserved Community Areas" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to City's Office of Innovation and the Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review 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, but in no instance will City allow modification whereupon City may incur increased risk.

INTERNET PROVIDER COMPANIES financial integrity is of interest to the City; therefore, subject to INTERNET PROVIDER COMPANIES right to maintain reasonable deductibles in such amounts as are approved by the City, INTERNET PROVIDER COMPANIES shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at INTERNET PROVIDER COMPANIES sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with A.M. Best rating of no less than A- (VII). INTERNET PROVIDER COMPANIES financial integrity is of interest to the City; therefore, subject to INTERNET PROVIDER COMPANIES right to maintain reasonable deductibles in such amounts as are approved by the City, INTERNET PROVIDER COMPANIES shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at INTERNET COMPANIES PROVIDER sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by AM. Best Company and/or otherwise acceptable to the City, in the minimum amounts required by state statute and the INTERNET COMPANIES PROVIDER governing board.

INTERNET COMPANIES PROVIDER SHALL BE INSURED TO THE EXTENT REQUIRED BY STATE LAW

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). INTERNET PROVIDER COMPANIES 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 in Section 10.6 herein within 10 days of the requested change. INTERNET PROVIDER COMPANIES shall pay any costs incurred resulting from said changes.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, INTERNET PROVIDER COMPANIES shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if INSURANCE PROVIDER COMPANIES knows of said change in advance, or ten (10) days notice after the change, if the INTERNET PROVIDER COMPANIES did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

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

If INTERNET PROVIDER COMPANIES fails to maintain the aforementioned insurance, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the

agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of INTERNET PROVIDER COMPANIES to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon INTERNET PROVIDER COMPANIES 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 INTERNET PROVIDER COMPANIES to stop work hereunder, and/or withhold any payment(s) which become due to INTERNET PROVIDER COMPANIES hereunder until INTERNET PROVIDER COMPANIES demonstrates compliance with the requirements hereof.

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

It is agreed that INTERNET PROVIDER COMPANIES insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

INTERNET PROVIDER COMPANIES subcontractors will be required to have the same insurance requirement(s) as INTERNET PROVIDER COMPANIES. INTERNET PROVIDER COMPANIES will be responsible for overseeing their subcontractors insurance requirements. INTERNET PROVIDER COMPANIES will have the option to provide insurance for all subcontractors providing services under this Agreement by adding an endorsement on their insurance policy naming such subcontractors as additional insureds on INTERNET PROVIDER COMPANIES insurance policy to the full extent needed to cover the subcontractors for the types and amounts of insurance set out in Subcontractors shall provide INTERNET PROVIDER COMPANIES 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.

RFP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

RFP EXHIBIT 3

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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

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

This section only applies to a contract that:

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

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

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

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

RFP EXHIBIT 4

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

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

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

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

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

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

RFP EXHIBIT 5

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

This section only applies to a contract that:

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

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

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

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

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

RFP EXHIBIT 6

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

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

RFP EXHIBIT 7

GRANT FUNDING PROVISIONS

State Grant Funding Required Auditing Provision.

In the event City utilizes state grant funding, Contractor agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Federal Grant Funding.

In the event City utilizes Federal grant funding, Contractor agrees that all contracts made by the City under the Federal award will contain all applicable contract provisions required by Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R Part 200), in addition to any other provisions required by the Federal agency.

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to each of the components of the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past ten (10) years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's ability to ensure compliance with all Federal, State, and Local laws applicable to the performance of the requested services.
 - A. State whether the Respondent is Local, Regional, National or International.
 - B. State the location of the Office that will have primary responsibility for each phase of the project, as well as the number of professional staffs employed at that Office.
 - C. Describe the range of activities performed by the Local Office.
 - D. State the Respondent's experience as it applies to the Design and Construction of a Fiber Network.
 - E. State the Firm's performance result from similar clients.
 - F. State if any conflicts of interest exist in contracting with the City of San Antonio and Bexar Co. including any potential conflicts of interest that may arise with other public partners within the City of San Antonio area.
 - G. Each applicant must certify that it is technically qualified to complete and operate the proposed project and that it can carry out the funded activities in a competent manner, including that it will use an appropriately skilled and credentialed workforce
3. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City of San Antonio and Bexar Co. in the past, identify the name of the project and the department for which Respondent provided those services.
4. For each of the components, describe staffing and other resources to be dedicated:
 - a) List other resources, including a total number of employees, number, and location of offices, number, and types of equipment available to support this project.
 - b) If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
 - c) Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

1. Respondent should complete the attached Priority Communities sheet (Attachment B) with brief and concise responses that can be tabulated for consideration and quick reference.
2. Respondent must submit a network design diagram, project costs, build-out timeline and milestones for project implementation, and a capital investment schedule evidencing the complete build-out and the initiation of service within five years from the date on which funding may be made available for any of the census tracts for which they are seeking funding.
3. Provide a detailed written summary addressing the following questions for each of the census tracts detailed on Attachment B.
 - A. Do you currently have 100/20mbps middle mile infrastructure to these prioritized resident locations?
 - B. Do you currently have 100/20mbps last mile infrastructure to these prioritized resident locations?
 - C. Are you currently planning to deploy 100/20mbps middle mile or last mile infrastructure to these resident locations? When do you expect full deployment? Provide a cost to accelerate deployment to complete within half of current timeline within Attachment B.
 - D. If answered no to above, are you willing to work with City of San Antonio and Bexar Co. to deploy 100/20mbps middle mile and last mile infrastructure to the home of these prioritized resident locations upon grant approval funding? What is your estimated cost to deploy for each individual census tract detailed in Attachment B?
4. The Respondent's proposal should identify any available grants or funding that they are actively seeking or asking the City and its agency partners to identify as a funding source to provide middle mile, last mile, or individual household service.
5. Are you willing to contribute up to 75% of the cost to deploy the full solution to the home (middle mile, last mile, individual household hookup, and affordable service contracts) for each individual census tract detailed in Attachment B? If not, what percentage would you contribute?
6. Are you willing to provide affordable service contracts of no more than \$30 per month for each household in each individual census tract detailed in Attachment B? If not, what percentage would you contribute?
7. As part of any resulting funding agreement, would your firm agree to reserve strands of fiber for City / County use that could be negotiated through a separate agreement?
8. Describe how / if it is important to include anchor institutions, libraries, universities, medical centers, community centers, parks, churches, etc., as part of the design of your proposal. How does this impact the potential for funding?

RFP ATTACHMENT B

PRICE SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

ATTACHED AS A SEPARATE DOCUMENT

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

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

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFP ATTACHMENT F

SIGNATURE PAGE

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

By submitting a proposal, electronically, Respondent represents that:

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

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

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

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

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

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

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

Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions

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

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

RFP ATTACHMENT G

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the any reference to the Respondent’s proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Experience, Background and Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
Proof of Insurability Insurance Provider’s Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment E	
+Signature Page RFP Attachment F	
Proposal Checklist RFP Attachment G	
+Signed Addenda, if applicable.	
One COMPLETE (1) electronic submission through SAePS.	

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

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