

**CITY OF SAN ANTONIO
OFFICE OF INNOVATION**



**REQUEST FOR QUALIFICATIONS
("RFQ")**

For

CivTechSA Residency

RFQ 18-015 RFx: 6100009878

Release Date: Friday, January 12, 2018
Proposals Due: Monday, February 12, 2018

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003 - BACKGROUND

The City of San Antonio's ("City") Office of Innovation is releasing a Request for Qualifications (RFQ) soliciting proposals from startups interested in applying for the City's CivTechSA Startup Residency ("Residency"). The purpose of the Residency is to bring together local government and startups to develop technology that addresses civic challenges. Startups selected for the Residency will embed into a department for 16 weeks to observe challenges first-hand and work with department staff to develop a customized technology solution to the department's challenge. Following the 16-week development period, the selected startups will present their customized solution to the City and public at a "Demo Day."

The benefit of the CivTechSA Residency to the City is that it increases the City's capacity for innovation providing City Departments an opportunity to purchase technology built specifically for their unique situation. The benefit of the Residency for startups is that it provides a unique opportunity to launch and/or grow a business – government technology is an untapped market ripe for growth and the Residency takes the guesswork out of the development process by allowing the startup to see firsthand exactly what their clients need and want. The biggest benefit of CivTechSA is that it partners the public and private sector to give back to our community, to improve quality of life for residents and develop civic-minded startups who will continue to give back in the future. To that end, CivTechSA is looking to partner with startups that:

- Are within their first 5 years of incorporation or legal establishment
- Are working towards innovation, development, deployment, and commercialization of new products, processes, or services driven by technology or intellectual property
- Have less than \$2 Million in revenue run rate
- Have Less than 10 employees

Interested startups may apply to provide solutions for more than one challenge from the list contained in the Scope of Services section, but could only be selected to participate in the Residency for one (1) challenge. A selection committee will review proposals and select startups for the FY 2018 Residency. Three (3) startups will be selected for the inaugural Residency cohort. The 3 selected startups will work with their applicable departments to finalize an agreement on the scope of work and expected deliverables for the technology-based solution and any other relevant terms of the 16-week engagement prior to the start of the 16-week Residency period.

At the completion of the development cycle and Demo Day, the City will have the option to license the technology-based solution as follows or otherwise contract for use of the software:

- Perpetual License to On-Premise Software: In those cases where the startup develops on-premise software, the City will have the option to license the software in perpetuity free of charge. If the option is exercised, the startup(s) will maintain the software and provide the City with free maintenance for 90 days, during which time the City and startup(s) may negotiate an annual maintenance fee for future years.
- Hosted Software or Applications: In those cases where the software developed is hosted by the startup (i.e., "hosted software"), the City will have the option of a term license with 90 days of access provided free of charge. If the option is exercised, the City and startup(s) may negotiate an annual subscription fee for future years.
- Hardware: In those cases where the startup develops a hardware product, the City will have the option to lease for no monetary consideration or license the product for free for 90 days (including free maintenance). If the option is exercised, the City may elect to purchase or continue leasing the product following the initial 90 days of free use, and in such a scenario, will negotiate a compensation charge and maintenance fee with the participant(s).

Chapter 252 of the Texas Local Government Code requires that municipalities comply with the procedures established for competitive sealed proposals before entering a contract requiring expenditures of more than \$50,000.00. Please note, if the proposed solution exceeds \$50,000.00, the City is required to follow the competitive solicitation process before engaging a vendor. Also, in cases where the startup develops a hosted software solution, special legal requirements apply to the license, hosting and/or purchase option agreement. The City's data, and the startup's data center storing such data, must be located and remain within the United States. The startup shall ensure that all physical or electronic transmission or exchange of data with the City and/or any other parties expressly designated by the City shall take place via secure means (for electronic transmissions using HTTPS or SFTP or the most recent version used in the industry). The Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in its contract with the City. Data shall not be distributed, repurposed or shared across other applications, environments or business units of the startup. The startup shall ensure that no City data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties.

004 - SCOPE OF SERVICE

The City invites proposals for technology-based solutions to the seven (7) civic challenges described below; the three highest scoring responses will be selected for the inaugural year of the program. During the 16-week Residency, the selected startups will be placed with department staff to observe the challenge firsthand, collaborate with staff and develop customized technology solutions to the challenges. Interested startups can submit for multiple challenges, but can only be selected to solve one. At the end of the 16-week Residency period, startups will showcase their solution at a “Demo Day” and departments will have the option to license the solution or otherwise contract for its use.

Responses to a selected challenge should address the questions in Attachment A, parts 2 and 3; answers to these questions will be scored based on the evaluation criteria listed in section 12 of the RFQ document.

Challenge 1

Department: Animal Care Services (ACS)

Project Name: Notification system for individuals who are looking to adopt a pet from a shelter or rescue group

Description: San Antonio Animal Care Services is responsible for finding “forever homes” for over 30,000 cats and dogs that are impounded at the City’s open admission shelter every year. It is estimated that approximately 120,000 visitors visit the ACS shelter every year. Although an inventory of pets available for adoption is available to the community for viewing all pets impounded at the City shelter, there is no system that allows a potential adopter to identify desired criteria (such as age, color, breed type, gender, or species) and then receive automatic notifications when a pet with those criteria become available for adoption. The creation of an automatic reporting system that allows a potential adopter to receive email or text notifications when a cat and dog with the desired criteria is available for adoption at the shelter will improve service delivery to adopters and increase adoption rates.

Technology Need: ACS seeks a solution that will allow a potential adopter to use their phone or computer and select desired criteria (such as age, color, breed type, gender, or species) in an adopted pet. When pets with the desired criteria are identified, the solution would send an email/text notification to the potential adopter with a summary, picture of the pet and the contact info of the agency housing the pet.

Challenge 2

Department: Aviation

Project Name: Easy tool for users of the airport to access information

Description: It is estimated that around 8.3 million passengers passed through the San Antonio International Airport (Airport) in 2017. Part of the Airport’s mission statement is to provide a phenomenal customer experience. The Airport Management Team has identified several ways to enhance the level of service we provide, one of which is providing accurate up-to-date, time-sensitive information. Customers look to modern technology, such as smart phones, to easily access information, based on statistics. Some pertinent information may include the following: Driving directions to the airport, real-time parking space availability and pricing, flight information/status, security checkpoint wait times, concessions offerings, way finding, interactive terminal maps, ground transportation options, airport amenities, art and music program, airport phone numbers, frequently asked questions, availability to offer feedback, SAT Loyalty Program, and SAT seasonal/special events. Information needs to be available in both English and Spanish. The airport currently has a website configured for computers and a separate service for mobile phones. Most of the information required by the user is currently available on multiple websites and should be on one single platform.

Technology Need: The Aviation Department seeks a solution that would be user friendly on a single platform which will integrate and capture various aspects of the user’s journey and touch points.

Challenge 3

Department: Center City Development and Operations (CCDO)

Project Name: One pass transportation program for downtown

Description: The Center City Development and Operations Department facilitates and initiates the development and redevelopment of neighborhoods, businesses and cultural resources within the Greater Downtown Area – an area that is well positioned for residential growth and for mixed-use development. San Antonio is currently experiencing a large amount of economic growth in its downtown area. San Antonio is projected to have more than 7,500 housing units in the downtown area by 2020 and has the top 2 most visited attractions in Texas: the River Walk and the Alamo. Three of the more popular modes of transportation include: Bcycle (SA Bike Share), VIA Metropolitan Transit and the River Barges (Go Rio San Antonio River Cruises shuttle/taxi service). Currently, all three transportation modes operate independently from each other, requiring an individual to purchase separate tickets or passes. CCDO has partnered with these entities to develop a solution so residents, locals and tourists can have a single pass that allows use of all three options for one fee.

Technology Need: CCDO seeks a solution that will provide residents and visitors a single pass that allows use of all three options for one fee.

Challenge 4

Department: Convention and Sports Facilities (CSF)

Project Name: Mobile application tool allowing patrons to navigate the Alamodome and access amenities

Description: Every year, the Alamodome hosts more than one million visitors and an average of 150 events including the Valero Alamo Bowl, Gold Cup Soccer, UTSA Football and numerous community events. Such high profile games and performances attract large crowds, thus creating longer lines at facility entrances, concessions, restrooms, merchandise kiosks and parking lots. Alamodome patron surveys often mention wait times in excess of 45 minutes. This is frustrating for patrons desiring to spend more time watching an event and less time waiting in line.

Technology Need: CSF seeks to develop and implement a mobile application tool to assist patrons in navigating the facility; notifying in real time the shortest concessions/merchandise queue; accessing parking lots and paying for parking; and incidents notification. The solution would also allow the facility to send out push notifications to mobile phones and devices, allowing the facility to offer more effective customer service and a better fan experience.

Challenge 5

Department: Economic Development (EDD)

Project Name: Centralized online navigator that helps entrepreneurs and existing businesses identify/access resources in the San Antonio area to start or grow their business

Description: The City of San Antonio does not have a centralized online navigator to help entrepreneurs and existing businesses easily identify resources in the San Antonio area to start or grow their business. Launch SA, an entrepreneurial center the City of San Antonio administers in partnership with Lift Fund, manages relationships with over 90 local business resource partners; however, the current referral process could be streamlined. These business resources provide entrepreneurs and existing businesses with key knowledge, such as business plans, licensing, permitting, financials, marketing, access to capital, and human resources. Last year alone, Launch SA referred approximately 5,000 individuals to these local business resource partners. Launch SA and entrepreneurs/businesses need a way to more easily/efficiently identify and connect to the City's resource providers. Launch SA would also like the system to track: client engagement with the resource partner (e.g. time between referral request and completion and service delivery satisfaction; commonly requested business assistance; documenting where individuals stall in the business startup phase; and gaps in the business resource community. Ultimately, the goal of this system is to increase business formation/retention rates in San Antonio and enhance our entrepreneurial culture as the public will have easier identification of and access to local business resources. This system will also help Launch SA and the City of San Antonio make more data-driven decisions in developing programming to better serve the entrepreneurial and small business community.

Technology Need: EDD seeks a web based platform to assist entrepreneurs and businesses with resources/referrals and to capture data for Launch SA's reporting, monitoring and process improvement purposes. Note that the City would own the data captured by the system.

Challenge 6

Department: Department of Human Services (DHS)

Project Name: Utility assistance application digitization and status tracking

Description: On an annual basis, the Department of Human Services provides over 8,000 households with emergency electric and water assistance. This is accomplished by determining client eligibility and then pledging utility credits to customer utility accounts to help bring accounts current and/or avoid disconnection of utilities. Low income families across the City face utility service disconnection, with peaks for assistance occurring during the extreme summer heat. Currently, residents requesting assistance are able to mail in or drop off paper applications with required documentation at a central location. However, the volume of paper applications received requires staff to sort through each application to determine program eligibility, and contact the customer via telephone to request missing information and to notify of status of application. Automating this process would dramatically enhance the customer experience with this service.

Technology Need: DHS requests the assistance of a technology partner to create an electronic application that would allow a resident to: 1) apply for utility program assistance and attach required eligibility documentation; 2) automatically pre-screen for income and program eligibility; 3) provide updates on application status to include notifications if a document was missing; and 4) provide a final case summary upon completion. This portal would then transfer client data to a central database and allow a caseworker to easily process the pre-approved application for utility credit pledging.

Challenge 7

Department: Solid Waste Management (SWMD)

Project Name: Automated cart tracking and resident notification system

Description: The Solid Waste Management Department maintains, repairs, and distributes curbside collection carts to over 350,000 households. With the addition of two new garbage cart sizes and a new organics cart in 2017, the Department now has over 1,000,000 carts in circulation. The warehouse team responsible for this cart-related work currently operates on a mostly paper-based data tracking system. Workers sent to complete work orders in the field rely on either paper-based maps or local knowledge of their assigned area for routing, with work orders clustered together based on subjective quadrants of the city. With the complexity of operations and customer expectations for smooth

service growing, there is a need to implement a technological solution that can automate the tracking of inventory and streamline the flow and execution of work orders.

Technology Need: SWMD envisions that the selected team will have the latitude to develop both procedural and technological improvements. The status quo of the Department's warehouse operations is ripe for improvement and innovation. Significant improvements could be made in at least three distinct areas: inventory management, work order management, and customer communication. Solutions could include inventory tracking utilizing RFID, efficient point to point routing for service delivery, and resident text notifications that allows for dynamic interaction to accept, reschedule, or cancel service requests.

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's Office 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 herein, produced in the course of the work required by any contract awarded pursuant to this RFQ, 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 term for a contract awarded in response to this RFQ is for 16 weeks. The City has the option to negotiate an agreement or license with the startup at the end of the 16-weeks.

007 - Q & A SESSION

A Q&A Session (Pre-Submittal Conference) will be held at the offices of Geekdom, 110 East Houston Street, 7th Floor, San Antonio, TX 78205 at **6:00 p.m., Central Time, on Wednesday, January 24, 2018**. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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

Note: Section 010 Submission of Proposal includes instructions on the two options – electronic or hard copy – for submitting the proposal.

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 a hard copy proposal, submit **one (1) COMPLETE** original hard copy of your proposal, signed in ink, **ten (10) hard 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 highlight the key points and strengths of the proposal, including challenges perceived by Respondent and their solutions.

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

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

PROPOSED CHALLENGE SOLUTION. Use the Form found in this RFQ as Attachment A, Part Three.

CONTRACTS DISCLOSURE FORM. Instructions regarding Contracts Disclosure Form are in RFQ Attachment B and restated below:

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

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

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

https://www.ethics.State.tx.us/whatsnew/elf_info_form1295.htm

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 RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

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

Respondent is expected to examine this RFQ 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 RFQ

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

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

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal **OR** in hard copy format.

Submission Electronically

To submit electronically, respondents first need to register as a City vendor at <http://www.sanantonio.gov/purchasing/saeps>. Registered vendors can then use the following portal to submit proposals electronically: <https://supplierservice.sanantonio.gov/irj/portal>

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) COMPLETE** original proposal signed in ink, and **ten (10)** hard copies and one (1) **COMPLETE** copy of the proposal on compact disk (CD) and flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**RFQ 18-015 RFx: 610009878 CivTechSA Residency**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFQ 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, February 12, 2018** 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:

City of San Antonio - Office of the City Clerk
Attn: **RFQ 18-015 RFx: 610009878 CivTechSA Residency**
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio - Office of the City Clerk
Attn: **RFQ 18-015 RFx: 610009878 CivTechSA Residency**
100 Military Plaza
1st. Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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

To submit electronically, respondents first need to register as a City vendor at <http://www.sanantonio.gov/purchasing/saeps>. Registered vendors can then use the following portal to submit proposals electronically: <https://supplierservice.sanantonio.gov/irj/portal>

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 or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFQ Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **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.

For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name. Respondents who submit proposals to this RFQ 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 RFQ as Attachment A, Part One.

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 the 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 shall remain valid for ninety (90) 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

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFQ or proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ 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 RFQ at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until **10:00 a.m., Central Time, on Wednesday, January 31, 2018.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Denise Flotte, C.T.P.M. Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
denise.flotte@sanantonio.gov

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

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 CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFQ.

The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. 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.

Evaluation Criteria:

A. Demonstrated Applicable Experience, Background, Qualifications (up to 40 points)

1. Expertise of the startup in the fields necessary to execute the proposal
2. Relevant experience of team members
3. Professional qualifications and education of team members
4. Relevant certifications and skills
5. Record of past successes developing technology

B. Proposed Challenge Solution (up to 60 points)

1. Demonstrates a comprehensive understanding of the nature and scope of the challenge
2. Extent to which the solution creatively and effectively addresses the challenge area
3. Whether the solution is compatible with or flexible enough to work with the City's IT infrastructure or City requirements
4. Demonstrated ability and commitment to provide the resources and staff time to actively participate in and work with the City department during the 16-week program, including attending in-person meetings, conducting field observations and time working with staff to understand the challenge well
5. Whether the solution is a good business opportunity that is scalable to other departments, agencies and/or cities

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 RFQ.

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 RFQ 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 RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ 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 RFQ 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 RFQ does not commit City to enter into a Contract, award any services related to this RFQ, 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 <http://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 §176.066(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 176.066(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/filinginfo/conflict_forms.htm

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, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

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 RFQ:

RFQ Release Date	Friday, January 12, 2018
Pre-Submittal Conference (Q&A Session)	Wednesday, January 24, 2018, 6 p.m., Central Time
Final Questions Accepted	Wednesday, January 31, 2018, 10:00 a.m., Central Time
Proposal Due	Monday, February 12, 2018, 11:00 a.m., Central Time

015 - RFQ EXHIBITS

RFQ EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

<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: 1. a. Premises/Operations 2. b. Products/Completed Operations 3. c. Personal/Advertising Injury	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Cyber Liability Insurance	\$1,000,000 per occurrence

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

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

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

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

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

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

H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

RFQ EXHIBIT 2

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

INDEMNIFICATION

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

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

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

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

RFQ EXHIBIT 3

HB 89 Relating to state contracts with and investments in companies that boycott 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.

"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 sole proprietorship, 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.

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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

016 - RFQ ATTACHMENTS

RFQ 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: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Date and Type of Service(s) Provided: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items for the Residency Startup team.

1. Who is on your team? Please list key team members, their role and include a resume for each.
2. How long has the startup team been in existence and/or operational?
3. What kinds of education, certification, professional qualifications, and/or skills do the members of the startup have?
4. What kind of relevant expertise to the chosen Challenge or field does the startup team have?
5. What examples of successful solutions and/or services has the startup team developed?
6. Do you have previous experience working with government and public agencies? If so, please describe. If you haven't worked with government, you may also share experience working with nonprofits, social enterprises, or pro bono projects.

RFQ ATTACHMENT A, PART THREE

PROPOSED CHALLENGE SOLUTION

Prepare and submit responses to the following items.

1. Which challenge are you applying for?
2. Why did you choose this challenge?
3. What is your proposed solution to this challenge?
4. What is unique about your approach?
5. How can you ensure your team will be successful in addressing this challenge?
6. Do you think this solution could be scaled to other departments, agencies and/or cities?
7. Is your team available to meet in person with City of San Antonio Department staff at key points during the 16-week residency? We do not require your team to be co-located for the entire duration of the 16-weeks, however we need a commitment that your team's key members will be physically accessible for the scoping workshop, kickoff, discovery period (e.g. user research and observations), bi-weekly check-in meetings, and Demo Day.
8. If the City chooses to license the solution, what is the estimated cost? While the cost will not factor into your score, this information will help Departments prepare their budgets in order to set aside funding to purchase the solution, if interested, at the end of the Residency.

RFQ ATTACHMENT B
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 Discretionary Contracts Disclosure form are listed below:

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

RFQ ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFQ ATTACHMENT D

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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

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.

“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.

“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) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“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.

RFQ ATTACHMENT E

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, whether electronically or by paper, Respondent represents that:

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

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 1 & 2.

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

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

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

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

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

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.)

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFQ ATTACHMENT F

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 Form and References RFQ Attachment A, Part One	
Experience, Background, & Qualifications RFQ Attachment A, Part Two	
Proposed Challenge Solution RFQ Attachment A, Part Three	
+Contracts Disclosure Form Per instructions in RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
+Certificate of Interested Parties (Form 1295) RFQ Attachment D	
Proof of Insurability (See RFQ Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Signature Page RFQ Attachment E	
Proposal Checklist RFQ Attachment F	
One COMPLETE (1) Original, ten (10) hard copies and one (1) CD or USB flash drive of the COMPLETE proposal in PDF format if submitting in hard copy.	
+Signed Addendums, if applicable.	

+Documents marked with an “+” on this checklist require a signature.

Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.