

AN ORDINANCE 2017-12-14-1017

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR AN INITIAL FIVE-YEAR TERM WITH IKE SMART CITY, LLC TO INSTALL, OPERATE AND MAINTAIN 25 DIGITAL COMMUNITY KIOSKS WITH AN AGREEMENT THAT IKE SMART CITY, LLC WILL PAY THE CITY THE GREATER OF 21.5% OF GROSS REVENUE FOR EACH IKE KIOSK OR A MINIMUM ANNUAL GUARANTEE OF \$937,080.00 FOR THE INITIAL FIVE-YEAR TERM.

* * * * *

WHEREAS, City Council approved nine smart city projects in the FY 2017 budget, including one for Digital Community Kiosks to provide services for residents and visitors; and

WHEREAS, the City released a Request for Proposals (RFP) to provide the City with 25 digital community kiosks (IKE kiosks), including installation, operation, and maintenance; and

WHEREAS, the kiosks will include hyper-local information on way finding, public transit, b-cycle, events, jobs, will serve as Wi-Fi hotspots, have air quality and pedestrian sensors, and can provide emergency communications; and

WHEREAS, staff recommends IKE Smart City, LLC for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by IKE Smart City, LLC to provide the City with 25 digital community kiosks, including installation, operation, and maintenance, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the Agreement is attached hereto and incorporated herein for all purposes as **Exhibit A**.

SECTION 2. Placement of digital kiosks in the City complies with Chapter 28, section 28-10 of the City Code of San Antonio, Texas.

SECTION 3. Funds generated by this Ordinance will be deposited into Fund 11001000, Internal Order 211000000105 and General Ledger 4407744.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

JK
12/14/17
Item No. 36

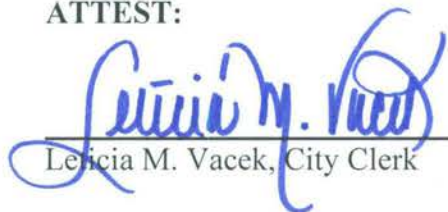
SECTION 5. This Ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 14th day of December, 2017.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	36						
Date:	12/14/2017						
Time:	02:03:51 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of a professional services agreement for an initial five-year term with IKE Smart City, LLC to install, operate and maintain 25 digital community kiosks at no cost to the City with an agreement that IKE Smart City, LLC will pay the City the greater of 21.5% of net advertising revenue generated from each IKE kiosk or a minimum annual guarantee of \$150,000.00 for the first year prorated to coincide with the operational date of the kiosks and a total of \$787,080.00 for the following four years of the initial term, with the City's option to renew for up to four additional one-year periods; and authorizes IKE Smart City, LLC to advertise off premises in accordance with Chapter 28, Section 28-10 of the City's Municipal Code. [María Villagómez, Assistant City Manager; Jose de la Cruz, Director, Innovation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

JK
12/14/17
Item No. 36

EXHIBIT A

**INTEGRATION AGREEMENT FOR
THE CITY OF SAN ANTONIO
DIGITAL COMMUNITY KIOSKS**

**REQUEST FOR PROPOSAL
NO.: 17-039**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND
IKE SMART CITY, LLC**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and IKE SMART CITY, LLC, ("IKE"), both of which may be referred to herein collectively as the "Parties." IKE's response to the RFP was under its previous business name of Orange Barrel Media, LLC.

The purpose of the Agreement is to permit the installation and operation of, and the display of Advertisements on, twenty-five (25) IKE Kiosks at various Locations within the City, all as more particularly described in and in accordance with the terms of the IKE Agreement, attached hereto as Exhibit D and incorporated herein by reference. In the event of conflict between the terms of this Agreement and the terms of the IKE Agreement, the IKE Agreement shall govern and control. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the IKE Agreement.

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

1.0 CONTRACT DOCUMENTS

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

- a. This Integration Agreement;
- b. City's Request for Competitive Sealed Proposal (RFP) 17-039, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A);
- c. IKE Statement of Work (Exhibit B);

- d. IKE Response to RFP 17-039 (Exhibit C); and
- e. IKE Agreement (Exhibit D).

2.0 TERM

The term of the Agreement will be for a 5 year period. The City shall have the option to renew for up to 4 additional 1 year periods without further City Council approval.

3.0 INSURANCE

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and

a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

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

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

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, IKE shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to

suspend IKE's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

4.0 INDEMNIFICATION

IKE 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 IKE'S activities under this Agreement, including any acts or omissions of IKE, any agent, officer, director, representative, employee, consultant or subcontractor of IKE, 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 IKE 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. IKE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or IKE known to IKE related to or arising out of IKE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at IKE's cost. The CITY shall have the right, at its option and at its own

expense, to participate in such defense without relieving IKE of any of its obligations under this paragraph.

5.0 LAW APPLICABLE

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

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

6.0 TERMINATION

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

6.2 Termination Without Cause. This Agreement may be terminated by City upon 60 calendar days written notice at any time after the end of contract Year 3. In the event of such termination by City, City shall pay IKE a fixed amount equal to \$2,500,000.00, which amount shall be payable on or before the date of termination. The City's obligation to pay the amount set forth in this Section 6.2 shall survive termination of this Agreement..

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

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

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

6.4 Defaults With Opportunity for Cure. Should IKE default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. IKE shall have thirty (30) calendar days after receipt of the written notice to cure such default. If IKE fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate.

6.4.1 Bankruptcy or selling substantially all of company's assets

6.4.2 Failing to perform or failing to comply with any covenant herein required

6.4.3 Performing unsatisfactorily.

6.4.4 Failure to meet acceptance test criteria approval on the third attempt.

- 6.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 6.6 Regardless of how this Agreement is terminated, IKE shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by IKE, or provided to IKE, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by IKE. Payment of compensation due or to become due to IKE is conditioned upon delivery of all such documents, if requested.
- 6.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue IKE for any default hereunder or other action.
- 6.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, and such appropriation is necessary to enable the City to administer the operation of the IKE kiosks and the City will not otherwise recoup all, or such portion that is not appropriated, of its administration costs from the Rent payable pursuant to the terms of the IKE Agreement, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, IKE shall be entitled to payment in full for all work which IKE has performed in accordance with this Agreement and all equipment which IKE has delivered to the City pursuant to this Agreement.

7.0 ENTIRE AGREEMENT

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

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

CITY OF SAN ANTONIO

IKE SMART CITY, LLC

Jose De La Cruz
Chief Innovation Officer



Pete Scantland
Chief Executive Officer

Date: _____

Date: 12/13/17

Approved as to Form:

Assistant City Attorney

Exhibit A

CITY OF SAN ANTONIO
OFFICE OF INNOVATION



REQUEST FOR PROPOSALS
("RFP")

for

DIGITAL COMMUNITY KIOSKS
(RFP 17-039)

Release Date: Monday, May 1, 2017
Proposals Due: Friday, June 2, 2017

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist, or consultant retained to assist in seeking contract.

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

****For this solicitation, the first day contributions are prohibited is Monday, May 15, 2017.***

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

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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003 - BACKGROUND

The City of San Antonio ("City") Office of Innovation is releasing an Request for Proposals (RFP) to solicit proposals from qualified consultant(s) who are interested in providing the City specialized services to install, operate, and maintain digital community kiosks to provide information of interest to residents and tourists.

The City is interested in a consultant who is able to install an initial twenty-five (25) digital community kiosks (See RFP Exhibit 6) with the following features to include but is not limited to:

- Free Public Wi-Fi – Wi-Fi hotspots will allow users to stay connected;
- Hyper-Local Information – Users can find events, businesses, restaurants, and other information for the area they are in;
- Digital Advertising – Touchscreens can be used to advertise local businesses and provide public service announcements;
- Multi-lingual – Content will be available in English and Spanish as a requirement. Additional language selections are preferred;
- City Services – Users will be able to access information on City services, way-finding and other transportation options;
- Access for All – Kiosks will be ADA-accessible.

The City has identified several potential locations for the kiosks, included in RFP Exhibit 6. Additional locations will be identified with the selected vendor as well as input on the current planned locations will also be discussed.

004 - SCOPE OF SERVICE

This project will implement a Digital Community Kiosk System, providing information of interest to residents and tourists. Features and functions being sought include but are not limited to:

- "Smart" type of interactive kiosk available to the public, to be used in either indoor or outdoor locations throughout the city, to provide information on and promote events, activities, and services to visitors and residents.
- Multi-language support, the ability to support English and Spanish is required, additional language selections are preferred.
- Kiosks will be accessible to persons with disabilities and adhere to ADA and other relevant legal requirements.
- The City will be the primary content provider and sponsor on the Smart Kiosk installations. The City will also have approval of all content, advertising or otherwise, that appears on kiosks. The kiosk installations will be consistent with the City of San Antonio style, including meeting requirements of the Historic Design & Review Commission.
- The system shall accept documents, web links, maps, images, and other content from the City for presentation on the kiosks. Vendors should state the standard formats that support development of this content.
- Vendors must show how the City can provide and manage this content at no cost to the City.
- Kiosk content must be protected against unauthorized access.
- The system will provide Wi-Fi internet service free to the public for a radius of 50 meters around each kiosk, with bandwidth and IP connections sufficient to support 100 users at each kiosk, scalable at up to 200 users in high-traffic areas.
- Vendor will coordinate with the City on choices of sites for kiosks.
- Vendor and City will coordinate the initial content to appear on kiosks.
- Vendor must provide a detailed plan for marketing and promoting the kiosks as advertising space. The City reserves the right to limit advertising with characteristics deemed inappropriate for a government sponsored kiosk.
- A successful vendor agrees to maintain high standards relative to advertising copy and content, including, but not limited to compliance with the Advertising Guidelines, attached to this RFP as Exhibit 7.
- The system must make reports available for the City to pull as required to show usage statistics and other information to guide the City's content strategy.
- System must be able to support real-time GTFS feeds for transit data.

Partnership

- The City envisions the Digital Community Kiosk endeavor as a public-private partnership with the operation & maintenance of the kiosks provided by the vendor with income from advertisers in compensation.
- Vendor is solely responsible for installation, utilities, permitting, and other requirements for installing, maintaining, and operating kiosks.

- The City is considering a small number of locations where advertisements are not able to be included on the kiosks (See RFP Exhibit 6). Provide the recommended structure for the O&M of those kiosks separately, as well as the associated costs.

Preferred Requirements

The City would also prefer the following to be available through the kiosks:

- A mobile application providing the same information and services as the kiosk.
 - Kiosk content will be displayable on iOS and Android devices within Wi-Fi range of a kiosk, providing the same information and services as available at a physical kiosk.
 - Anonymous pedestrian statistics to provide information on pedestrian routing and visitors in areas surrounding the kiosks.
 - The City would like Respondents to include if the kiosks are able to support the taking of payments for transit for VIA Metropolitan Transit. At a future date, the City will pursue the potential to take payments through the kiosk for additional services.
- **Credit card transactions.** Contractor shall use City's merchant number and processor to process credit card transactions.
 - The City has an exclusive Merchant Banking (credit card services) relationship. In accordance with the credit card services contract, the current provisions indicate that the City's Merchant Banking contractor shall be the City's exclusive provider of all transaction processing services (including, without limitation, the authorization, conveyance and settlement of transactions), and City shall not use the services of any bank, corporation, entity or person other than them for such services.
 - The Respondent must be certified to process credit card transactions through the City's current Merchant Banking Services Provider Chase Paymentech, LLC. Should the City's Merchant Banking Services Provider change, the Respondent must have the capability of adjusting and be required to adjust to accommodate possible changes. These provisions are applicable to any proposed subcontractors that are included in the Respondents bid response.
 - In the event that Respondent either stores, processes, manages, transmits, and/or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Security Standards Council (SSC) standards (ie. Payment Application (PA), Data Security Standards (DSS) and/or Credit Card Brand Service Provider Registration) and provide any certification and/or other documentation required to ensure PCI-SSC compliance as requested. Respondent will be required to provide a status report and evidence of validation of compliance at least annually. This provision is applicable to any proposed subcontractors that are referenced in the Respondents proposal response or added at a later date.
 - In the event that the service being offered to the City requires card brand registration, the Respondent shall comply in order to conduct business with the City. This provision is applicable to any proposed subcontractors that are referenced in the Respondents bid response or added at a later date.
 - The Respondent's credit card software, interface, or third party application must include testing and the recommended implementation process, as well as a sample implementation schedule.
 - If the City requires the use of multiple merchant accounts for various locations and/or facilities, the Respondent's software, interface, or third party application must have the capability of processing and accommodating multiple merchant accounts.
 - The proposed solution must be EMV compliant.

Budget

Through this RFP, licenses and operation of the digital community kiosks will be the sole responsibility of the selected Respondent without contribution or subsidy by the City.

The selected Respondent will pay to the City, on a monthly basis, a percentage of the **net** revenue-generated amount derived from the operation of the kiosks equal to the gross revenue less the upfront costs for the purchase and installation of the machines, or a Minimum Annual Guaranteed ("MAG"), whichever is greater. The Selected Respondent must

provide both options. The City will also consider providing funding for the purchase and installation of the kiosks. If that is to occur, provide any changes to the percentage of net revenue-generated revenue amount and the MAG. The City will review both options and select one of the two to move forward with in an agreement. Additional details regarding these options are including this in this RFP document in Attachment B.

005 - ADDITIONAL REQUIREMENTS

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

Ownership and Licenses.

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

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

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

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

006 - TERM OF CONTRACT

The anticipated initial term for a contract awarded in response to this RFP is five (5) years. The City shall have the option to renew under the same terms and conditions for up to four (4) additional, one (1) year extensions. All renewals shall be in writing and signed by the Director, or their designee, without further action by the San Antonio City Council.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio, Finance Department - Purchasing Division, Large Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **10:00 a.m. Central Time, on Monday, May 8, 2017**. 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.

This meeting place is accessible to disabled persons. The City of San Antonio, Finance Department - Purchasing Division, Large Conference Room is wheelchair accessible. The accessible entrance is located at 111 Soledad. Accessible parking spaces are located at the Rand Garage, next door to the Riverview Towers. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

008 - PROPOSAL REQUIREMENTS

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

Please submit a hard copy proposal, submit **one (1) COMPLETE** original hard copy of your proposal, signed in ink, **ten (10) hard copies WITH ONLY TABS** and documents for the **General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO Compensation, SBEDA, Local Preference, and/or Veteran-Owned Small Business Preference Forms SHOULD BE INCLUDED in the 10 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.

TABLE OF CONTENTS

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 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.

*COMPENSATION SCHEDULE. Use the Compensation Schedule that is found in this RFP as Attachment B.

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295). Complete, sign, have notarized, and submit Form 1295, found in this RFP as Attachment H.

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 RFP Exhibit 2 if awarded a contract in response to this RFP. 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 RFP as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

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

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP 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 RFP 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 RFP.

010 - SUBMISSION OF PROPOSAL

Proposals should be submitted in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one (1) **COMPLETE** original signed in ink, **ten (10)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO Compensation, SBEDA, Local Preference, AND/OR Veteran-Owned Small Business Preference Forms TO BE INCLUDED in the 10 copies)** and one (1) **COMPLETE** copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"DIGITAL COMMUNITY KIOSKS"** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on Friday, June 2, 2017** 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: RFP for Digital Community Kiosks
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio - Office of the City Clerk
Attn: RFP for Digital Community Kiosks
100 Military Plaza
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 1/2" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

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

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, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) calendar 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, attendance at the Pre-Submittal Conference and Site Tours, 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) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 10:00 a.m., Central Time, on Friday, May 12, 2017. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Laura Sambrano, CPPB, CTP
Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
laura.sambrano@sanantonio.gov

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, Lucy Barbosa, may be reached by telephone at (210) 207-3910 or by e-mail at Lucy.Barbosa@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

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

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals 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 business days from City's request.

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 and 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 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.

Evaluation Criteria:

- A. Experience, Background, Qualifications (25 points)
- B. Proposed Plan (30 points)
- C. Compensation (10 points)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points)

SBE Prime Contract Program (10 points)

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

M/WBE Prime Contract Program (10 points)

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

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

SUBCONTRACTING REQUIREMENT:

Small Business Enterprise (SBE) Subcontracting Program – Subcontract or self-perform at least four percent (4%) of total contract value to SBEDA eligible small firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). Please see the definition of SBE in Section C in RFP Exhibit 1.

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

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

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

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

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

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <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 neither the City nor the Commission shall in any 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 176.006(a-1), Texas Local Government Code.

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

https://www.ethics.state.tx.us/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 RFP:

RFP Release Date	Monday, May 1, 2017
Pre-Submittal Conference	Monday, May 8, 2017, 10:00 a.m., Central Time
Question Deadline	Friday, May 12, 2017, 10:00 a.m., Central Time
Proposals Due	Friday, June 2, 2017, 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a specified subcontracting goal included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. Late Waiver requests will not be considered. More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

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

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the

Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

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

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

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

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBES in order to identify qualified and available SBE or M/WBE Subcontractors.)

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

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

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

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

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation

Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

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

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

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

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

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

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

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

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

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

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

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

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

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

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

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

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements

may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

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

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

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith

Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

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

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 8. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm, and

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 7. (f), this contract is also being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract or self-perform at least four percent (4%) of its prime contract value to certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). If the Prime CONTRACTOR is a certified SBE firm, then the CONTRACTOR is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE Prime CONTRACTOR does not self-perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor

shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

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

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

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

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Office of Innovation, which shall be clearly labeled "Digital Community Kiosks" 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 Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. 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. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent 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) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

RFP EXHIBIT 3

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' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, respondent 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' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

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

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

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

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

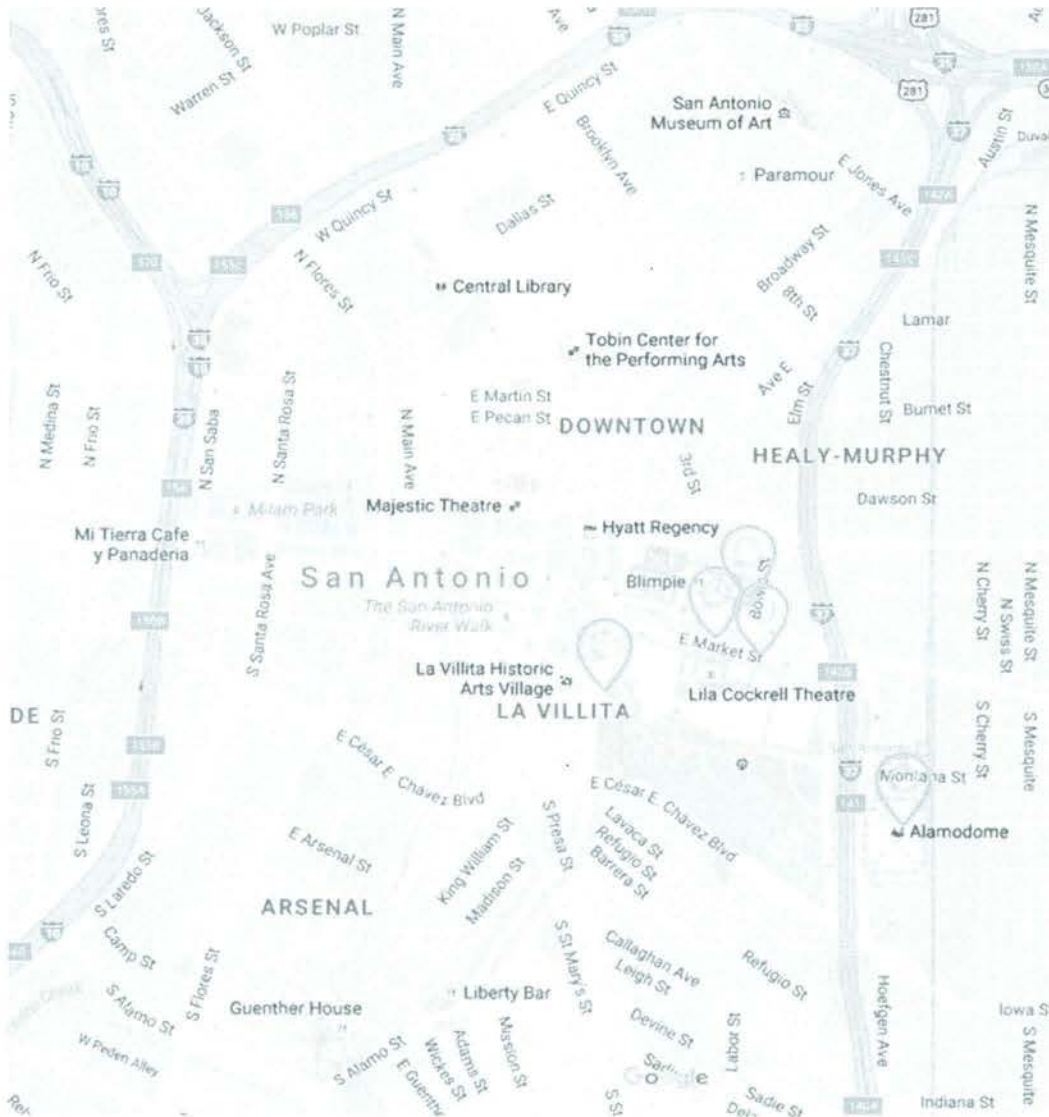
For more information on the program, refer to the Veteran-Owned Small Business Program Identification Form attached to this solicitation.

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

RFP EXHIBIT 6

Potential Digital Community Kiosk Locations

The City has identified the following locations for a portion of the initial 25 kiosks. The exact locations of the planned kiosks are available for input from the selected vendor prior to installation.



- Convention Center (Garage & Entrances) – 3 Kiosks
- San Antonio International Airport – 2 Kiosks
- Mission San Jose - 1 Kiosk (not pictured)
- Mission Concepcion – 1 Kiosk (not pictured)
- HemisFair – 1 Kiosk
- Alamodome – 1 Kiosk

Notes on Specific Kiosks

- The sites at Mission San Jose & Mission Concepcion are on National Park Land. Therefore, advertisements would not be available.

RFP EXHIBIT 7

ADVERTISING GUIDELINES

General Standards

All advertising material displayed in a City of San Antonio Commercial Advertising Venue will be reviewed and must conform to all applicable governmental laws and regulations and to these standards and policies. The basic principles of Commercial Advertising acceptance by the City are: (1) advertising should be honest and in good taste, (2) claims should be substantiated and qualifying information about the attributes or use of a product should be disclosed whenever qualifying information is required to avoid misleading consumers. In order to determine the acceptability of advertising material, City of San Antonio has the right to investigate the advertiser and the accuracy of all statements and claims made in advertising copy, including requiring the advertiser to have substantiation or documentation providing a reasonable basis for the claims.

City of San Antonio reserves the right to:

1. accept or reasonably reject, at any time, advertising for any product or service submitted for display in its Commercial Advertising Venues;
2. require elimination or revision of any material in advertising copy which violates the City of San Antonio's standards, policies or guidelines; federal, state or local laws or regulations; or is otherwise contrary to the public interest;
3. require revision of any advertising matter to meet emergency circumstances or situations of unusual significance; and
4. reject any advertising that is or might be injurious or prejudicial to the interests of the public, the City or honest advertising and reputable business in general.

Content Regulations

Advertising to be placed in Commercial Advertising Venues is subject to the following Advertising Content Regulations:

Advertisers may include only commercial material which is lawful and of the highest possible standards of excellence and in this regard Advertisers will ensure that the following conditions are observed with respect to all advertising. There shall be:

1. no material that may violate any rights of any person, firm or corporation;
2. no false, unsubstantiated or unwarranted claims for any product or service, or testimonials that cannot be authenticated;
3. no advertising of any habit-forming drugs, tobacco products, adult-only entertainment, sexually-oriented businesses, firearms or firearm ammunition;
4. no material constituting or relating to a lottery, a contest of any kind in which the public is unfairly treated or any enterprise, service, or product which would tend to encourage, aid, abet, assist, facilitate or promote illegal gambling, except that Advertisers may accept advertising from the official state lottery of the state of Texas;
5. no advertising for a product or service which is illegal per se or has no legal use;
6. no appeal or solicitation for funds or solicitation of volunteer efforts (e.g., "give your time");
7. no advertisement which is in whole or part defamatory, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment;
8. no false or ambiguous statements or representations that may be misleading to the audience;
9. no advertisement that includes any element of intellectual property without the owner's consent to such use, including but not limited to music master, mechanical, performance and synchronization rights or gives rise to any

other colorable claim of infringement, misappropriation or other form of unfair competition;

10. no disparagement or libel of specific competitors or competitive products; or
11. no advertisement that is or may be injurious or prejudicial to the interests of the public, or honest advertising and reputable business in general;
12. no advocacy advertisement that supports or opposes a candidate, issue or cause; (e.g., political or issue-oriented); however, advertisements that advocate non-issue oriented messages (e.g., get a colon cancer check-up soon) are permissible on a case by case basis. The City will not accept commercial advertising that consists, in whole or in part, of political advocacy or issue-oriented advertising. All advertisements submitted by or on behalf of advocacy organizations that also engage in consumer-oriented activities, such as the sale of goods and services must be submitted for approval in a timely fashion to ensure that the advertisements are not "advocacy-oriented";
13. no advertising for products that contain distilled liquor or spirits, regardless of the percentage of alcohol, or advertising for nonalcoholic products containing the name of a distilled product or a distiller or company associated with hard liquor is not acceptable. While these products frequently have a legitimate business purpose independent of the hard liquor brand, they invariably promote the hard liquor brand as well. Therefore, Jack Daniels Barbecue Sauce would not be acceptable both because it contains hard liquor (before cooking) and because it serves as a device to promote Jack Daniels brand whiskey. Johnnie Walker clothing would not be acceptable because while it exists both as a chain of retail stores and a line of clothing, it also serves as a means of promoting hard liquor products, unless approved by the Director;
14. no advertising which supports or opposes a religion, denomination, religious creed, tenet or belief;
15. no advertisements promoting tattoo parlors, pawn shops, or check cashing businesses; and
16. no advertisement shall be permitted that promotes or depicts violence or anti-social behavior or presents a danger of causing riot, disorder or other threat to public safety, peace or order;

In addition to these restrictions the following regulation shall apply in the following specific situations:

1. Advertisements for pharmaceutical products (including NDA products) that are subject to the US Food and Drug Administration (FDA) oversight must comply with FDA regulations regarding advertising and promotion;
2. In the case of trade association or institutional advertisements (e.g., Office of National Drug Control Policy), the City requires not only that the name of the sponsor be clearly disclosed, but that the words "Paid for by" or "Sponsored by" be used. This also applies to advertisements purchased by public service organizations or governmental or quasi-governmental organizations;
3. Advertisements may not represent a product or service which presents a conflict of interest with any policy, objective or mandate of the City, including these guidelines;
4. Advertisements may not be placed by a firm awaiting approval from the City Council on any matter unrelated to these guidelines, a firm which operates in an industry regulated by the City or a firm with a pending lawsuit against the City;
5. The advertisement of a product or service does not act as the City's endorsement of any such product or service over another.

The City recognizes that in some cases the City will have to exercise judgment in situations as to which the application of the policy may be ambiguous, or as to which it does not fully cover or even contemplate. In these cases, we will look to the intended affect of these policies and act in accordance with its spirit. The City reserves the right to amend and/or revise the foregoing Content Regulations, as it deems necessary, and as social norms within the San Antonio, Bexar County, Texas community may dictate.

Prior Approval of Display

Prior to programming or installation of an advertising display, a graphic or other representation of the proposed display shall be submitted to the Department Director or Manager overseeing the kiosks for approval, as applicable. The Department Director or Manager, as applicable, shall provide notice to the Vendor of approval or disapproval of the proposed display programming or installation within five business days of submission of such graphics or other

representations. If extenuating circumstances require a longer period than five business days to provide notice of approval or disapproval, the Department Director or Manager shall promptly notify Vendor of the amount of additional response required, and an extension of such time shall not be unreasonably withheld by the Vendor.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

1. Respondent Information: Provide the following information regarding the Respondent.

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

☐ Partnership

☐ Corporation If checked, check one:

☐ For-Profit

☐ Nonprofit

Also, check one:

☐ Domestic

☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited? Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.
-
-

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ____ No ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
-
-

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

11. Previous Contracts:

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

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

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

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

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

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

12. 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 Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____

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 the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past three years.
2. Describe Respondent's specific experience with providing digital community kiosks to public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. If Respondent is proposing to include sub-contractors, describe the rationale for selecting the team and the extent to which the Respondent and sub-contractors have worked together in the past.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to this engagement and relevant experience on projects of similar size and scope.
6. Please provide brief resumes for key personnel and subcontractors to include at a minimum the individual's name, title, and years of experience, description of current and prior experience, licenses, and certifications, and office locations of key personnel that would be assigned to the City's engagement. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract, also include an organizational chart to reflect assignments.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Project Management Plan - Describe the approach and methodology to be used for the project. Describe the data to be identified and analyzed for each component of the project to complete the RFP Scope of Services and which team members will be responsible for specific categories of this project.
2. Provide a detailed project schedule and proposed deliverables to complete the tasks and requirements set forth within this RFP.
3. Describe how multi-language selection and support will be accomplished for these kiosks.
4. Describe in what manner your firm is well informed and knowledgeable of San Antonio's diverse culture and history or a strategy for familiarizing your firm with the area. Include how your kiosks will be able to meet requirements of the Historic Design & Review Committee.
5. Describe how kiosks will successfully be accessible to persons with disabilities and adhere to ADA and other relevant legal requirements.
6. Describe your proposed process of how the City would work with your firm so kiosks will handle and accept documents, web links, maps, images, and other content, provide the standard formats that support development of this content.
7. Describe how your plan will ensure security measures and protocol are achieved and administered for kiosk content to be protected against unauthorized access.
8. Provide a detailed plan on how the City can provide and manage this content at no cost to the City.
9. Marketing Plan – provide a detailed plan for marketing and promoting these kiosks as advertising space to include engagement of local businesses. Include within the plan if there are any concerns related to the potential restrictions on kiosks without advertisements and the limits of content included within the scope of work.
10. Provide your plan for the maintenance, repair, and replacement of machines during the contract period. Include expected response times and the plan to notify businesses, customers and the City of any issues.
11. Provide sample usage reports that your team has used for past project(s) that reflect statistics and other information for content strategy.
12. Provide examples and a detailed plan for the City on how kiosks and their content would be integrated with a mobile app version that mirrors its intent. Explain how the app would display nearby locations/sites and information to the user. Explain how glitches or technical difficulties with the app will be managed.
13. Include any additional recommended activities/tasks and/or locations not included in Scope of Services, which Consultant may recommend, be undertaken to ensure success to this project. Include rationale for additions and parameters used to identify added activities/task and/or locations. Specific to locations, proposed sites must be within the incorporated City of San Antonio limits.
14. Due to construction, or an updated evaluation of market conditions, the City may request the kiosks locations be adjusted. Provide your plan for the relocation of the kiosks including if any additional costs would be required to be paid by the City for the move.

RFP ATTACHMENT B

COMPENSATION SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of 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 Compensation Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

OPTION 1 – REVENUE PERCENTAGE OR MAG, CITY COST AT \$0

Identify proposed minimum annual guarantee to be paid to the City of San Antonio that INCLUDES one-time upfront costs for fabrication/installation.

Contract Year	Revenue % Share for City	Estimated Payment to City through Revenue Share	Minimum Annual Guarantee Payment to City
YEAR 1	_____ %	\$ _____	\$ _____
YEAR 2		\$ _____	\$ _____
YEAR 3		\$ _____	\$ _____
YEAR 4		\$ _____	\$ _____
YEAR 5		\$ _____	\$ _____
YEAR 6		\$ _____	\$ _____
YEAR 7		\$ _____	\$ _____
YEAR 8		\$ _____	\$ _____
YEAR 9		\$ _____	\$ _____

OPTION 2 – MAG, ONE TIME COSTS EXCLUDED

Identify proposed minimum annual guarantee to be paid to the City of San Antonio and one-time upfront costs for fabrication/installation to be expensed to City that must be EXCLUDED from MAG.

Contract Year	Revenue % Share for City	Estimated Payment to City through Revenue Share	Minimum Annual Guarantee Payment to City	One Time Cost for City
YEAR 1	_____ %	\$ _____	\$ _____	\$ _____
YEAR 2	_____ %	\$ _____	\$ _____	
YEAR 3	_____ %	\$ _____	\$ _____	
YEAR 4	_____ %	\$ _____	\$ _____	
YEAR 5	_____ %	\$ _____	\$ _____	
YEAR 6	_____ %	\$ _____	\$ _____	
YEAR 7	_____ %	\$ _____	\$ _____	
YEAR 8	_____ %	\$ _____	\$ _____	
YEAR 9	_____ %	\$ _____	\$ _____	

One Time Cost –

YEAR ONE - Includes fabrication, installation, fees associated with initial set up of kiosks

YEARS TWO through NINE - Reserved for, and includes fabrication, installation, fees associated with initial set up of any additional NEW kiosks requested by City's throughout term of contract.

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure Form are listed below:

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM FORM(S)

Posted as separate documents.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PROGRAM IDENTIFICATION FORM(S)

Posted as separate documents.

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. 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.

RFP ATTACHMENT I

SIGNATURE PAGE

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

By submitting a proposal, Respondent represents that:

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

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

If awarded a contract in response to this RFP, Respondent agrees to comply with all representations made by Respondent in Respondent's proposal and during proposal presentation & interview process, if any.

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 General Information Form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and References RFP Attachment A, Part One	
Experience, Background, & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Compensation Schedule RFP Attachment B	
+Contracts Disclosure Form Per instructions in RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Form RFP Attachment G	
++Certificate of Interested Parties (Form 1295) RFP Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One COMPLETE (1) Original, ten (10) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO COMPENSATION, SBEDA, LPP, AND/OR VOSB TO BE INCLUDED) and one (1) CD or USB flash drive of the COMPLETE proposal in PDF format if submitting in hard copy.	
Exceptions to Terms and Conditions or SOW Requirements	
+Signed Addendums, if applicable.	

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

++Certificate of Interested Parties (Form 1295) requires notarization.

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

Exhibit B



CITY OF SAN ANTONIO
OFFICE OF INNOVATION

**Digital Community Kiosks
Request for Proposal
NO.: 17-039**

Scope of Work No. 1

DRAFT – 12/6/17

Background

This Scope of Work ("SOW") details products and services to be provided by IKE Smart City ("ISC") to the City of San Antonio ("COSA") under the Integration Agreement for the City of San Antonio Digital Community Kiosks ("Integration Agreement").

The Digital Community Kiosks project includes installation of twenty-five (25) digital community kiosks that will provide information of interest to residents of and visitors to the City of San Antonio. Potential kiosk locations are included in the Integration Agreement, Exhibit A. Delivery overview as follows:

- "Smart" interactive kiosk available to the public, to be used in either indoor or outdoor locations throughout the city, to provide information on and promote events, activities, and services to visitors and residents.
- Multi-language support, the ability to support English and Spanish, additional language selections available on request.
- Kiosks will be accessible to persons with disabilities and adhere to ADA and other relevant legal requirements.
- The City will be the primary content provider and sponsor on the Smart Kiosk installations. The City will also have approval of all content, advertising or otherwise, that appears on kiosks.
- The kiosk installations will be consistent with the City of San Antonio style, including meeting requirements of the Historic Design & Review Commission.
- The system shall accept documents, web links, maps, images, and other content from the City for presentation on the kiosks. ISC will provide the standard formats that support development of this content.
- ISC will train the City to provide and manage this content at no cost to the City.
- Kiosk content will be protected against unauthorized access.
- The system will provide Wi-Fi internet service free to the public for a radius of 50 meters around each kiosk, with bandwidth and IP connections sufficient to support 100 users at each kiosk, scalable at up to 200 users in high traffic areas.
- ISC will coordinate with The City on choices of sites for kiosks.
- ISC and The City will coordinate the initial content to appear on kiosks.
- ISC will actively market and promote the kiosks as advertising space. The City reserves the right to limit advertising with characteristics deemed inappropriate for a government-sponsored kiosk.
- ISC agrees to maintain high standards relative to advertising copy and content, including, but not limited to compliance with the Advertising Guidelines.
- The system will make reports available for the City to as required to show usage statistics and other information to guide The City's content strategy.
- The system will support real-time GTFS feeds for transit data, including bike share.

Workflow

Upon Contract Award, delivery against this SOW will begin and entail an integrated multi-functional approach. ISC will lead and manage the process partnering closely with COSA throughout. The following activities are included under this SOW agreement:

Content Development

- Exploratory Discussions - Objectives, Features, Branding, Processes
- Content & Implementation Planning
- Features Buildout
- Content Load
- Quality Assurance Testing
- COSA Beta Testing
- Content Management System Training & Processes
- Launch

Kiosk Design & Fabrication

- Preliminary Design
- Design Engineering & Review
- Phased Fabrication and Shipping

Preconstruction and Site Preparation

- Kick Off Meeting with COSA
- Identification, Review, and Approvals of Preferred Sites (within nodes)
- Initial Meeting with Transportation and Capital Improvements, CPS Energy, and ISC
- Civil Due Diligence and Final Site Identification and Approvals

Preconstruction Permit Drawings

- Prepare Permit Set Plans
- Submit to Plan Check
- Plan Review
- Receipt of Permits

Construction and Installation

- Assurance/Performance Bond
- Trenching
- Conduit Install
- Footers Install
- Phased Kiosks Installation and Utility Connections

Operations and Maintenance

- Daily Kiosk Cleaning
- On-Site and Remote System Operations Monitoring
- Kiosks Trouble-Shooting and Repairs
- Hardware Upgrades, As Needed
- Content Updates and Implementation
- Data Analytics Accessibility and Quarterly Reports
- Advertising Sales and Implementation
- Revenue Reporting and Payments

Task 1 – Project Management

Managing members of ISC and the COSA Office of Innovation will comprise the “Project Team.” Together, the Project Team will be accountable for successful management and implementation of the SOW.

- As specified in Section 1, ISC will lead and manage workflow and deliverables, as well as be responsible for the management of all sub-contract partners engaged by ISC.
- COSA will be responsible for coordination of meetings and discussions with all San Antonio stakeholders, as well as facilitation of input and decisions to be provided to ISC.
- ISC will provide a Project Timeline to COSA to include workflow details, key dates, and milestones.
- COSA will be responsible for timely delivery of requirements from City team members and stakeholders. In the event of delays, ISC will discuss implications with COSA and adjust the timeline accordingly when necessary.
- ISC and COSA will meet weekly to discuss project status, needs, action items, and timing.
- ISC will provide a City Manager as a regular and centralized point of contact for COSA.
- COSA will provide a key point of contact at the Office of Innovation to facilitate direction to ISC, including information-sharing and decision-making across the Project Team and each of the five (5) stakeholder groups:
 - The Missions
 - VIA Metropolitan Transit
 - City of San Antonio Parks & Recreation
 - City of San Antonio Aviation Department
 - Downtown San Antonio
- ISC will initiate yearly Client satisfaction review discussions with COSA. The results of those discussions will be used to optimize the long-term process and relationship.

Key Deliverables

- Weekly Project Status Meetings (ISC & COSA)
- Meeting Notes (ISC & COSA)
- Project Timelines and Updates (ISC)
- Project Support Presentation Materials (ISC)

Timeline

Ongoing

Task 2 - Content Development

Exploratory Discussions - Objectives, Features, Branding, Processes

Exploratory Discussions during Content Development will allow COSA and the stakeholder groups identified in Task 1 to share priorities and ensure the system buildout will meet their needs. COSA will coordinate the meetings and ISC will lead the discussions.

- The IKE systems come with a standard suite of twelve (12) applications:

Application	Description
Eat & Drink	Listing of and directions to dining establishments, restaurants, bars and cafes
Shop	Listing of and directions to retailers, boutiques, and department stores
Play	Listing of and directions to points of interest, entertainment, and activities
Stay	Listing of and directions to lodging, hotels, and motels
Get Around	Multi-modal mapping, directions, and real-time transit information
Events	Listing of local events, festivals, exhibits, music, and sports
Social Services	Listing of and directions to community services, food support, shelter, family services and addiction resources
Civic Resources	Listing of and directions to city resources, municipal buildings, police, fire and driver services
Posters	Customizable home screen messaging tile for city use - promotions, public service announcements, events
Survey Says	Real-time public polling and user feedback tool
Photo Booth	Camera feature that allows users to pose for customized photo postcards and receive via text
Arcade	Entertaining and fun game that drives kiosk engagement

- Should COSA request features, functionality and/or content outside of the standard suite of applications, ISC will explore feasibility and timing to share with COSA for consideration. This SOW includes development and implementation of a total of two (2) COSA requested custom software applications or new functionality additions per year.
- Custom applications and new functionality are defined as additions outside of the foundational framework of the IKE platform that require new software development, coding, and implementation.
- The foundational IKE platform has the ability to display external web applications via an iframe application that adheres to system specifications. These external applications are not defined as custom applications or new functionality but require the approval of the ISC team for deployment.
- As ISC is continually evolving and optimizing the IKE platform and User experience, COSA will benefit from implementation of ISC driven new system features at no cost. However, any new features, functionality or system enhancements will be discussed with COSA prior to deployment to provide COSA with right of refusal for implementation on the San Antonio fleet.

Content & Implementation Planning

Subsequent to the Exploratory Discussions, ISC will develop a Content Plan for COSA and stakeholder approval.

- The Content Plan will detail agreed upon content and functionality, a system framework and an implementation roadmap detailing information requirements, roles, responsibilities, and timing.
- The Content Plan will be provided to the COSA Project Team for review in advance of delivery to stakeholders via stakeholder alignment meetings led in partnership by COSA and ISC.

Features Buildout

Features buildout will begin upon approval to proceed from COSA.

- Using the Content Plan, ISC will lead the process of software and content development to prepare the system framework, functionality and required content for load.
- COSA will be responsible for providing content as detailed in the agreed upon Content Plan.

Content Load

Content load will occur simultaneously with Features Buildout.

- ISC will populate the IKE system with the data and content detailed in the Content Plan.

Quality Assurance ("QA") Testing

ISC will perform QA testing to ensure the IKE system is functioning properly and the user experience reflects the Content Plan prior to launch.

- The ISC team will adjust, optimize and resolve any issues found during QA testing in preparation for COSA Beta testing.

COSA Beta Testing

Upon completion of QA testing, ISC will provide COSA with links to the IKE system for review and Beta testing.

- The five (5) COSA stakeholder groups will be provided with a link specific to their respective sub-fleet of kiosks.
- Testing feedback will be centralized in a Smart Sheet created and provided by ISC. COSA will be responsible for populating the tool with issues discovered and questions that arise during the Beta testing period.

CMS Training & Processes

ISC will provide COSA with training on the IKE Content Management System ("CMS") prior to launch.

- The IKE CMS allows for content control and delivery through an online digital dashboard.
- The nature of the CMS requires an efficient and streamlined process of input to minimize risk and interruptions to the system. Therefore;
- ISC will conduct an in-person training session for 1-2 members of the COSA Project Team, and one (1) member of each of the five (5) stakeholder groups. A CMS User Manual will also be provided to COSA.

Page 2 Deliverables

- Agenda, discussion leadership and meeting notes for Exploratory Discussions (ISC)
- IKE Content Plan (ISC)
- ISC Participation in COSA stakeholder alignment meetings (COSA & ISC)
- IKE System software buildout, content integration and load (ISC)
- IKE System Quality Assurance testing (ISC)
- COSA Beta testing links (ISC)
- Beta testing Smart Sheet tool (ISC)
- IKE Content Management System training (ISC)
- IKE Content Management System User Guide (ISC)

Timeline

Step		Duration (Days)	Task Predecessors
1	Exploratory Discussions - Objectives, Features, Branding, Processes	Milestone	Contract Award
2	ISC Content & Implementation Planning	14	1
3	ISC Shares Content Plan with San Antonio	1	2
4	COSA Provides Feedback	8	3
5	Content Plan Revisions & Finalization	7	4
6	COSA Stakeholder Alignment Meetings	5	5
7	Approval to Proceed from COSA	Milestone	Stakeholder Alignment
8	Features Buildout	47	7
9	Content Load	47	7
10	System QA Testing & Fixes	21	7
11	COSA Beta Testing	5	10
12	Fixes & Optimizations	14	11
13	COSA IKE CMS Training & Processes	Milestone	
14	Go Live	Milestone	12

Task 3 - Input Design and Fabrication

Preliminary Design

Design of the IKE kiosks will be a collaborative process between ISC and COSA.

- ISC will provide two (2) standard structural kiosk hardware designs to COSA for consideration and selection.
- Once a design is selected, COSA will be given the opportunity to customize color, material accents, and branding within the selected frame. All customization requests will be vetted by ISC.
- ISC will provide mockups of up to five (5) options to COSA for review, along with three (3) rounds of design revisions.
- Color and material accents must be applied to the fleet as a whole.
- Top navigation naming can change by kiosk location.
- Branding can change by sub-fleet to allow for the five (5) stakeholder groups to add identification/logos.

Design Engineering & Review

Finalize IKE design for San Antonio.

- Following Preliminary Design process, ISC will provide initial engineered kiosk drawings to COSA for review.
- COSA will provide feedback to ensure engineering design is consistent with aesthetic goals.
- Two (2) rounds of review and drawing revisions can take place before COSA provides final approval.
- Concurrently, ISC will develop engineered footing drawings and provide to COSA Public Works for review.
- COSA Public Works will provide feedback on footing design, and ISC will revise accordingly.
- ISC will incorporate COSA Public Works feedback and provide updated footing drawings
- ISC will provide COSA Public Works with final engineered footing drawing for approval.

Phased Fabrication and Shipping

- ISC will conduct weekly progress calls with COSA complete with fabrication process photos throughout Fabrication Stage.
- ISC will fabricate and ship kiosks 1-10.
- ISC will fabricate and ship kiosks 11-20.
- ISC will fabricate and ship kiosks 21-25.
- ISC will be responsible for storage of kiosks upon arrival in San Antonio.

Task 4 - Review

- Two (2) standard structural kiosk hardware designs (ISC)
- Up to five (5) customized design options based on COSA input (ISC)
- Three (3) rounds of design revisions in Preliminary Design Stage (ISC)
- Two (2) rounds of Kiosk design revisions in Engineering Stage (ISC)
- One (1) round of Footing design revisions in Engineering Stage (ISC)
- Weekly progress calls and process photos throughout Fabrication Stage (ISC & COSA)

Step		Duration (Days)	Predecessors
1	ISC Provides Preliminary Design	Milestone	Contract Award
2	COSA Provides Reviews and Provides Feedback	5	1
3	ISC Incorporates San Antonio Feedback into Design	5	2
4	ISC and COSA Presents Design to Stakeholder Groups	Milestone	3
5	ISC Incorporates Feedback from Stakeholder Groups	5	4
6	COSA Approves Conceptual Design	Milestone	5
7	Conceptual Design Enters Engineering Reviewing	Milestone	6
8	ISC works with COSA through Engineering review	20	7
9	Final Engineered Design Approved	Milestone	8

10	Fabrication 1-5	35	9
11	Fabrication 6-15	45	9
12	Fabrication 16-25	155	9
13	Shipping 1-5	5	10
14	Shipping 6-15	5	11
15	Shipping 16-25	5	12

Task 3 – Preconstruction and Site Preparation

Kick Off Meeting with COSA

COSA will Identify City stakeholders needed for review and decision-making and coordinate a meeting with ISC to finalize preferred site locations and review process next steps, roles and responsibilities.

- ISC will lead the meeting and provide presentation materials.

Identification, Review, and Approvals of Preferred Sites (within nodes)

ISC and Civil Engineer to identify specific placement of IKE within identified node using publically available data.

- Review sites locations relative to city setbacks required at curbs and existing construction.
- Review for ADA compliance based on visual inspection (detailed topographic survey to occur later in process).
- Review constructability of each site relative to existing conditions.
- ISC will review findings and recommendations with COSA for finalization and approval of preferred site locations.

Initial Meeting with Transportation and Capital Improvements, CPS Energy, and ISC

COSA to facilitate and attend an introductory meeting with the Director of Transportation, Capital Improvements and the assigned design planner at CPS Energy.

- Joint team will review permitting process for each site and identify reviewing agencies and timing. Review by Transportation and/or Cultural Heritage, as needed.
- Entitlements process, if required, to be verified at initial meeting. Any entitlements required will extend process, time TBD.
- Identify construction and drawings requirements for submittal,
- The Project Team will work together to obtain access to Public Works Right-of-way maps and utility maps, and cooperation from Electrical utility to expedite review.

Civil Due Diligence and Final Site Identification and Approvals

- ISC will review City utility maps and right-of-way maps for conflicts with proposed construction.
- ISC will conduct a Civil site visit and topographic survey at selected sites to identify ADA issues and verify site dimensions.
- ISC will coordinate with electrical utility on power routing.
- COSA will identify the required stakeholders (i.e., Office of Innovation, Public Works, CPS Energy) for review of selected sites and feedback.
- The Project Team will finalize locations and share with COSA stakeholders for City authorization to proceed.

Task 4 – Presentation

- Preliminary site location presentation (ISC)
- Preferred site recommendations (ISC)
- Final site location presentation (ISC)

Table

Step		Duration (Days)	Predecessors
1	Kick off with COSA	1	Contract Award
2	ISC and Civil work to identify preferred sites within nodes	5	1
3	COSA review and approve preferred site locations	5	2
4	Initial Meeting with Transportation and Capital Improvements, CPS Energy, and ISC	5	3
5	Civil due diligence, identify final sites	15	4
6	COSA review final site locations	Milestone	5
7	Finalize locations based on COSA feedback	5	6

Task 5 – Permitting/Utility Permit Drawings

Prepare Permit Set Plans

Prepare plans required for construction and permits.

- ISC will prepare civil plans, including Location Plan, Grading Plan, and Traffic Control Plans (if required).
- ISC will prepare Electrical Plans.
- ISC will prepare additional exhibits required for additional reviewing agencies identified for specific sites throughout the process.

Submit to Plan Check

Submit materials to all reviewing agencies required for permits.

- ISC will submit applications to Transportation and Capital Improvements for Right-of-way & Encroachment permits.
- ISC will submit applications for electrical permit.
- ISC will begin electrical coordination with CPS Energy.

Plan Review

Receive and address reviewing agency comments and continue utility coordination.

Receipt of Permits

Obtain all approvals required for construction. Timing varies based on reviewing agencies at each site.

Table 5.1 Construction

- Construction set plans (ISC)
- Necessary permit applications and materials submissions required for construction approvals (ISC)

Table

Step		Duration (Days)	Predecessors
1	Prepare Permit Set Plans	20	Location Finalization
2	Submit to Plan Check	Milestone	1
3	Plan Review (excludes entitlement)	50 (TBD)	2
4	Receive Permits (timing varies by site)	Milestone	3

Task 6-- Construction and Installation

Assurance/Performance Bond

ISC will provide liability insurance paperwork and post bond.

Trenching

- ISC to procure all necessary work and closure permits.
- ISC will conduct all excavation in accordance with work and closure permits and will remove all debris from site.
- ISC will cordon off the excavated area with the required protection barriers for public protection throughout all stages of construction.
- ISC will coordinate all inspections as required per construction permits.

Conduit Install

- Per the approved drawings reviewed by local utility, ISC will install conduit per all work and closure permits.
- ISC to coordinate requirements for pulling of wire with local utility and their identified contractors as required.
- ISC to coordinate all inspections as required per construction permits.

Footers Install

- ISC to install footings per COSA approved engineering design and per all work and closure permits.
- ISC to ensure all new concrete and paver work will be poured and or installed to match the existing conditions existing and surrounding concrete.
- ISC to coordinate all inspections as required per construction permits.

Phased Kiosks Installation and Utility Connections

- ISC will at all times endeavor to complete stages of Trenching, Conduit and Footer installation as concurrently as possible, so as when a site becomes available for the next stage of work, that stage initiates immediately.
- ISC to coordinate all utility connections and endeavor to have all power connections completed in advance of installation of kiosk units.
- ISC will install all kiosks in a phased schedule, so kiosks are installed as soon as site work is completed.
- Upon completion of Testing and Commissioning, ISC to ensure all required inspections are completed, and all sites are cleaned of debris, and that all surrounding landscaping and streetscaping is returned to original or like original conditions.

Commissioning & Testing

- Upon installation, ISC will test, and commission units, verifying all hardware components are functioning correctly.
- ISC will verify data connections are operating at appropriate bandwidth and that all IP connections are operational and stable.
- ISC will verify that all content is loaded correctly.
- ISC will verify that all software is operating correctly.

Task 6 Deliverables

- Insurance & bonding (ISC)
- Utility location verification (ISC)
- Trenching (ISC)
- Conduit installation (ISC)
- Footing/concrete installation (ISC)
- Kiosk installation (ISC)
- Utility/electrical connection (ISC)
- Commissioning and testing (ISC)
- All required Inspections (ISC)
- Weekly progress calls and process photos throughout Construction and Installation Stage (ISC & COSA)

Timeline

Step		Duration (Days)	Predecessors
1	Assurance/Performance bond.	10	Receipt of Permits
2	Trenching	10	2
3	Conduit Install	5	3
4	Footers Installed	5	4
5	Installation Kiosks 1-5	5	5
6	Utility Connection 1-5	5	6
7	Commissioning/Testing	5	7
8	Installation kiosks 6-15 (repeat steps 1-8 above)	35	
9	Installation kiosks 16-25 (repeat steps 1-8 above)	35	

Task 7 – Operations and Maintenance

Content Management

Content Management roles and responsibilities will be determined during the Content Development Exploratory Discussions. However, the following is included in the SOW should COSA choose to utilize these services:

- ISC will provide ongoing support and integration of content to COSA throughout the term of the Integration Agreement.
- COSA can choose to 1) Solely manage all content with ISC support, 2) Partially manage content in partnership with ISC or 3) Assign all content management responsibilities to ISC.
- Should COSA make content requests for additions, deletions and/or updates, ISC will make every effort to respond and implement within 48 hours of the change request.

Maintenance and Repair

- IKEs are cleaned on a daily basis to address any dirt or other issues associated with the appearance of the kiosks.
- Should any issues arise pertaining to internal hardware (monitor, HVAC, camera, etc.), ISC will provide on-call replacement/repair service.
- In the event of an interruption in service, ISC will initiate repair within 24 hours of being notified of the issue affecting service.

Financials and Reporting

ISC will provide financial management to COSA in accordance with the Integration Agreement.

- OBM will maintain oversight of the billing and collection of advertising revenues.
- Cash will be maintained in an exclusive bank account and not intermingled with other funds.
- Quarterly financial distributions to COSA will be made in compliance with the Integration Agreement.
- Quarterly and yearly Gross Revenue statements will be provided to COSA in accordance with the Integration Agreement.
- COSA will provide one (1) key point of contact to manage financial and accounting transactions.

Task 8 – Deliverables

- IKE Content Management System for COSA use (ISC)
- Daily kiosk cleaning (ISC)
- IKE system troubleshooting and repairs, as needed (ISC)
- Quarterly financial distributions to COSA (ISC)
- ISC Quarterly Gross Revenue statements (ISC)
- ISC Calendar Year Gross Revenue statement (ISC)

Timeline

Ongoing

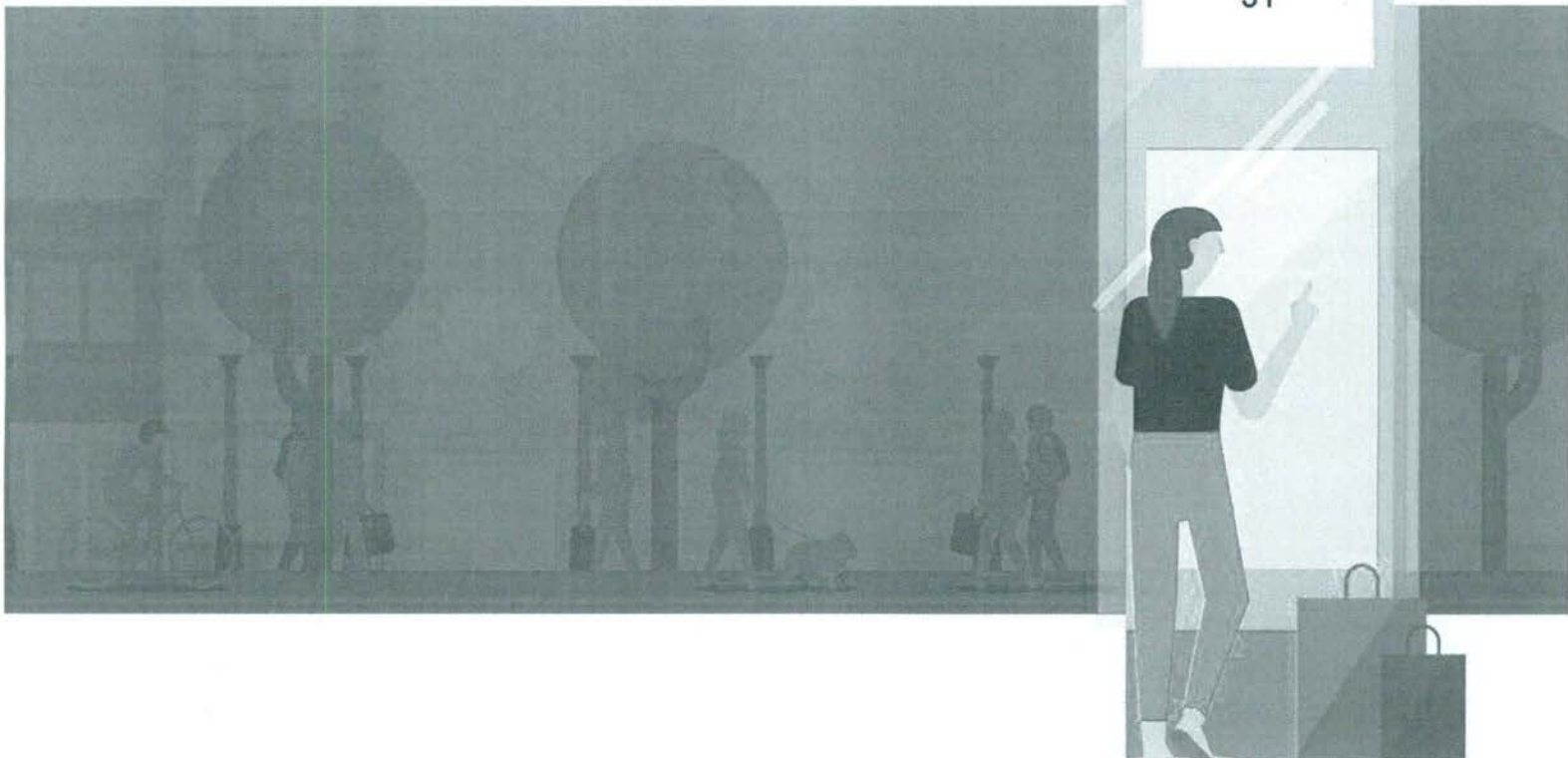
Changes to SOW #1 will be detailed and added via Addendums. Should projects between ISC and COSA that are outside and beyond this SOW emerge, a separate and new SOW will be developed against the existing Integration Agreement.

Exhibit C

Dear Evaluation Committee:

We are pleased to submit our proposal in response to the Digital Community Kiosk Request for Proposals. As this document will demonstrate, our project team is uniquely qualified to partner with the City of San Antonio's Office of Innovation to deliver and operate a customized digital community kiosk platform that meets and exceeds the goals of the Office of Innovation.

IKE (Interactive Kiosk Experience) is the Smart City Hub, a communication platform created to help cities and business improvement districts connect citizens and visitors with information and resources in dynamic new ways. IKE will encourage exploration and discovery of San Antonio through enhanced and user-friendly wayfinding and communication, enabling greater transportation and economic mobility for its citizens.



With more than 14 years of experience at the forefront of urban media, OBM's successful track record ensures that we are well positioned to generate significant revenue to the City as well as invest in the continued development of the platform.

Our vision is to partner with the smartest cities, helping to improve transportation, communication, economic development, and analytics, leading to an improvement in quality of life for their citizens. We sincerely hope to join San Antonio in this effort.

We look forward to participating in the selection process, and are excited at the prospect of working with the City of San Antonio and the Office of Innovation. Our materials for your review are enclosed.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Scantland". The signature is fluid and cursive, with the first name "Pete" and last name "Scantland" clearly distinguishable.

Pete Scantland

Chief Executive Officer
Orange Barrel Media
250 North Hartford Avenue
Columbus, Ohio 43222
(614) 205-9108
pscantland@orangebarrelmedia.com

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Executive Summary

IKE is the product of innovation and necessity. As more people throughout the United States have begun moving to cities, the ability for cities to communicate with their residents and visitors has become a necessity. Orange Barrel Media, an industry leader in urban media, recognized this need and partnered with Street Media Group, a leader in transit media, to create IKE, a two-way communication platform that provides smart city services. Through IKE, cities are able to present residents and visitors with their vision of the city and encourage discovery of local businesses, while providing central city services such as real-time public transit information and emergency alerts.

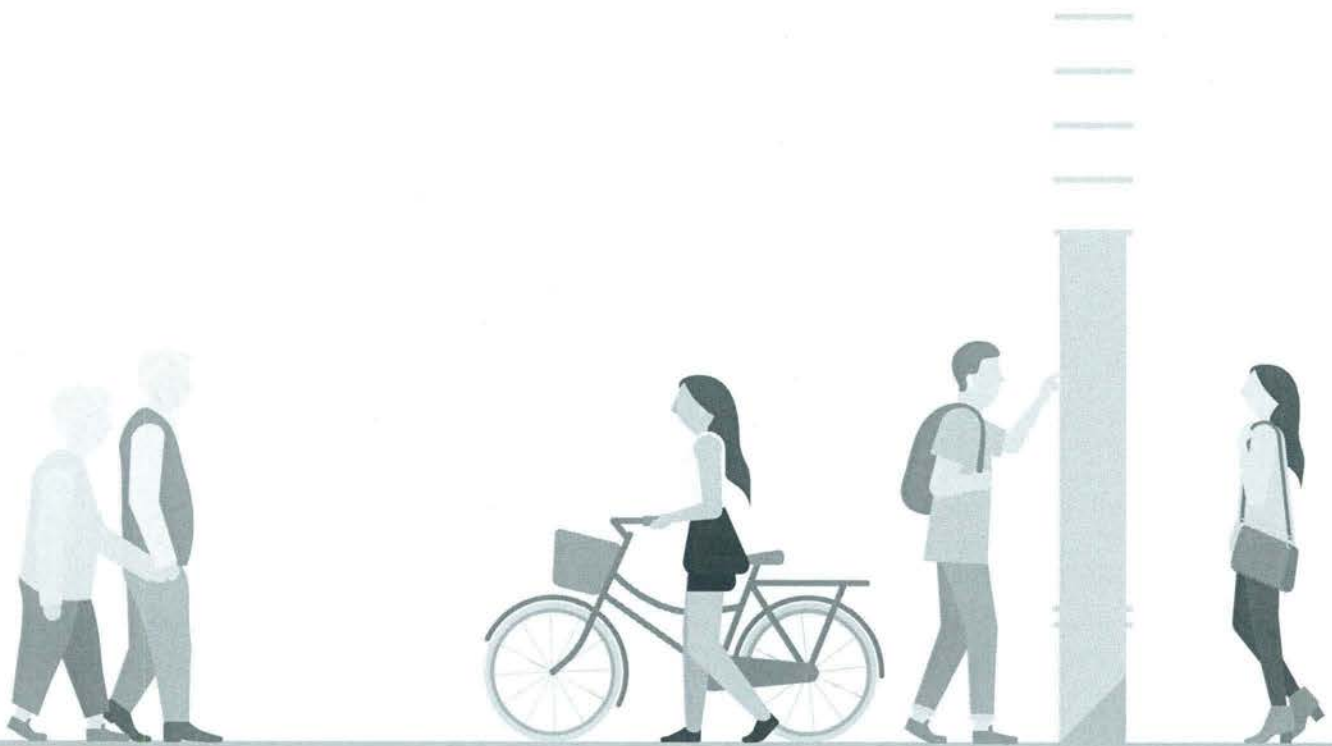
Through a system of vivid, durable touchscreen displays containing an ever-expanding series of applications, IKE can help the City fully realize its goals and maximize the community benefits delivered through this initiative.

- IKE is a Wi-Fi enabled, easily updated delivery system for smart city services, including multi-modal mapping to nearby destinations. The system encourages increased use of public transit through real-time display of transit updates, including route schedules, directions and information for all forms of public transportation – rail, bus, bike and car share.
- IKE drives traffic to local businesses and civic and cultural attractions, encouraging a vibrant restaurant and retail economy throughout the City. This is accomplished with advanced digital technology allowing for every business and point of interest to be featured in great depth and with real-time accuracy.
- IKE is a dynamic, two-way communication platform between the City and the public, creating an opportunity for the City to provide information about local events, in addition to emergency messages – as well as receive feedback from the community – both at IKE locations and through integrated social media. IKE reinforces the City's brand as a progressive leader in technology and urbanism.

- IKE exceeds all building code requirements and was developed with energy efficiency, sustainability and resiliency in mind. IKE's current functionality and content are Americans with Disability Act (ADA) compliant, allowing users in wheelchairs to lower the content with the touch of a button. The content is easily accessible in English and Spanish with other languages available at the City's request.

We have endeavored to include all of the information requested in this Proposal, nonetheless, we look forward to an opportunity to answer any questions that may arise.

Visit IkeSmartCity.com to view a video and learn more about IKE's capabilities.



RFP ATTACHMENT A
PART ONE

General Information Form

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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: Orange Barrel Media, LLC

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

Principal Address: 250 N. Hartford Ave.

City: Columbus State: Ohio Zip Code: 43222

Telephone No. 614-294-4898 Fax No: 614-961-4403

Website address: www.ikesmartcity.com

Year established: 2004

Provide the number of years in business under present name: 13

Social Security Number or Federal Employer Identification Number: 42 163 6136

Texas Comptroller's Taxpayer Number, if applicable: 32056869186

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

DUNS NUMBER: 14-349-7308

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: LLC

Printed Name of Contract Signatory: Pete Scantland

Job Title: CEO

(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:

Orange Barrel Media, LLC

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

City: Columbus State: Ohio Zip Code: 43222

Telephone No. 614-294-4898 Fax No: 614-961-4403

Annual Revenue: Projected 2017 annual revenue of approximately \$25M

Total Number of Employees: 30

Total Number of Current Clients/Customers: 698

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

List Related Companies:

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

Name: Pete Scantland Title: CEO

Address: 250 N. Hartford Ave.

City: Columbus State: Ohio Zip Code: 43222

Telephone No. 614-294-4898 Fax No: 614-961-4403

Email: pscantland@orangebarrelmedia.com

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.

SoS Texas File Number 0802190327

5. Where is the Respondent's corporate headquarters located? Columbus, Ohio

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 N/A Months N/A

- 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 N/A Months N/A

- d. State the number of full-time employees at the Bexar County office. 0

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

Yes ____ No X 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 X 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 X 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 X

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 X 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 X 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 X 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. 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 Downtown Denver Partnership
Contact Person: Tami Door Title: CEO
Address: 515 Arapahoe St., Tower 2, Suite 400
City: Denver State: CO Zip Code: 80202
Email: TDoor@downtowndenver.com
Phone: 303-534-6161
Date and Type of Service(s) Provided: 2015-2030 (15yr term): City Partner on IKE in
Denver, CO

Reference No. 2:

Firm/Company Name Los Angeles Tourism & Convention Board
Contact Person: Adam Burke Title: Chief Administrative Officer
Address: 333 S. Hope St.
City: Los Angeles State: CA Zip Code: 90071
Email: aburke@latourism.org
Phone: 213-236-2388
Date and Type of Service(s) Provided: 2016-Present: IKE and Los Angeles Tourism and Convention Board
are presently engaged in the planning and logistics for the placement of IKE at key destinations in Los Angeles.

Reference No. 3:

Firm/Company Name Port of San Diego
Contact Person: Annette Dahl Title: Development Manager, Attractions & Advertising
Address: 3165 Pacific Highway
City: San Diego State: CA Zip Code: 92101
Email: adahl@portofsandiego.org
Phone: 619-302-9810
Date and Type of Service(s) Provided: April of 2017 (10 year term): IKE was selected and will deploy 30
units throughout the downtown waterfront of San Diego.

RFP ATTACHMENT A
PART TWO

Experience, Background, & Qualifications

Orange Barrel Media is an experienced leader in the burgeoning smart city industry, and IKE is a best-in-class kiosk platform providing the three key components required to deliver on the objectives of this RFP: a seamless hardware and software solution, as well as a business model benefiting from our successful track record as a media company. This experience uniquely qualifies our team to develop an innovative relationship with the City and exceed the City's goals. While the IKE platform is relatively new, its state-of-the-art solutions and focus on public benefit is an extension of the driving philosophy that has always informed our practices. Since our founding in 2004, OBM has pioneered a community-oriented model of media development, and is now nationally recognized by cities and real estate owners alike seeking to implement best-in-class media programs that add to the character of urban places.

1. Experience Relevant to Scope of Services

The IKE platform and team has experience meeting all of the goals presented in the Scope of Service of the RFP, as highlighted below:

- IKE is a smart interactive kiosk that may be made available to the public to be used in either indoor or outdoor environments. IKE's Eat, Play, Stay, Events, and Get Around applications provide information on and promote events, activities, and services to visitors and residents.
- IKE supports multiple languages, including Spanish, and can be updated with additional languages at the City's request.
- IKE is fully ADA compliant and may be made accessible to those using wheelchairs with a push of a button.
- The IKE Platform is a kit of parts containing best-in-class hardware and software, but the design and architecture of the kiosks will be customized to meet the design goals of the City of San Antonio. Materials, colors, lighting and even the physical size of the units can be modified to complement the aesthetic and placemaking goals of the City. Similarly, we will ensure that IKE's installations will be consistent with the City of San Antonio style, including meeting requirements of the Historic Design & Review Commission.

- The City of San Antonio will be able to present informative and relevant content on the IKE system. IKE accommodates many file types, including static and digital content, and IKE program managers can format the City's documents, web links, maps, images, and other files or provide training for the City to do so. We maintain remote access to the content management system, and will allow the City to deploy content to IKE to meet the city's schedule and goals all at no cost to the City.
- The IKE platform will be installed and operated at no expense to the City. The IKE interface for the City will incorporate a user-friendly dashboard through which the City will be able to access analytics and usage data in real time. Management of IKE will be provided at no cost to the City.
- IKE employs strict content controls that prevent the misuse or abuse of the platform and protect the City from unauthorized broadcast of or access to unsanctioned content.
- IKE provides Wi-Fi internet service free to the public in a radius of 50 meters surrounding each kiosk, with bandwidth and IP connections sufficient to support 100 users at each kiosk, scalable at up to 200 users in high-traffic areas.
- OBM will coordinate with the City to develop a detailed map and conduct site surveys to determine the final locations of IKE units.
- OBM is eager to partner with the City of San Antonio to coordinate the initial content that appears on IKEs and maintain this relationship for the curation of content in the future. This will include regularly scheduled meetings and calls to determine the City's content goals, including the development of an editorial calendar to ensure that content is pushed to the system in accordance with the City's wishes.

OBM's operating strategy is based on developing iconic and non-replicable projects rather than offering commoditized billboards and street furniture like most conventional billboard companies. OBM's singular focus on premium formats allows us to address each project individually, achieving maximum revenue per project. The best hardware and software in the world would, however, be incomplete without the requisite ability to capitalize on the economic result from its deployment. Our project team is composed of an experienced media company, with specific domain expertise in digital out-of-home

advertising and street furniture. This experience has informed the display format and segmentation of paid and unpaid content inherent in the two modes of operation of IKE, allowing us to both maximize revenue and public benefit through the interactive content. In the Passive Mode (Attract Loop), content is allocated at up to 70% advertising (5% in excess of the minimum requirement), with the remaining space dedicated to arts, community and other public service content. Once engaged by a pedestrian, IKE transitions to Interactive Mode (Dashboard), and the content from the Attract Loop is resized to a 16:9 aspect ratio format occupying the top third of the screen. The bottom two-thirds of the screen, including the Dashboard and all subsequent content, features free listings for points of interest, businesses and organizations. Accordingly, the monetization of the system is conducted entirely in the Passive Mode of operation. More important than the revenue sharing percentage we offer is the product of this percentage when applied to the higher rates IKE will achieve in the marketplace. In this regard, the City will benefit from our significant investment in creating the best possible technology platform, requiring our investment of approximately \$1.65M for the twenty-five unit deployment. This will provide for 65" screens, which create the optimum canvas for superior delivery of both community content and branded messages, and is necessary to deliver the premium pricing commanded by our platform. Combined with OBM's unique selling philosophy and history of achieving higher rates than our competitors in the markets in which we operate, IKE will deliver the highest total revenue to the City.

- OBM will agree to maintain high standards relative to advertising copy and content, including, but not limited to compliance with the Advertising Guidelines, attached to the RFP as Exhibit 7.
- IKE will report usage statistics and other information to the City as required to guide the City's content strategy.
- IKEs are able to support real-time GTFS feeds for transit data.

2. Experience with Other Municipalities

Our project team offers relevant experience that makes us exceptionally well qualified to provide the City of San Antonio and the Office of Innovation with a stellar product and process. In addition to partnering with the City of Denver in the most successful roll-out of interactive kiosks in the nation, OBM was recently awarded the first ever competitively bid RFP for interactive kiosks by the Port Authority of San Diego.

Additionally, IKE has been selected by the Los Angeles Tourism and Convention Board to deploy IKE throughout Los Angeles. Additionally, OBM has experience working with other municipalities and public and quasi-public agencies on other ventures, including our large-format urban media business. Examples of these partners include the Massachusetts Convention Center Authority, the City of West Hollywood, City of Boston, City of Denver, Central Atlanta Progress, City of Columbus and others.



**"There's
no better
platform
on the
market
than IKE."**

— Tami Door, CEO, TurnDoor
Downtown Denver Partnership

IKE, Denver, Colorado

IKE has been deployed in Denver since June 2015, and our platform satisfies all requirements of the City of San Antonio's RFP.

IKE was developed specifically to satisfy the needs of the City of Denver and the Downtown Denver Partnership, with the goal of building a wayfinding and city communication system for the digital age, and delivering it in a self-sustaining business model requiring no investment from the city. While initially designed to satisfy the common goals of cities and their business improvement districts (BIDs), a subsequent partnership with Discover Los Angeles, has resulted in enhanced functionality that benefits Destination Marketing Organizations (DMOs) and Convention and Visitor Bureaus (CVBs).

The plan since IKE's inception is to further develop this technology using our findings from working with these two leading organizations, then leveraging our more than five-year investment in its capabilities and exporting our platform to other cities. Since the initial launch, the program has been a resounding success and is currently being expanded beyond its original deployment in the core Central Business District to other urban areas of Denver, as well as into other cities across the United States.

DOWNTOWN DENVER PARTNERSHIP

Tami Door, CEO

515 Arapahoe Street, Tower 2, Suite 400,
Denver, CO 80202

(303) 534-6161 • TDoor@downtowndenver.com

Engagement Duration: Since June 2015

Term of Engagement: 15 years



IKE, Los Angeles Tourism & Convention Board Los Angeles, CA

IKE and the Los Angeles Tourism and Convention Board are presently engaged in the planning and logistics for the placement of IKE at key destinations in Los Angeles, where its deployment is a key strategy to enhance the visitor experience and economy in the region. Through our work together, the IKE system has incorporated key functionality to benefit and grow tourism, with a goal of developing into a “virtual visitor center,” offering much of the functionality of traditional brick-and-mortar centers.



“The Los Angeles Tourism and Convention Board selected IKE because it will be the leading interactive kiosk platform in the country.”

-Adam Burke, Chief Administrative Officer, Los Angeles Tourism & Convention Board

LOS ANGELES TOURISM & CONVENTION BOARD

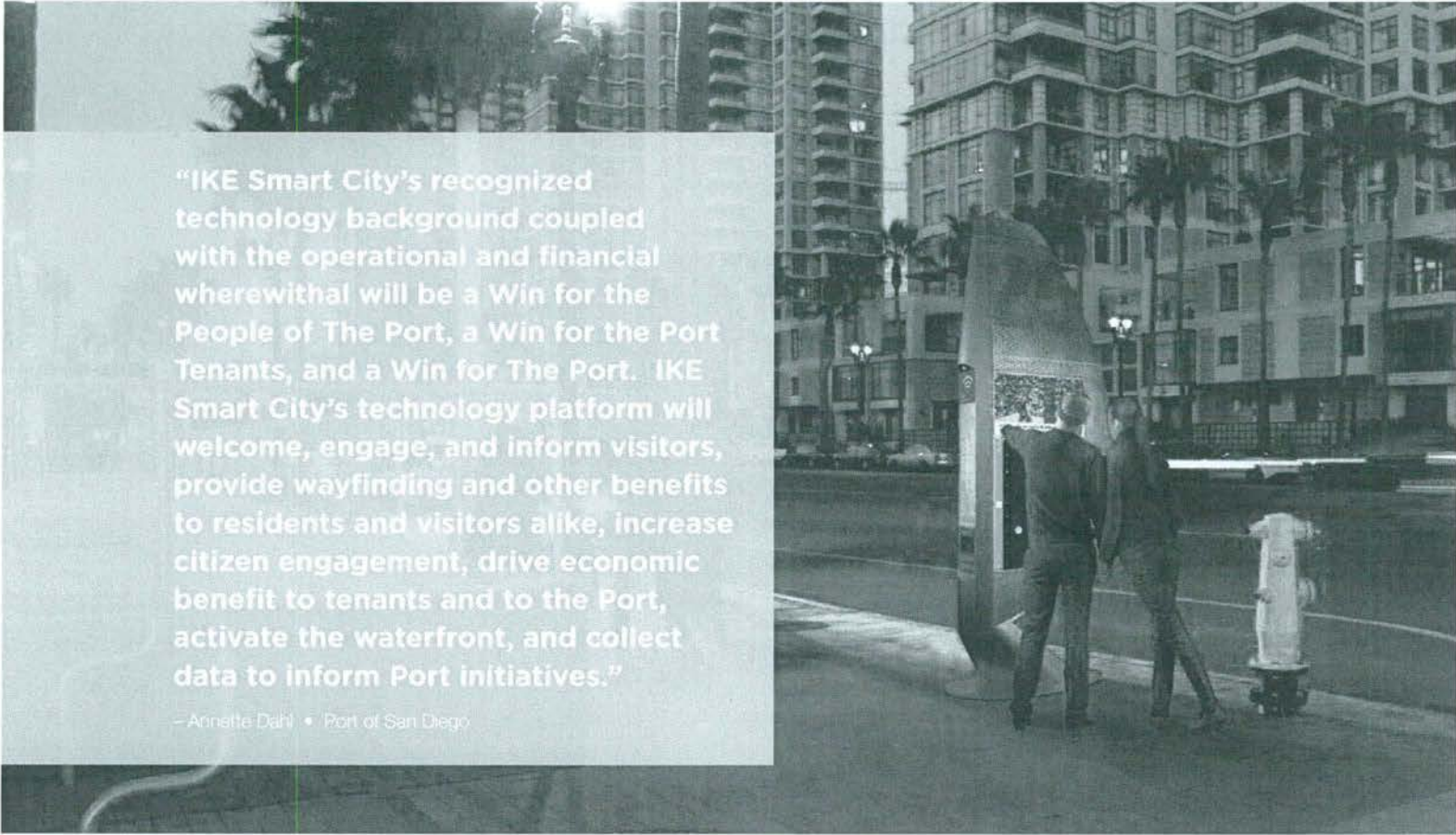
Adam Burke, Chief Administrative Officer

333 S. Hope Street, Los Angeles, CA 90071

(213) 236-2388 • aburke@latourism.org

Engagement Duration: Since September 2016

Term of Engagement: Various



"IKE Smart City's recognized technology background coupled with the operational and financial wherewithal will be a Win for the People of The Port, a Win for the Port Tenants, and a Win for The Port. IKE Smart City's technology platform will welcome, engage, and inform visitors, provide wayfinding and other benefits to residents and visitors alike, increase citizen engagement, drive economic benefit to tenants and to the Port, activate the waterfront, and collect data to inform Port initiatives."

— Annette Dahl • Port of San Diego

IKE, Port of San Diego San Diego, CA

In what we believe to be the nation's first RFP to award interactive kiosks, IKE was selected through competitive review and will deploy 30 units throughout the downtown waterfront of San Diego. In pursuit of this award, OBM not only presented opportunities to customize the software, but also partnered with local designers and architects to create a one of a kind design. The carbon fiber Sail Boat design highlights San Diego's sailing culture while harnessing the City's objective to be a twenty-first century innovator. The Port has developed such an affection for this design that it has submitted an application for a patent, and if awarded, it will be the first patent ever granted to the Port Authority of San Diego. This project is a good example of IKE's ability to customize the physical design of the unit to adopt local design goals while featuring the same tested and proven technology of the platform.

PORT OF SAN DIEGO

Annette Dahl, Development Manager, Attractions & Advertising

3165 Pacific Highway, San Diego, CA 92101

(619)302-9810 • adahl@portofsandiego.org

Engagement Duration: Selected April 2017

Term of Engagement: 10 years



Other Experience

West Hollywood Belltower

OBM was selected from 12 teams submitting proposals to the City of West Hollywood, where their goal was to create the world's most technologically and architecturally significant media object, located on the Sunset Strip. The project completely redefines the traditional, formal and technical approach to signage, and is programmed to display a wide breadth of content, including art curated by the Museum of Contemporary Art (MoCA). The object uses a series of coordinated LED screens of varying specifications as well as what will be the first permanent projection mapping installation in the U.S.

CITY OF WEST HOLLYWOOD

Sarah LeJeune, Planner

8300 Santa Monica Boulevard

West Hollywood, California 90069

(323)848-6357 • slejeune@weho.org



Playhouse Square, Cleveland, Ohio

OBM has had a longstanding relationship with this non-profit performing arts organization in the City of Cleveland. The installation includes a series of large and small format digital advertising assets, including kiosks.

PLAYHOUSE SQUARE, INC.

Tim Birch, Vice President, Business Development

1501 Euclid Avenue, Suite 200

Cleveland, Ohio 44115

(216)701-1018 • Tim.Birch@playhousesquare.org

Engagement Duration: Since 2010

Engagement Term: various contracts



Motivate Bike Share

OBM manages advertising operations and sponsorship for Motivate, the leader in municipal bike sharing in the U.S. From an initial engagement for their Columbus operation, OBM has expanded to other major systems including New York City, where OBM is leading the rollout of the out-of-home offering on CitiBike.

MOTIVATE, INC.

Chris Greene, Vice President, Sales and Partnerships

5202 Third Avenue

Brooklyn, NY 11220

(917)757-0660 • chrisgreene@motivateco.com

Engagement Duration: Since 2013

Engagement Term: 10 years



Boston Media Tower

OBM partnered with the Massachusetts Convention Center Authority to manage sales operations of the Media Tower, a large format signature display located at the entrance to the venue. Working in concert with the Authority, OBM monetizes the display while navigating a large group of stakeholders including venue staff, exhibitors, a wide variety of trade shows and the advertising community.

MASSACHUSETTS CONVENTION CENTER AUTHORITY

Stephanie Shalkoski, Director of Advertising & Sponsorship

415 Summer Street, Boston, MA 02210

(617)954-2289 • Sshalkoski@signatureboston.com

Engagement Duration: Since 2011

Engagement Term: 8 years



Denver Theatre District

OBM owns and operates a series of displays located within the Denver Theatre District (DTD). Permitted under a unique zoning overlay, signs are allowed within a geographic boundary and are subject to a revenue-sharing agreement with the non-profit DTD.

DENVER THEATRE CITY

David Ehrlich, Executive Director

511 16th Street, Suite 200

Denver, CO 80202

(303)709-9089 • dehrlich1156@gmail.com

Engagement Duration: Since 2010

Engagement Term: various contracts

3. Rationale for Selecting Sub-Contractors

IKE is the culmination of more than five years of development between team members Panasonic, leading practitioners in the fields of Smart City Technology; Legwork Studios, experts in UX design, including the development of Nike's global mobile applications and websites; Display Devices, the premiere US-based manufacturer of high performance display technology, including engagements with Lockheed Martin and Disney Theme Parks; and Street Media Group, experts in transit media solutions.

Supporting local businesses is one of the underlying principles of the IKE platform, and guides our selection of subcontractors. This commitment is illustrated in our project team- the IKE platform launched in Denver, and each team member is based or maintains a significant presence in the Denver region. As IKE enters new markets we focus on identifying local experts and organizations to provide on-the-ground services and further the development of the IKE platform. IKE has engaged DynaTouch, a San Antonio based industry leader in kiosk technology systems and management, to provide monitoring and maintenance services.

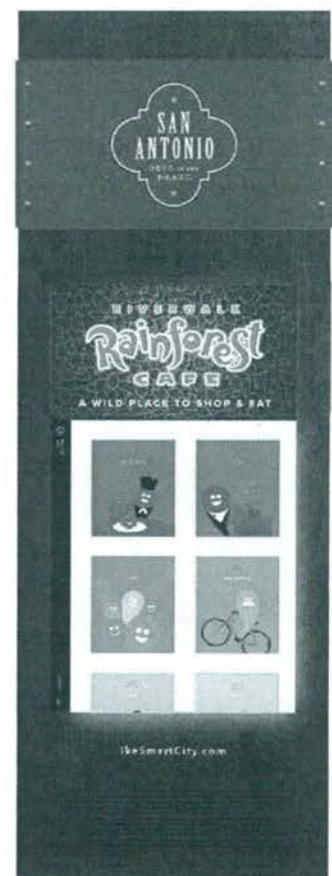
Combined, this project team brings an unparalleled breadth of experience and operational capability from project design, implementation and operation, including a leading media sales organization servicing major brands in markets nationwide.

4. Total Number of Employees, Offices, and Type of Equipment Available

- Orange Barrel Media employs approximately 30 employees in four offices, including Columbus, Ohio; Charlotte, North Carolina; Atlanta, Georgia; and Los Angeles, California. From these offices, OBM owns and manages media assets in fifteen cities across the United States, including New York City, New York; Los Angeles, California; Washington, DC; Boston, Massachusetts; Atlanta, Georgia; Detroit, Michigan; Denver, Colorado; Cleveland, Ohio; Charlotte, North Carolina; Pittsburgh, Pennsylvania; Baltimore, Maryland; Nashville, Tennessee; Columbus, Ohio; Kansas City, Missouri; and Cincinnati, Ohio.
- Panasonic USA is a leading technology partner to businesses and governments, at the forefront of everything from solar panels to smart cities to high-tech stadium experiences. It employs over 10,000 employees across the United States and is headquartered in Newark, New Jersey.
- Legworks Studios is a software design firm that provides best-in-class interactive software to companies such as Nike, Google, and KFC. Legworks has approximately twenty employees and is headquartered in Denver, Colorado.
- Street Media Group is a leader in providing transit amenities to municipalities and other public stakeholder groups. As a partner in IKE from day one, SMG's extensive operational experience and product vision have been integral to the success of the program through all stages of its launch and implementation in Denver, and will provide great value to the program as it scales nationwide. SMG employs approximately twenty employees at its Fort Collins, Colorado headquarters and in other local markets.

Kiosk Design Possibilities

- OBM designs and produces kiosks according to the unique requirements of its civic partners, accordingly, all kiosks are produced after bids are awarded. OBM has obtained commitments from its manufacturers that the demands of this RFP can be met immediately.
- The IKE Platform is a kit of parts containing the best in class hardware and software, but the design and architecture of the kiosks can be customized to meet the design goals of any city. Materials colors, lighting, and even the physical size of the units can be modified to maintain a cohesive appearance in any streetscape.



5. Professional Qualifications

OBM creates value for our clients and the public by designing and creating innovative digital outdoor experiences that add to the character of urban places. Integral to our success is the high value we place on the aesthetic quality and interactivity of our products. Orange Barrel Media strives to integrate a high level of artistry into every campaign we bring to the public. By treating each partnership as an opportunity to add to the experience of our audience as they navigate the city, our displays make positive contributions to both the aesthetic and financial outcome of urban developments. This unique approach positions Orange Barrel Media as market leader in the deployment and operation of digital displays, with a focus on innovative digital content deployment programs. A list of our key personnel's qualifications follows.



Pete Scantland

Chief Executive Officer

Pete is founder and CEO of Orange Barrel Media, where he has led the company since its establishment in 2004. Recognizing that the future of this country was in its cities, OBM's pioneering work in urban media has defined the company since its founding, and Pete's primary focus today is developing partnerships that benefit the unique needs of the cities in which we do business. In addition to setting the strategic direction of the firm, he works closely with OBM department heads and key external partners to ensure mutual success. Pete has a B.A. from Elon University.



Matt Scantland

Chief Technical Officer

Matt oversees software and user experience of IKE in his capacity as CTO and board member of OBM. Matt is uniquely qualified to lead technology at IKE, having founded and currently serving as CEO of CoverMyMeds, the nation's largest Electronic Prior Authorization (ePA) platform, and one of the fastest growing healthcare technology companies in the U.S., employing more than 600 professionals. CoverMyMeds is used in over 50,000 pharmacy locations, by 100,000 medical providers and has helped more than 60,000,000 patients access the drugs they need to live healthy lives. Matt has a B.S from The Ohio State University.

**Danielle Williamson**

Vice President, Sales

With more than 15 years of experience in media sales, Danielle oversees OBM's national and regional sales team. Prior to joining Orange Barrel Media, she was a sales executive at NBC. In addition to overseeing OBM's sales personnel and support staff, she maintains relationships with key clients such as Apple, Google, General Motors and AT&T. Danielle has a B.A. from Kenyon College.

**Jibran Shermohammed**

Director of Development and Corporate Counsel

Jibran oversees the development and management of relationships with OBM's new partners. As an experienced land use and P3 attorney, Jibran helps OBM develop relationships with its partners in which both parties achieve their objectives. Prior to OBM, Jibran practiced law at the Atlanta office of a global law firm and was intimately involved in Atlanta's initiative to develop an arts and entertainment district in its downtown neighborhood. Jibran has a B.A. from Emory University, a Postgraduate Degree from the University of St. Andrews in Scotland, and a J.D. from Emory University College of Law.

**David North**

Director, Development

David oversees the development of new assets from initial evaluation of the project through design, government entitlement, and through final construction. In this capacity, David works closely with our internal team, property partners, governmental agencies, engineering and architecture firms, and sign construction professionals to develop and implement our projects. David has a B.A. and Masters' degree from The Ohio State University.



Adam Borchers, CPA

Chief Financial Officer

Adam oversees the company's accounting and finance departments, and manages reporting for all of OBM's real estate partners, public and private. Adam has more than ten years' experience in accounting, audit and tax, primarily in the media and real estate industry. Adam is a Certified Public Accountant and a graduate of Ohio University with a BBA in Accounting and Management and Strategic Leadership.



Nathan Lemle

Creative Director

Working in concert with both our sales team and development team, Nathan ensures that all creative needs are met from both our advertising and real estate partners. In this capacity on the IKE team, Nathan will work closely with the City of San Antonio to establish the workflow and editorial calendar to ensure the City's communication goals are achieved. Nathan has B.F.A.'s from The Ohio State University and Columbus College of Art & Design.



6. Resumes

Consultants/Subcontractors

Panasonic

Panasonic and Display Devices are responsible for the engineering, fabrication and installation of the program. Panasonic's focus of building a better life and a better world is central to its smart city platform: CityNOW. Leveraging Panasonic's leading technical capability, the CityNOW ecosystem approach to sustainable and integrated community infrastructure informs the technology that brings the IKE units to life. Through network connectivity, robust analytics, real-time two-way communication modules and cutting-edge sensors and effectors, the net result is a community better connected with the local government and the services they need, when they need them, and local governments with a deeper and more profound understanding of their communities' needs.

Jarrett Wendt

Executive Vice President, Strategic Initiatives

Jarrett is charged with leading Panasonic's Smart Cities initiative CityNOW, leveraging the strengths of Panasonic's tremendous history in smart and sustainable solutions, including solar, battery storage, micro-grids, traffic and mobility solutions, healthcare, and more. He also leads corporate partnerships for Panasonic providing large-scale solutions across Panasonic's global portfolio. Jarrett holds a Bachelor of Science degree from the University of Colorado Boulder.

Display Devices

For almost thirty years, Display Devices has consistently raised the bar on industry standards for commercial display products. Display Devices' unique ability to design, engineer and fabricate every element of sophisticated, one-of-a-kind screen and AV executions provides a seamless turnkey solution. That's why such companies as Coca Cola, Disney, Universal Studios and Lockheed Martin rely on their services. In addition to their experience in the commercial market, Display Devices has extensive experience designing, fabricating and maintaining displays for local governmental organizations. Display Devices' expertise has been a crucial aspect in the collaborative development of the IKE platform.

Mervin Perkins

Owner and CEO

Merv has started, owned and operated businesses for 40 years in and around AV and manufacturing with a mechanical and electrical engineering focus. Like many family businesses, he has worn the various hats necessary to build companies from scratch, establishing long standing relationships with the likes of Disney, Coca-Cola, Hitachi, Extron, Lockheed and others. Prior to his business career, he served four years in the Air Force with two tours in Southeast Asia; Vietnam and Thailand.

Legwork Studios

Legwork is an independent creative studio headquartered in Denver. With core competencies in user experience and software development – including front end and back end coding – Legwork's talents have been integral to the development of the IKE software platform. Legwork's involvement in the IKE platform enables one-of-a-kind visual and technical executions by manipulating existing design and applications, and when needed, developing entirely new applications to meet the City's needs. Legwork's client engagements include global consumer facing websites and web applications for Nike, Coca-Cola, Google and other leading brands.

Joey Bullock

Partner/Operations Director

One of the founding partners of Legwork, Joey manages the Legwork production team for the IKE operating system. Since the OS project got off the ground, Joey has scoped and facilitated the creative direction and technical requirements of the operating system itself, as well as the various applications. Joey has a B.A. in marketing and management from the University of Colorado, Boulder.

Crown Castle

Crown Castle International Corp. provides wireless carriers with the infrastructure they need to keep people connected and businesses running. With approximately 40,000 towers and 18,000 small cell nodes supported by approximately 26,500 miles of fiber, Crown Castle is the nation's largest provider of shared wireless infrastructure with a significant presence in the top 100 US markets. This diverse portfolio, coupled with more than 40 offices strategically across the U.S. and with more than 2,800 employees, provides Crown Castle intimate local knowledge of each of its assets.

Crown Castle's customers include all of the major Wireless Service Providers (Verizon Wireless, AT&T, Sprint, T-Mobile), Federal, State and Local government agencies, utility companies, back-haul providers, broadcasters, machine to machine operators and a variety of non-traditional customers.

The Crown Castle portfolio in San Antonio includes over 290 tower sites, 14 small cell nodes and 197 fiber miles.

DynaTouch

DynaTouch is a San Antonio-based IT solutions company, specializing in self-service technologies since 1988. They are a pioneering developer and integrator of secure and controlled customer/patient/visitor/employee-facing interactive technology and kiosk applications for the DoD, VA, IRS, SSA and many other government agencies, focusing on ease of use, data security, ADA/508/HIPAA-compliance, and a commitment to serving, even anticipating customer's needs. DynaTouch understands kiosk hardware, software, multimedia content design and production, system integration and testing, deployment, network management, content management, and every aspect of customer support.

Terri McClelland

Co-Owner and CEO

Terri is a dual-degreed engineer who first worked in project management at Exxon Chemical Company, then joined DynaTouch in 1984, one year after startup of the kiosk company. She was named Chief Executive Officer and became the majority shareholder of the company in 2004. She leverages her entrepreneurial drive to lead the company's business and product development initiatives. She has managed and provided consulting for hundreds of custom kiosk projects over the last 30+ years. She has extensive knowledge and understanding of self-service applications, with a heavy emphasis on customer needs and requirements. She has managed and controlled schedules and costs to deliver on-time, on-budget performance, and has experience providing direction for operations and ensuring compliance with company policies, plans and procedures. She is considered an expert in many aspects of the kiosk business.

The following states the primary work assignment and the percentage of time key personnel will devote to this project if awarded the contract. An organizational chart is also provided to reflect assignments of each key personnel.

**City of
San Antonio**

Orange Barrel Media

OBM will be responsible for completion of 70% of the services procured through this contract and all subcontractors will be responsible for 30% of the services.

Pete Scantland, Chief Executive Officer & Director | **10%**

Matt Scantland, Chief Technical Officer | **10%**

Danielle Williamson, Vice President, Sales | **15%**

Jibran Shermohammed, Director of Development & Corporate Counsel | **20%**

David North, Director, Development | **20%**

Adam Borchers, CPA, Chief Financial Officer | **10%**

Nathan Lemle, Creative Director | **15%**

Panasonic

Jarrett Wendt
Executive VP
15%

Display Devices

Mervin Perkins
Owner & CEO
30%

Legwork

Joey Bullock
Operations Director
20%

Crown Castle

Infrastructure
15%

DynaTouch

Terri McClelland
Co-Owner & CEO
20%

RFP ATTACHMENT A
PART THREE

Proposed Plan

1. Project Management Plan

The following outlines the approach Orange Barrel Media will take to partnering with the City of San Antonio on the deployment of Digital Community Kiosks. The approach and methodology presented here is built on the experience we have obtained through our successful partnerships with other municipalities including Denver, San Diego and Los Angeles. Through these partnerships, we have learned that a hyper-local approach to kiosk development and deployment is the best manner of achieving success. As a result, you will find that the following information presents a plan that contemplates a strong relationship with the City and local actors, but relies on the expertise that Orange Barrel has developed as an innovator in this industry.

IKE is the culmination of more than five years of development in the field of Smart City Technology. We bring an unparalleled breadth of experience and operational capability from project design, implementation and operation, including a leading media sales organization servicing major brands in markets nationwide. This end-to-end solution will allow the City of San Antonio and the Office of Innovation to have a singular point of contact for everything relating to this kiosk deployment. Using a collaborative method, we will work with the Office of Innovation to ensure design, location, content integration, reporting, optimization and accounting procedures are seamless, efficient and effective.

Input from key stakeholders, constituents, elected officials, business improvement districts, Visit San Antonio CVB and others will be incorporated in final deployment. Input from these stakeholders will continue to be sought post deployment as each will become users of these kiosks. Therefore, their feedback remains integral to the ongoing optimization of the program.

IKE is able to collect a robust suite of information pertaining to pedestrian counts, content usage, impressions, demographics, survey/polling, advertising revenue, mapping and transportation. Each of these items will have varying levels of importance and application for the stakeholders in this program. We will ensure the accuracy and relevancy of this data is provided at all times.

OBM employs a team of Sales and Marketing professionals dedicated to the success of this program; they are uniquely qualified and talented each in their own right. We are proud to offer the following Team Members to the City of San Antonio and the Office of Innovation in the execution of this project.

- Pete Scantland, Chief Executive Officer & Director
- Danielle Williamson, Ad Sales / Revenue
- Jibran Shermohammed, Legal and Relationship Management
- David North, Locations, Hardware, Software, Project Management
- Adam Borchers, Accounting
- Nathan Lemle, Creative

2. Project Schedule

If awarded the contract for this project we would engage with the City of San Antonio and the Office of Innovation in a three-part phased strategy comprised of Pre-Development, Development and Operations.

Phase I Pre-Development (approx. 4 months) would include, but not be limited to, the following: collaborative discovery meetings with City of San Antonio Office of Innovation, listening meetings with key stakeholders including Historic Design & Review Committee, site inspections, meetings with Business Improvement District and Visit San Antonio for content integration.

Phase II Development (approx. 6 months) would include, but not be limited to, securing all permits & final locations, engineering, construction/design & fabrication management, BID / CVB CMS integration, and installation.

Phase III Operations (ongoing for term of contract) would include, but not be limited to, the following services: content scheduling and updates, data analytics, advertisement sales and marketing, Financial Reporting, regular software and hardware upgrades.

3. Multi Lingual Support

The following describes how multi-language selection and support will be accomplished by IKE.

IKE supports multiple languages, including Spanish. Full translation of all kiosk content is included in the CMS service and is included in the suite of services provided by OBM

4. Familiarity with San Antonio

The following describes OBM's strategy for achieving intimate familiarity with San Antonio's community, culture, and history. This information also includes how IKE will be able to meet requirements of the Historic Design & Review Committee.

IKE's success is directly linked to its deep integration in the community it supports. As a result, OBM will immediately begin familiarizing itself with San Antonio. Our experience in other cities has shown us that the best way to achieve a high level of familiarity is to partner with local organizations that are deeply rooted in the community. The San Antonio organizations we intend on partnering with include Centro San Antonio, Choose San Antonio, San Antonio Chamber of Commerce, San Antonio Hispanic Chamber of Commerce, San Antonio Tech District, and other organizations recommended by the City and Office of Innovation.

The IKE Platform is a kit of parts containing best-in-class hardware and software, but the design and architecture of the kiosks will be customized to meet the design goals of the City of San Antonio and the Historic Design & Review Committee. Materials, colors, lighting and even the physical size of the units can be modified to complement the aesthetic and placemaking goals of the City of San Antonio. We are adept at navigating the design approvals processes for high profile projects such as this one, working to balance the needs of the City, neighborhood groups, preservationists, residents and adjacent real estate owners.

5. Accessibility

The following describes how IKEs are accessible to persons with disabilities and adhere to ADA and other relevant legal requirements.

IKE is fully ADA-compliant. It is designed to allow users in wheelchairs to lower the content to eye level with the touch of a button.

IKE content is also fully accessible to the visually impaired.

6. Software Integration

The following describes IKE's process for how the City would work with IKE so kiosks will handle and accept documents, web links, maps, images, and other content. The following also provides the standard formats that support development of this content.

The IKE OS is Modern web based application using Javascript, CSS3 and HTML5 capable of accepting a vast array of file formats. The IKE technology team is devoted to providing all resources, templates, creative direction and tools necessary for the development of applications, user interfaces and integration of existing data to meet the unique vision of every city we partner with.

7. Security Measures

The following describes how our plan will ensure security measures and protocol are achieved and administered for kiosk content to be protected against unauthorized access.

IKE employs strict content controls that prevent the misuse or abuse of the platform and protect the City from unauthorized access of unsanctioned content.

Further, in addition to implementing strong firewalls, IKEs function on a platform that is completely segregated from that of the City. This ensures that compromises of one platform will not impact the other.

8. Content Creation & Management

Provide a detailed plan on how the City can provide and manage this content at no cost to the City.

Content Assistance for City, BIDs, and PIDs

Through our deployment of the system in Denver, it has become apparent that Cities', BID's, and PID's content deployment is best managed by OBM, all in accordance with the Cities' goals and strategy. This workflow allows the city to focus on critical governmental functions while allowing OBM's staff to develop content, deploy it according to an editorial calendar developed for the City, and ensure that the city's content is at all times fresh and relevant.

The City will be provided with an intuitive dashboard that allows the City to receive data and analytics from IKEs, communicate with the OBM team for implementation of new initiatives, and send OBM edits for current content. Ultimately, OBM provides an end-to-end service through which it creates, edits, and manages all content on IKEs, but all content will be customized to the City's requirements, and will be edited according to the City's needs. This is handled by OBM at no cost to the City.

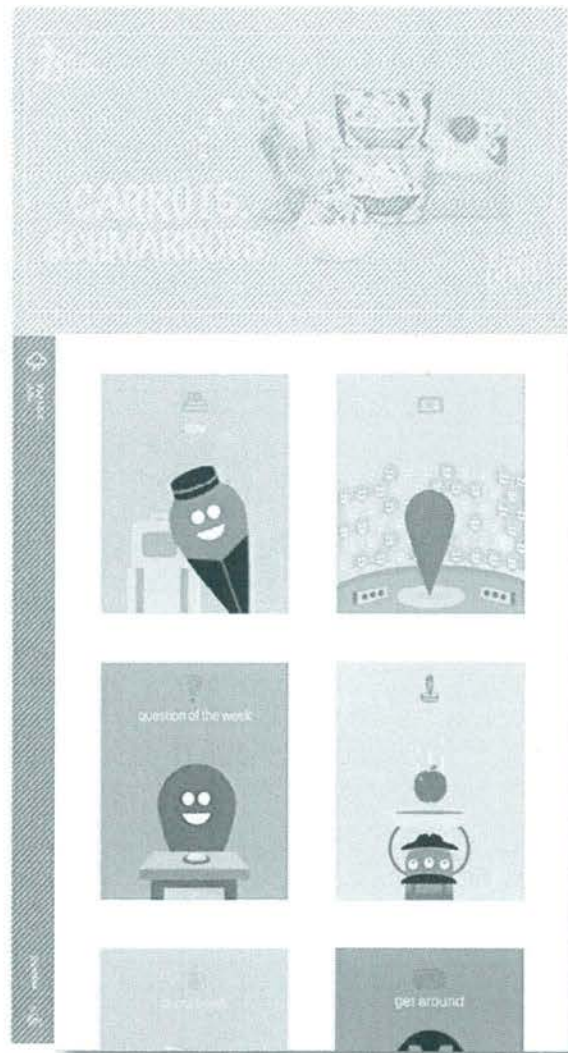
Geocentric Content Management System (CMS)

To ensure accurate and timely updates as destinations and points of interest change in the City, IKE pulls information in real-time from Geocentric, the leading CMS system for Cities and Business Improvement Districts. Included in the deployment is an OBM-led process, including all staffing, to populate the CMS, as well as a subscription that can be used by the city to maintain one centralized database of all retailers, restaurants, attractions and other points of interest in the city. This wealth of information can then be deployed to populate websites, social media, mailing lists and other City/BID communications.



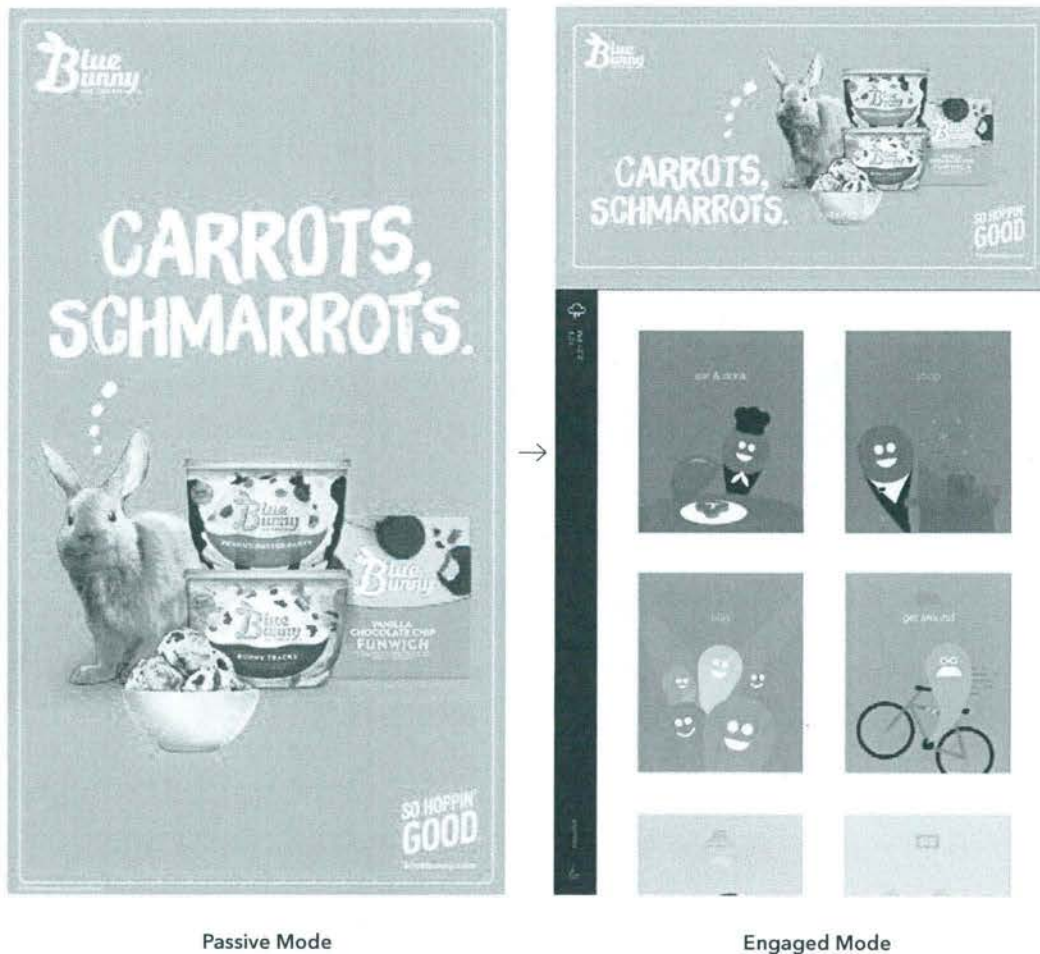
User Experience Overview

The interactive and public service communication functionality of IKE is a primary component of the design. Instead of being relegated to a secondary position on a tablet, the large screen itself is a touchscreen display, which encourages pedestrian interaction with a series of ever-expanding applications (see Dashboard on next page), all available at the touch of the screen.



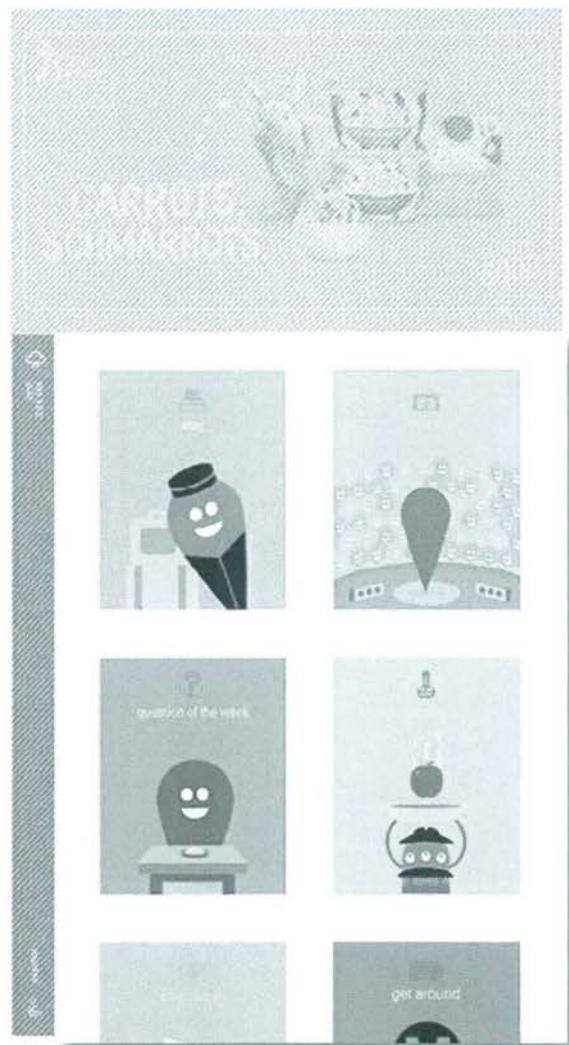
Passive Mode (Attract Loop)

This is the default mode of operation when a pedestrian has not engaged the interactive features. During the Attract Loop mode, the entire screen is occupied by a 9:16 (portrait) aspect ratio layout containing eight spots in an even 10-second rotation. This “content wheel” features a combination of city, community, arts and sponsored content. When a pedestrian has engaged the IKE unit, the content wheel from the attract loop is resized to a 16:9 (landscape) aspect ratio and relocated to the top third of the screen. The bottom two thirds of the screen show Dashboard, which is the starting point for launching the IKE experience.



Interactive Mode (Dashboard)

This is the home screen that begins every IKE experience. Dashboard allows a pedestrian to launch an app, and is manipulated by swiping gestures immediately familiar to any user of a smartphone.





Eat, Play, Shop, Stay

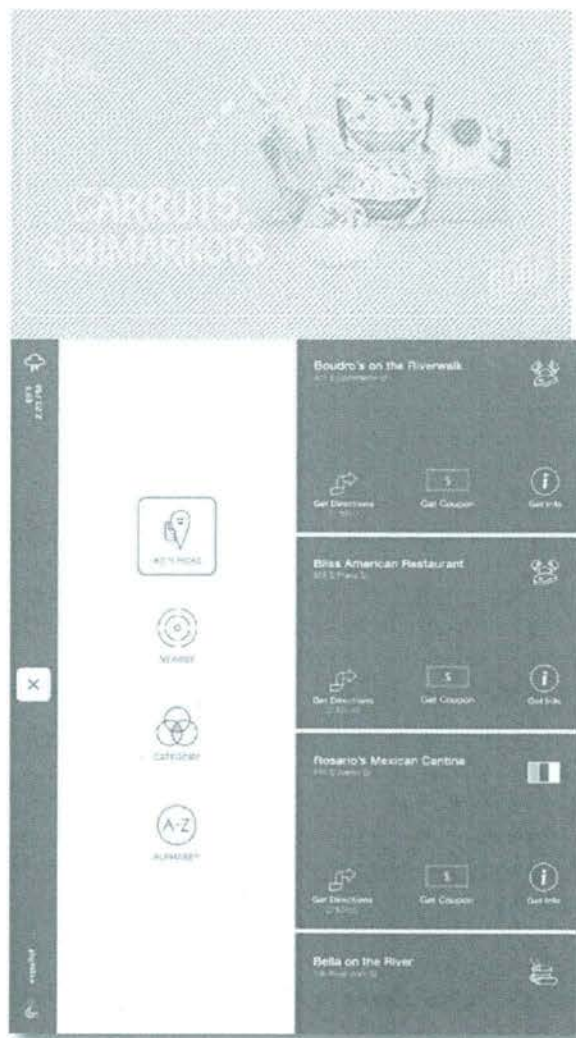
Designed specifically for pedestrians, IKE is the wayfinding system of the future. IKE's digital technology makes it easy for pedestrians to discover the very best of San Antonio, highlighting nearby cultural attractions, special events and other points of interest with real-time accuracy — and then provide directions to get them where they want to go. Custom mapping programs allow the City to categorize businesses, services and attractions in a proprietary and locally relevant way, rather than relying upon Google Maps or other off-the-shelf solutions that already exist on smartphones. Once a user has selected a destination, IKE shares the information with the user's mobile device, automatically enabling turn-by-turn directions guiding them to the destination, encouraging a pedestrian-oriented city.



EAT, PLAY, SHOP, STAY

Directories

Directories display filterable lists of content such as restaurants, bars, galleries, hotels, shops and events. Users can explore and switch between different views or functional aspects of directory results with the tabs on the left side of the display.

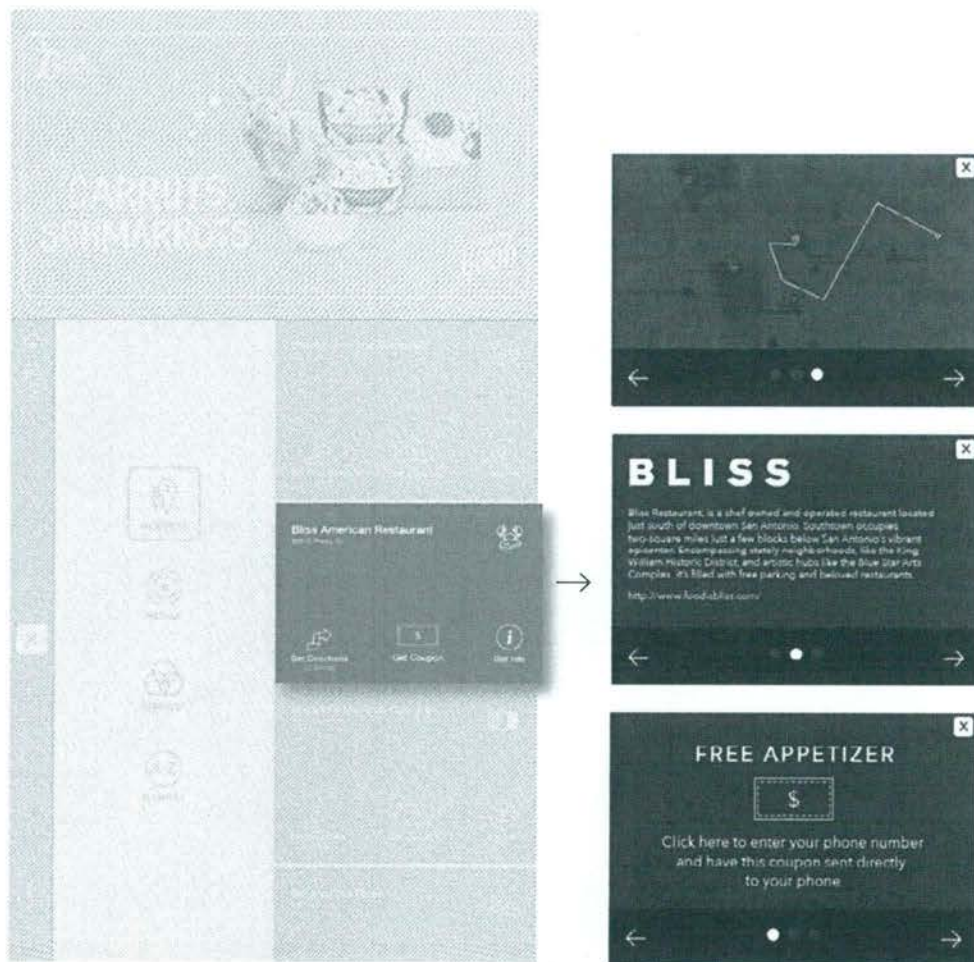




EAT, PLAY, SHOP, STAY

Directory Cards

After a user selects a particular destination, a directory card appears and is an entry point for more detailed information. A card can contain directions, special offers, photos and additional text. The directions and address can be transferred to a handheld device for convenience.

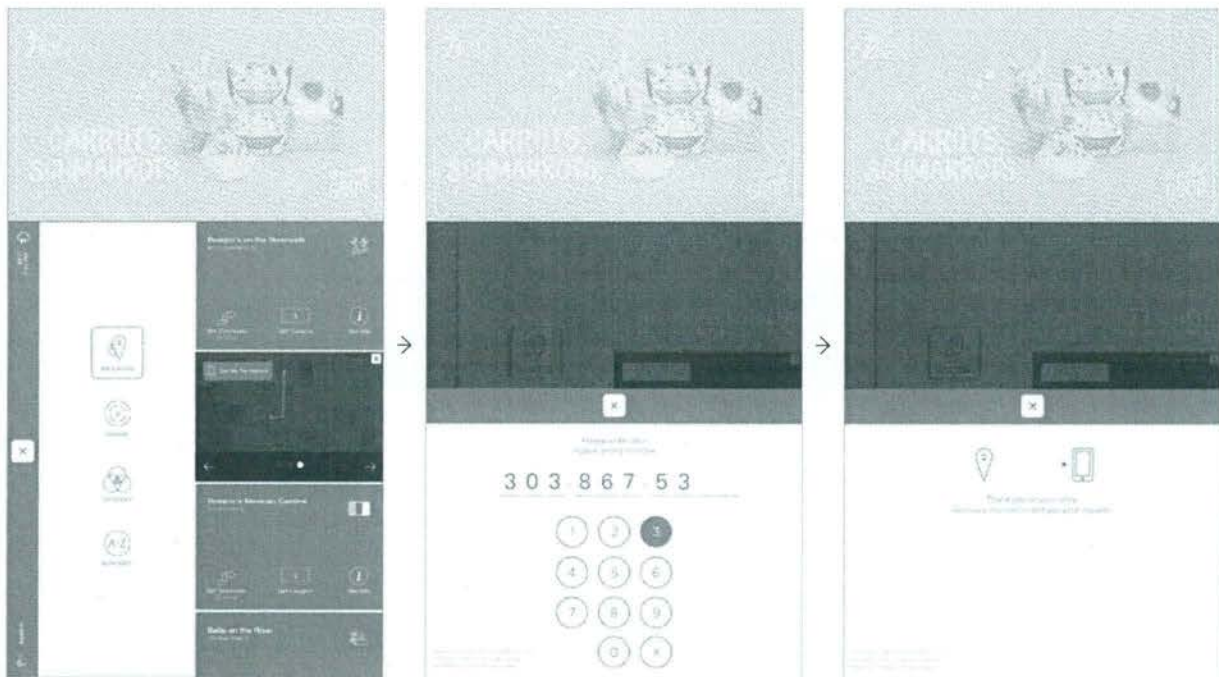




EAT, PLAY, SHOP, STAY

Directions To-Go

Addresses, directions and coupons can be texted from Ike! directly to the user's smartphone, which launches their smart phone's mapping app and allows for uninterrupted navigation from Ike! to the selected destination.

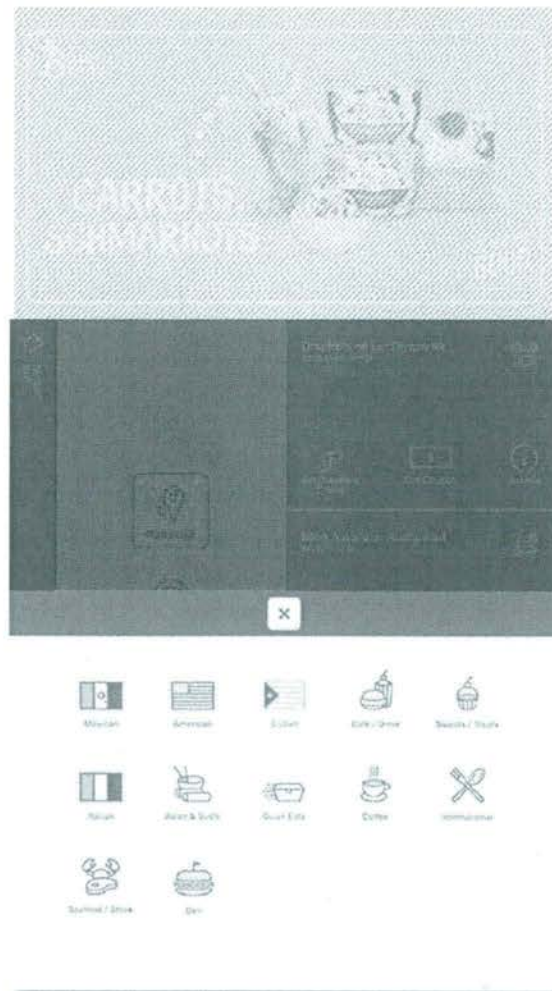




EAT, PLAY, SHOP, STAY

Filters

Interacting with a tab launches a filter menu that allows a user to focus on a subset of results within a category. If a user, for example, selected a restaurant tab from the list of directories, they could filter their restaurant results by type of cuisine such as Cuban, Italian or seafood. Additionally, users can filter transit options, civic and cultural institutions and retail shops.

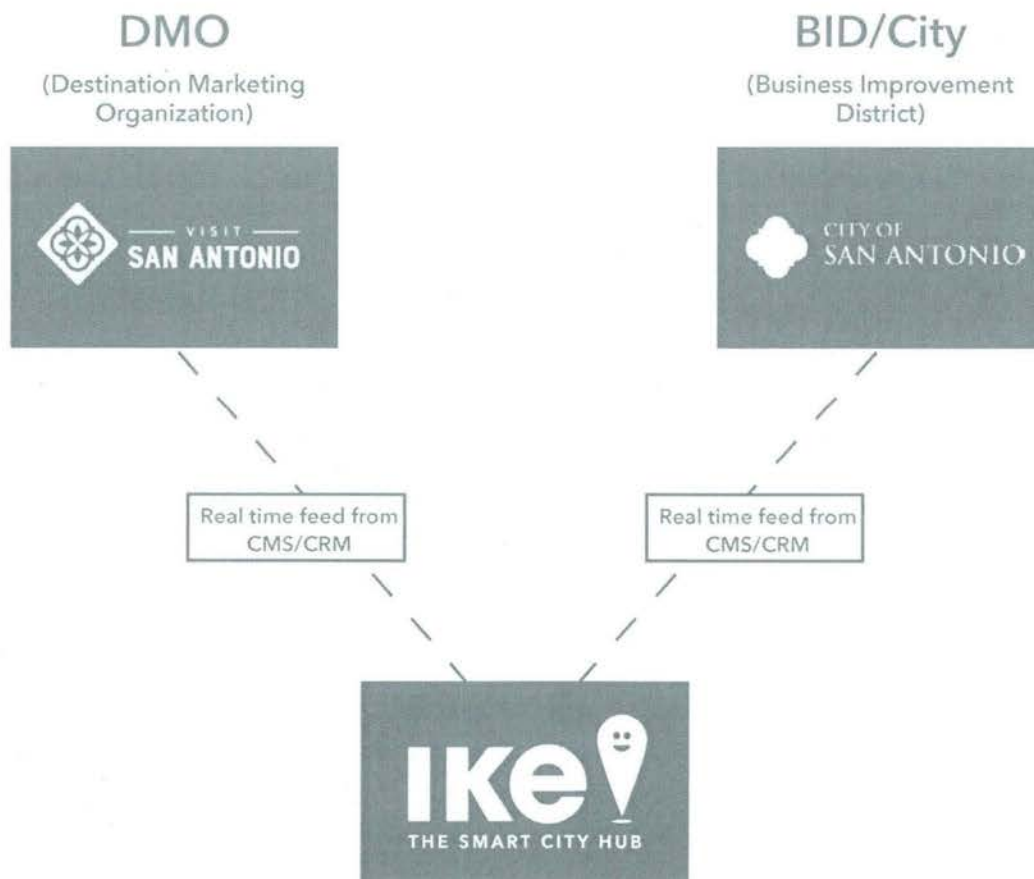




EAT, PLAY, SHOP, STAY

Live Content Updates

IKE can syndicate content from the CMS and CRM systems used by business improvement districts and destination marketing organizations, creating a logical and seamless presentation, consistent with the City's existing marketing initiatives. Additionally, the IKE platform includes a subscription to Geocentric, the leading content management system for BID's nationwide, which can be used by San Antonio BID's, and the city to create one centralized database of destinations, which in addition to populating IKE can also power social media, web and other efforts. Please see Value Added section for more detail.





Getting Around

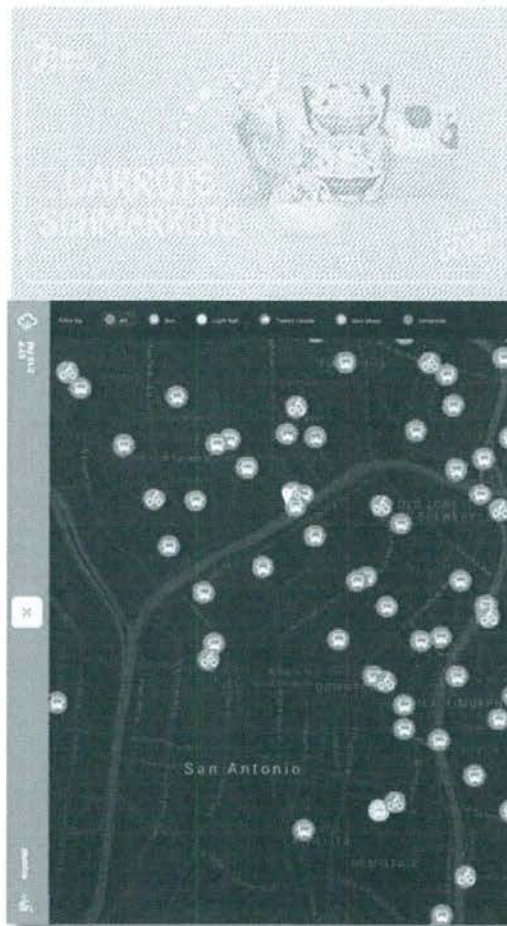
Public transportation is paramount to any smart city, and IKE provides information and route maps for multi-modal transportation options including public transit, bike share and car share services to get in and around the City efficiently. This functionality will further enhance the City's investment in public transit, creating a powerful platform to encourage visitors to consider alternative means of transport. Directions can then be sent directly to users' mobile devices for ease of transit from unit to destination.



GETTING AROUND

Real Time Transit Information

The Getting Around application provides all mobility solutions at the users' fingertips, promoting increased use of public transit through real-time display of transit updates, including route schedules, directions and information for all forms of public transportation: light rail, bus, bike share or car share services.

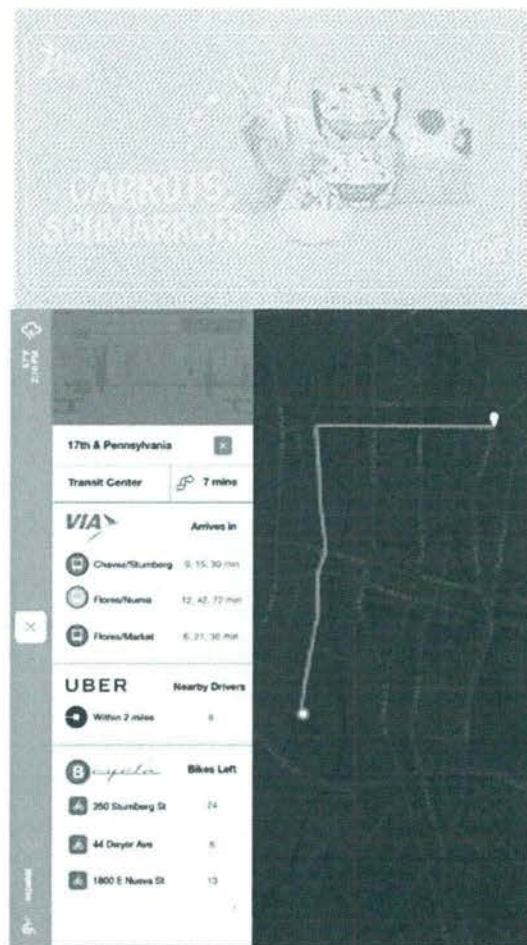




GETTING AROUND

Real Time Transit Information

When a destination is selected, IKE provides directions and walking time to that specific transit stop. Along the lefthand side, real-time arrivals and departures for each applicable transit line are displayed. For bike share stations, IKE presents live counts of available bikes and open docks.

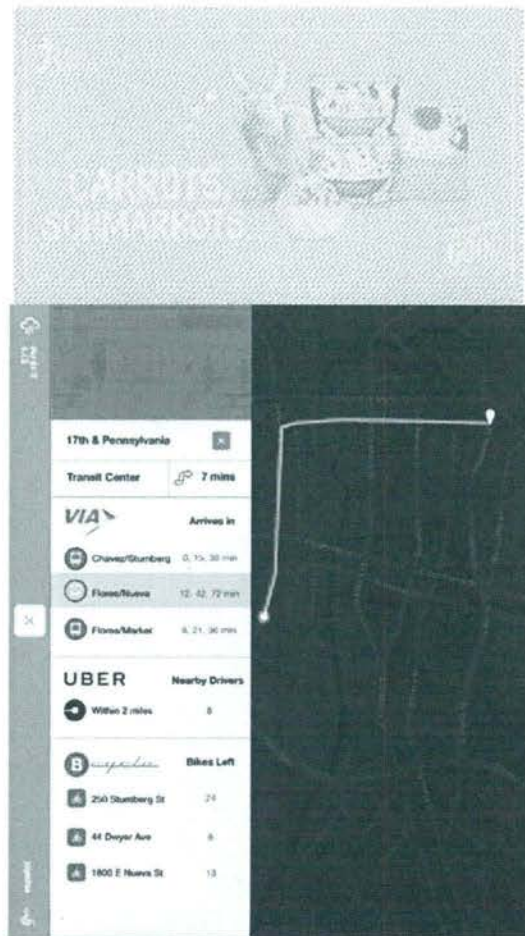




GETTING AROUND

Real Time Transit Information

After a transit option is selected, IKE shows the entire route on the map, creating a seamless and immersive experience to help new users understand transit options and get to their destination efficiently. All of the functionality in this app is customizable to suit the specific public transportation offerings in any city.





What's Happening

San Antonio is a sparkling and culturally diverse community teeming with all sorts of activity, and IKE provides a look at events and opportunities to enjoy today, tomorrow and throughout the entire month. This is an opportunity for the city to highlight not only events, but also health awareness months and cultural celebrations, for example. The digital nature of the displays allows for the city to change messaging on an unlimited basis, including dayparting to reach a different segment of the population throughout the day. Additionally, content can be regionalized by geographic location, to highlight events by neighborhood or welcome convention-goers to the City for example.



WHAT'S HAPPENING

Events

The filterable events directory helps the public stay informed about local happenings, both current and upcoming. Users can learn about activities, events and opportunities immediately available to them, as well as plan for future events they might be interested in attending.

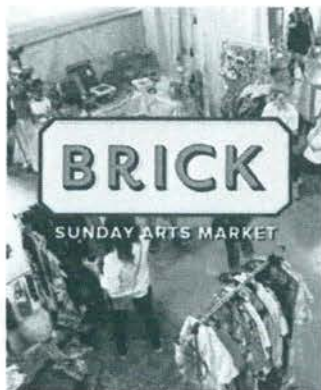




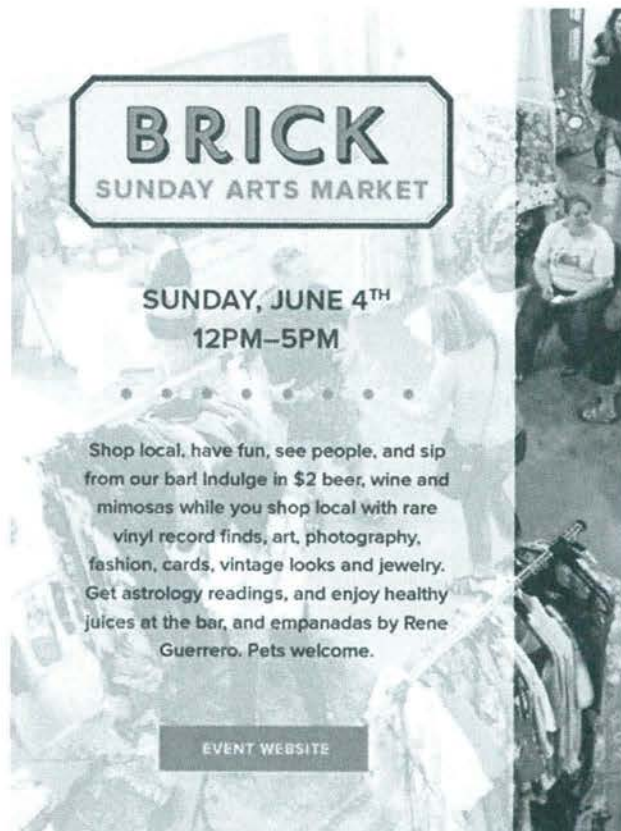
WHAT'S HAPPENING

Poster Applications

These provide a front-and-center way for the city to promote items of timely importance such as the weekly Lincoln Road Farmers Market, and City initiatives like the designated "Safe Places" for LGBTQ residents and visitors and the public meetings for the proposed Light Rail/Modern Street Car Project. The poster can contain graphics and text, and be transferred to a user's mobile device.



COVER IMAGE

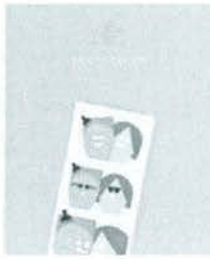


APPLICATION DETAIL



Interactive Fun & Games

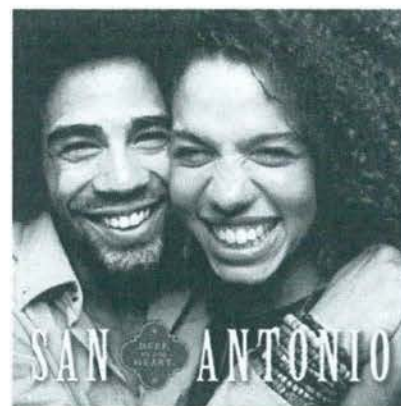
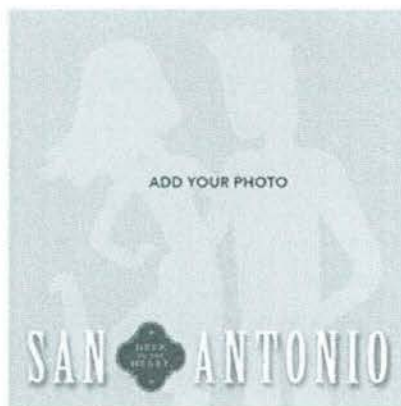
IKE offers additional points of interaction through a series of entertainment apps. These games and activities provide a fun source that entices pedestrians to further engage with the city, as well as share their experiences through various social media outlets.



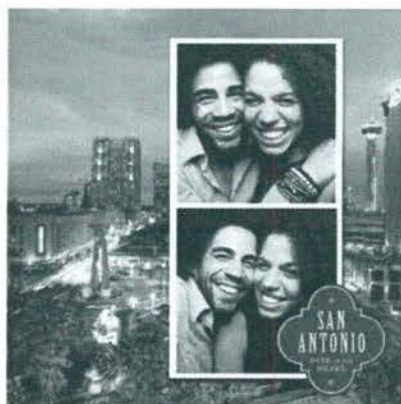
INTERACTIVE FUN AND GAMES

Photo Booth

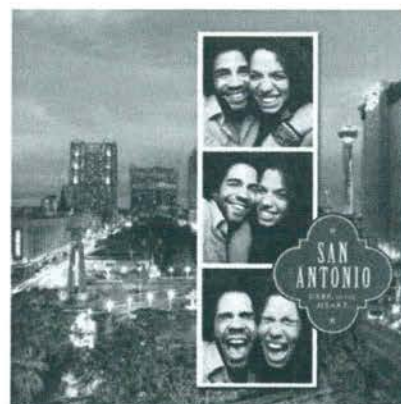
A combination of simple touch interactions and modern hardware creates something social and meaningful. Pedestrians can use the app to take their photo and apply it to a postcard featuring an iconic San Antonio image. The final images can be sent directly to a user's phone and shared across multiple social media platforms.



1 PHOTO SAMPLE



2 PHOTO SAMPLE



3 PHOTO SAMPLE



INTERACTIVE FUN AND GAMES

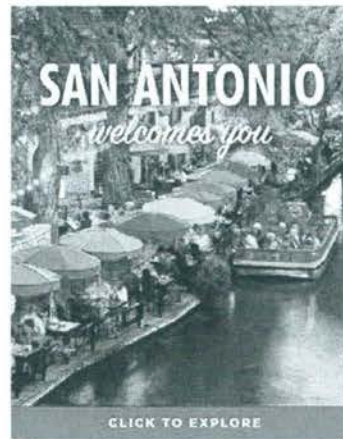
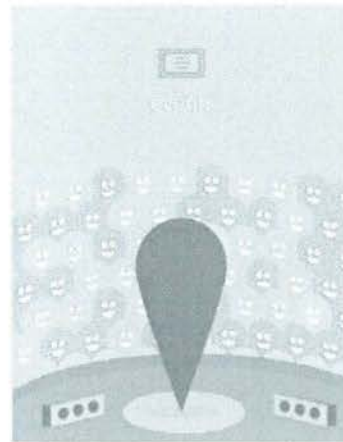
Catchy

IKE has the ability to leverage third-party developed games that use simple mechanics and can be controlled with touch gestures. These games create another point of interaction and brand recognition for people who are walking the area or waiting for a bus. As their game experience ends, users can be presented with a local coupon or offer thanking them for their interaction.



Custom Applications

The IKE OS has the ability to display external applications as well. Development of specific apps and games that use the touch interaction, camera feature and redemption methods can easily be integrated into the IKE interface.





Real-time Public Polling

Municipalities have long searched for a simple and effective communication platform to engage residents and visitors quickly. From the simple and fun-loving Question of the Week about local sports teams or favorite foods to polling the public about municipal spaces and key issues, IKE provides an efficient tool for the public to share opinions with city leadership resulting in readily available analytics. IKE's powerful applications and functionality can be integrated with users' smartphones to create a portable extension of the IKE experience, and allows for increased interaction between the city and users via a custom city branded IOS/Android app.



Essential City and Emergency Communications

IKE allows for the immediate broadcast of emergency messages and critical updates from governmental authorities, creating a highly visible medium to deliver information to the public. The system can automatically display Amber and Silver Alerts, and we can provide training and access that allows City staff to co-opt the system during emergencies and upload content directly, displaying road closures, hurricane evacuation routes and mosquito spraying schedules, for example.



Pedestrian Counter

By employing both traditional optical pedestrian counters and digital geofencing technology, IKE collects, collates and communicates a wealth of valuable data. The optical pedestrian counter provides traditional data that will aid the City in understanding traffic flows. In addition to the optical counter, each IKE unit contains a sensor that establishes a geofence perimeter around the unit (set at 100' by default, but can be modified) that then identifies the unique RFID signal from pedestrians' cell phones. This data allows the City to study traffic counts, average dwelling times, geography and other psychographic data, and can assist the City in activities ranging from attracting retail to developing marketing campaigns that drive tourism. In addition to functioning as data gathering tools, the technology is capable of pushing curated content to the smartphones of pedestrians in the area. Once pedestrians opt-in, the beacons allow the City or other recognized authorities to push weather, safety and PSA notifications to users' mobile phones. All of this data is accessible to the City in a web-based dashboard, allowing for configurable reports and analytics.

9. Marketing Plan

The following provides a detailed plan for marketing and promoting IKE as advertising space. The plan includes a strategy for the engagement of local businesses, and strategies for dealing with content restrictions.

OBM's operating strategy is based on developing iconic and non-replicable projects rather than offering commoditized billboards and street furniture like most conventional billboard companies. In fact, we don't own standardized displays, concentrating instead on assets special enough by virtue of their unique technology, design and location to be sold on their individual merits. OBM's singular focus on premium formats allows us to address each project individually, achieving maximum revenue per project. This laser-focused dedication to each project allows us to deliver on the full potential for our public and private landlords, where their extraordinary property is not averaged with hundreds of less valuable locations nationwide. OBM respects the need to maintain a high quality of content in the public right of way, and therefore is accustomed to content restrictions of the type outlined in the Scope of Work.

Small Business Assistance

During Engaged Mode, IKE displays, at no charge, a wealth of information for small businesses, non-profits and other organizations who would otherwise lack the ability to advertise in San Antonio. OBM personnel will provide assistance designing and configuring this content, all at no charge to the City.

10. Maintenance and Repair

The following provides OBM's plan for the maintenance, repair, and replacement of IKEs during the contract period. Included in this section are expected response times to maintenance requests and the plan to notify businesses, customers and the City of any issues.

OBM places a high priority on servicing and maintaining IKEs at all times. Accordingly, OBM insures that IKEs are cleaned on a daily basis. In partnership with DynaTouch, a national leader in kiosk and IT technology headquartered in San Antonio, we are able to conduct daily scheduled cleaning to address any damage, dirt or other issues associated with the proper functioning of the kiosk. Should any issues arise pertaining to internal hardware (monitor, HVAC, camera, etc.) our partners with Panasonic and/or Display Devices are equipped to provide on-call replacement/repair service. While unlikely, in the event of any such interruption of service The City of San Antonio Office of Innovation would be notified within 24 hours of the issue affecting service.

Additionally, OBM implements real-time monitoring of the IKE Operating System to ensure all content is loading and running properly. If we detect any abnormalities in the operating system we are able to address the situation remotely, which expedites response time.

11. Sample Usage Reports

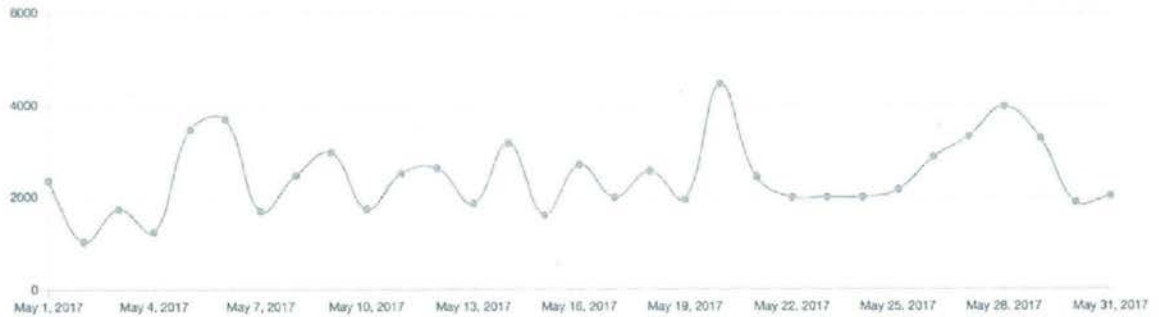
The following provides sample usage reports that our team has used for past project(s), reflecting statistics and other information for content strategy.

IKE uses proprietary data analytic software that provides data visualizations and metrics in the form of charts, graphs, lists, and more. This analytics tool offers the ability to track and monitor the status and health of the IKE Operating System as well as track various metrics of user behavior and engagement including sessions, screen views, actions, and visitor and demographic information detected from facial recognition software and associated cameras.

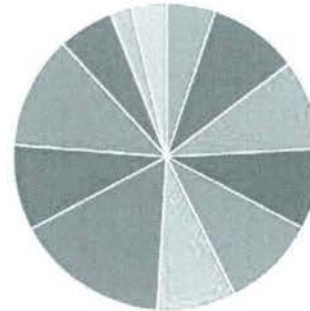
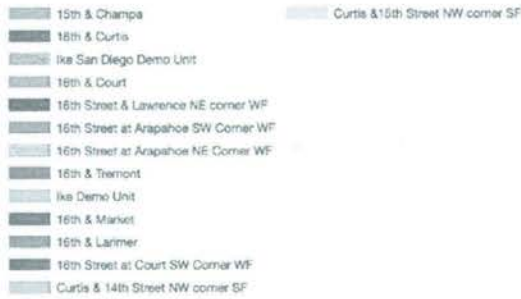
IKE Analytics Data

Time Period: Last Month | Time Period: 30 Days

All Views Last Month (May) | 75337 Views



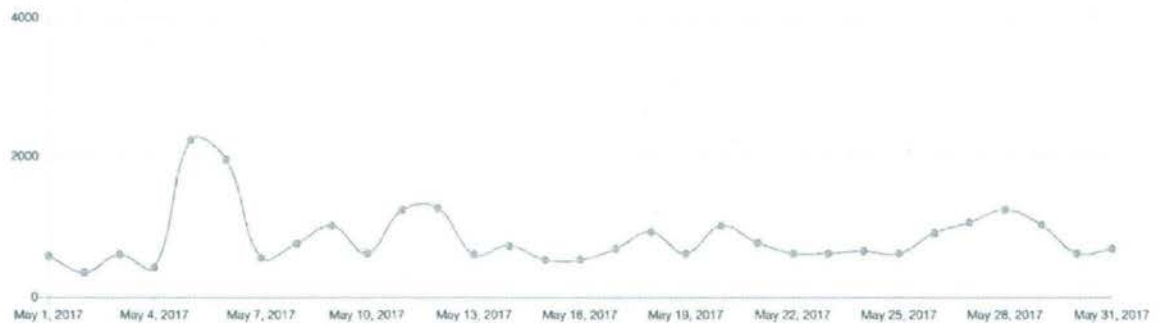
Views by Kiosk One Month Ago (May)



App Views for Last Month (May)



All Visits for Last Month (May) | 25905 Visits



12. Kiosk and Content Integration

The following provides examples and a detailed plan for the City on how IKEs and their content would be integrated with a mobile app version that mirrors its intent. The following also explains how mobile integration would display nearby locations/sites and information to the user and how glitches or technical difficulties with the app will be managed.

While we already support a great deal of interaction between the users' mobile device and IKE, we are currently pursuing developing a web-based application as a companion to the IKE platform. We believe a web based solution will be easier to manage and implement but more importantly will create higher user engagement rates, due to the inherent challenges of being discovered in the app store. Through our integrated text-to-phone and NFC technology, we can send a link to this web application to the users mobile phone, where it can run on the users browser, and will not require downloading a new application. This solution would allow a kiosk user to simply type the appropriate URL in their mobile browser versus going through the various steps required to find and download an APP. This option will create the most seamless delivery of content with the least amount of disruption to the overall user experience.

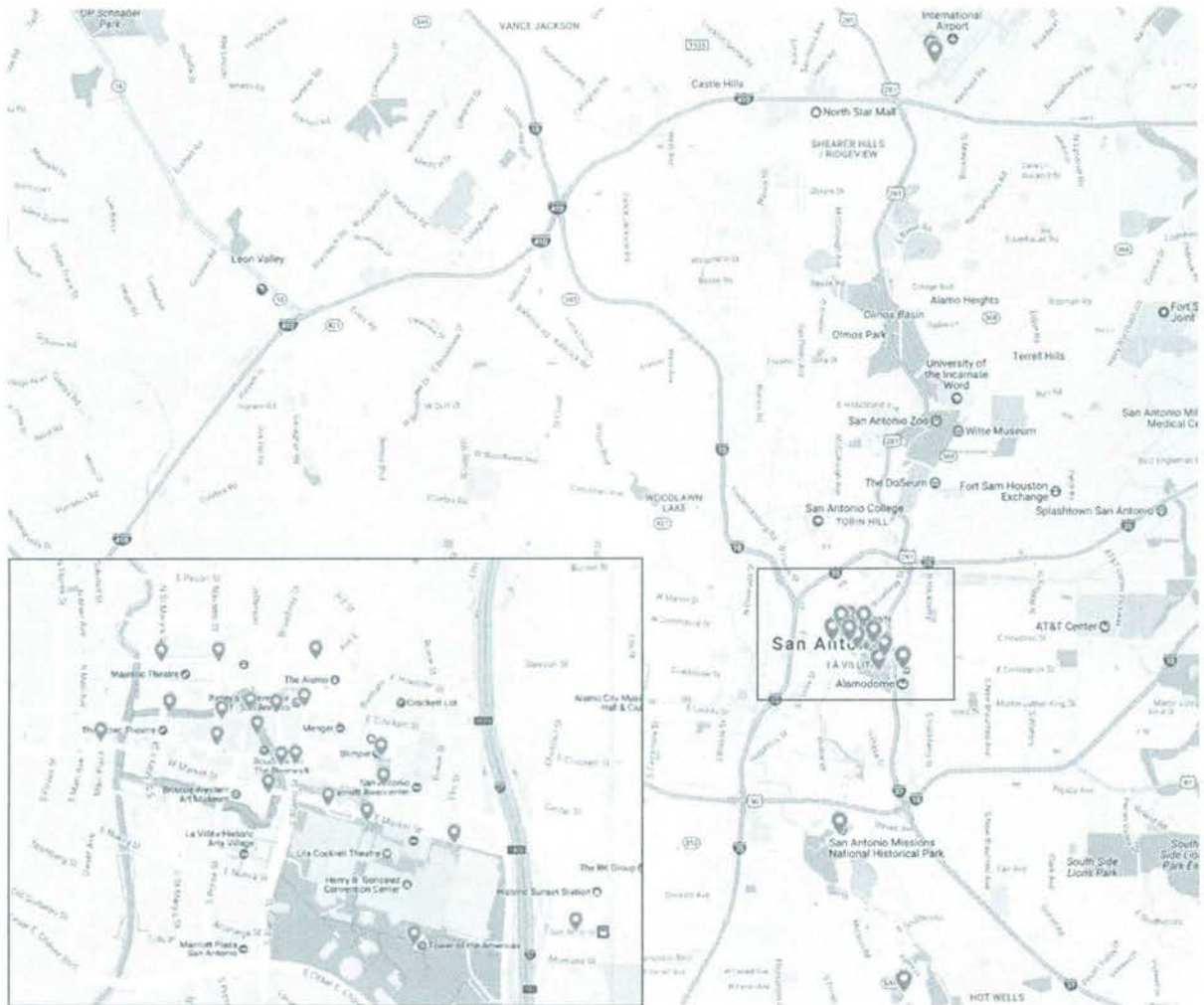
Credit Card transactions can be hosted on the mobile enabled web page that is a companion to IKE. Users will be able to select what they chose to purchase on screen and complete the transaction securely on their phones using their preferred payment method. The transaction will employ IKE's text integration technology through users will be able to seamlessly transfer information from IKEs to their cell phones through a text message. This model strives to present a solution that will be able to integrate with VIA Metropolitan Transit's current mobile payment processing infrastructure as well as any paperless, mobile enabled ticketing.

13. Additional Recommendations

The following includes any additional recommended activities/tasks and/or locations not included in Scope of Services.

Due to the innovative and burgeoning nature of this technology, OBM recommends that the City of San Antonio require bidders to arrange for a visit to a city in which kiosks have been deployed. A site visit will allow the City to interact with the product provided by each bidder and ensure that bidders are able to meet the qualifications required by the City. As is the case with all new technology, intuitiveness and functionality will determine the success of digital community kiosks. Only through interaction with a kiosk, will the City ensure that the proposed kiosk meets the City's expectations.

Additionally, OBM recommends the following as potential locations for IKE. The Downtown San Antonio area presents by far the most attractive locations for the development of the IKE network. To maximize the opportunity, we have chosen locations in visible areas with high existing pedestrian traffic to provide wayfinding and other beneficial content for the for the City's guests and residents.



14. Kiosk Relation

The following provides OBM's plan for the relocation of the kiosks including if any additional costs would be required to be paid by the City for the move.

OBM will work with the City of San Antonio to accommodate the relocation of kiosks as determined by the City. There is no projected cost to the City for relocation or installation of kiosks within the contract period.

RFP ATTACHMENT B

Compensation Schedule

REVISED RFP ATTACHMENT B

COMPENSATION SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of 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 Compensation Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Respondent must provide both Options 1 and 2 to be considered responsive.

OPTION 1 – REVENUE PERCENTAGE OR MAG, CITY COST AT \$0

Identify proposed minimum annual guarantee to be paid to the City of San Antonio that INCLUDES one-time upfront costs for fabrication/installation.

Contract Year	Revenue % Share for City	Estimated Payment to City through Revenue Share	Minimum Annual Guarantee Payment to City
YEAR 1	20.5 %	\$174,537.00	\$150,600.00
YEAR 2		\$225,427.84	\$153,612.00
YEAR 3		\$296,529.73	\$156,648.24
YEAR 4		\$308,808.12	\$159,817.92
YEAR 5		\$321,454.87	\$163,014.28
YEAR 6		\$447,231.01	\$166,274.57
YEAR 7		\$460,647.94	\$169,600.06
YEAR 8		\$474,467.38	\$172,992.06
YEAR 9		\$488,701.40	\$176,451.90

OPTION 2 – MAG, ONE TIME COSTS EXCLUDED

Identify proposed minimum annual guarantee to be paid to the City of San Antonio and one-time upfront costs for fabrication/installation to be expensed to City that must be EXCLUDED from MAG.

Contract Year	Revenue % Share for City	Estimated Payment to City through Revenue Share	Minimum Annual Guarantee Payment to City	One Time Cost for City
YEAR 1	<u>35.5 %</u>	<u>\$ 497,497.00</u>	<u>\$ 350,600.00</u>	<u>\$ 2,750,000.00</u>
YEAR 2	<u>35.5 %</u>	<u>\$ 585,625.04</u>	<u>\$ 357,612.00</u>	
YEAR 3	<u>35.5 %</u>	<u>\$ 708,752.70</u>	<u>\$ 364,764.24</u>	
YEAR 4	<u>35.5 %</u>	<u>\$ 730,015.29</u>	<u>\$ 372,059.52</u>	
YEAR 5	<u>35.5 %</u>	<u>\$ 751,915.74</u>	<u>\$ 379,500.72</u>	
YEAR 6	<u>35.5 %</u>	<u>\$ 774,473.22</u>	<u>\$ 387,090.73</u>	
YEAR 7	<u>35.5 %</u>	<u>\$ 797,707.41</u>	<u>\$ 394,832.54</u>	
YEAR 8	<u>35.5 %</u>	<u>\$ 821,638.64</u>	<u>\$ 402,729.20</u>	
YEAR 9	<u>35.5 %</u>	<u>\$ 846,287.79</u>	<u>\$ 410,783.78</u>	

One Time Cost –

YEAR ONE - Includes fabrication, installation, fees associated with initial set up of kiosks

YEARS TWO through NINE - Reserved for, and includes fabrication, installation, fees associated with initial set up of any additional NEW kiosks requested by City's throughout term of contract.

OPTION 3 – ADDITIONAL COST OPTIONS

As described in Section 004 – Scope of Service, a Respondent may propose additional financing options that the Respondent believes beneficial for the City. Respondent shall include a cost breakdown and/or detailed report for the proposed option to include potential revenue to the City. Respondent's options must be based on the proposed contract term, including renewal periods, and shall meet all the requirements and scope of services listed herein the RFP document. You may propose your options in a separate sheet to this attachment for submission as part of your proposal.

Contract Year	Revenue % Share for City	Estimated Payment to City through Revenue Share	Minimum Annual Guarantee Payment to City
YEAR 1	<u>27.5 %</u>	<u>\$309,760.00</u>	<u>\$ 250,600.00</u>
YEAR 2		<u>\$378,028.20</u>	<u>\$ 255,612.00</u>
YEAR 3		<u>\$473,408.79</u>	<u>\$ 260,724.24</u>
YEAR 4		<u>\$489,879.80</u>	<u>\$ 265,938.72</u>
YEAR 5		<u>\$506,844.94</u>	<u>\$ 271,257.50</u>
YEAR 6		<u>\$599,944.04</u>	<u>\$ 276,682.65</u>
YEAR 7		<u>\$617,942.36</u>	<u>\$ 282,216.30</u>
YEAR 8		<u>\$636,480.63</u>	<u>\$ 287,860.63</u>
YEAR 9		<u>\$655,575.05</u>	<u>\$ 293,617.84</u>

The City of San Antonio and Orange Barrel Media will equally share in the upfront capital expenditures. Orange Barrel Media will pay the City of San Antonio the greater of 27.5% of annual net revenues, gross revenues less OBM's share of capital expenditures on a 5-yr straight-line basis, or the minimum annual guarantee of \$250,600 which increases 2% annually.

RFP ATTACHMENT C

Contracts Disclosure Form

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.			
First:	Pete	M.I.	Last: Scantland
Suffix:			
*2. Contract information.			
a) Contract or project name:	Request for Proposals for Digital Community Kiosks		
b) Originating department:	Office of Innovation		
*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).			
Orange Barrel Media, LLC			
*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.			
☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities. Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:			
*5. List any individuals or entities that will be subcontractors on this contract.			
☐ Not applicable. No subcontractors will be retained for this contract. Subcontractors may be retained, but have not been selected at the time of this submission.			
☒ List of subcontractors, including the name of the owner(s), and business name: Display Devices, Mervin Perkins, Owner and CEO Legwork Studios, Joey Bullock, Partner/Operations Director DynaTouch, Terri McClellant, Co-Owner and CEO Panasonic, Jarrett Wendt, Executive Vice President, Strategic Initiatives			
*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.			
☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract. List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:			

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☒ No

Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*3. Contribution Prohibitions for "High-Profile" Contracts

- ☐ This is not a high-profile contract.
☒ This is a high-profile contract.

☒ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

☒ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name:

Title: CEO

Company Name or DBA:

Date: 06/07/2017

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

[Print Form](#)

RFP ATTACHMENT D

Litigation Disclosure Form

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

RFP ATTACHMENT E

SBEDA Program Forms



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **Digital Community Kiosks**

PRIME CONTRACTOR NAME: Orange Barrel Media

Please review the following information before completing the form:

1. Prime contractor must list **ALL** certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed **NON-RESPONSIVE**.
3. For a Prime contractor or Subcontractor to count toward a City required subcontracting goal(s), the Prime contractor or Subcontractor must be SBEDA eligible and have the same certification(s) as the City required subcontracting goal(s).
4. To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) **AND** must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.

For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Small Business Enterprise (SBE) Prime Contract Program	10		0%	NO	N/A
Minority/Women Business Enterprise (M/WBE) Prime Contract Program	10		0%	NO	N/A
Small Business Enterprise (SBE) Subcontracting Program		4%	20%	YES	NO

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent:

Sign and Date

Name

Pete Scantland

Title

CEO

Director or Designee of Economic Development:

Sign and Date

☐ APPROVED

☐ DENIED

Version: 7/15/16 pg.1

All sections of the following table must be completed for all firms listed. List all certified or non-certified Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	Orange Barrel Media	No	\$2,750,000.00	100%	559-70
SUB	Display Devices	No	\$1,375,000.00	50%	155-40
SUB	Legwork Studios	No	\$100,000.00	100%	208-80
SUB	Crown Castle	No	\$100,000.00	100%	838-33
SUB	DynaTouch	Yes	\$80,000.00	100%	155-40
SUB	Panasonic	No	\$1,375,000.00	50%	155-40
SUB					
SUB					
SUB					
SUB					
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SUB					

Version: 7/15/16 pg. 2

RFP ATTACHMENT F

LPP Ordinance Identification Form

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 0 %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: RFP for Digital Community Kiosks (RFP-17-039)

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Orange Barrel Media, LLC	
Physical Address:	250 N. Hartford Ave.	
City, State, Zip Code:	Columbus, OH 43222	
Phone Number:	614-294-4898	
Email Address:	pscantland@orangebarrelmedia.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>30</u>		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	☐ No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	☐ No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	N/A	
Physical Address:	N/A	
City, State, Zip Code:	N/A	
Phone Number:	N/A	
Email Address:	N/A	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: <u>0</u>		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	☐ No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	☐ No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	☐ No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	☐ No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	☐ No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Pete Scantland

(Print Name) Authorized Representative of Bidder / Respondent



(Signature) Authorized Representative of Bidder / Respondent

CEO

Title

5/30/17

Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

RFP ATTACHMENT G

VOSB Preference Program Identification Form

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: RFP for Digital Community Kiosks (RFP-17-039)

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:	Orange Barrel Media	
Physical Address:	250 N. Hartford Ave.	
City, State, Zip Code:	Columbus, OH 43222	
Phone Number:	614-294-4898	
Email Address:	pscantland@orangebarrelmedia.com	
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	☒ No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	☒ No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.	N/A	
Participation Percentage:	N/A	
Participation Dollar Amount:	N/A	

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	☒ Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:	Display Devices	
Physical Address:	21075 Westgate Rd.	
City, State, Zip Code:	Golden, CO 80403	
Phone Number:	303-412-0399	
Email Address:	merv@displaydevices.com	
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	☒ Yes	No
If yes, provide the SBA Certification #	Currently being processed	
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	☒ No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.	N/A	
Participation Percentage:	50%	
Participation Dollar Amount:	\$1,375,000	

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	☐ No
Name of Joint Venture VOSB Member:	N/A	
Physical Address:	N/A	
City, State, Zip Code:	N/A	
Phone Number:	N/A	
Email Address:	N/A	
Percentage of Ownership of Joint Venture by VOSB Member:	N/A	
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	☐ No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	☐ No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.	N/A	
VOSB Member's Percentage Share in Profits / Loss of Joint Venture	N/A	

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Pete Scantland

(Print Name) Authorized Representative of Respondent



(Signature) Authorized Representative of Respondent

CEO

Title

5/30/17

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

RFP ATTACHMENT H

Certificate of Interested Parties

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-215082

Date Filed:
05/30/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Orange Barrel Media
Columbus, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio Office of Innovation

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP-17-039
Provide Digital Community Kiosks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Pete Scotland

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said agent Pete Scotland, this the 30th day of May, 2017, to certify which, witness my hand and seal of office.

John C. Truitt

Notary Public, State of Ohio

My Commission Expires 09-12-2017

John C. Truitt
Signature of officer administering oath

John C. Truitt
Printed name of officer administering oath

Assistant Controller
Title of officer administering oath

Proof of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Overmyer Hall Associates 1600 W. Lane Ave., Suite 200 Columbus OH 43221		CONTACT NAME: Mari Fridenmaker PHONE (A/C, No. Ext.): 614-453-4400 E-MAIL ADDRESS: ohacertificates@oh-ins.com FAX (A/C, No.): 614-453-9360	
INSURED Orange Barrel Media, LLC 250 N Hartford Ave Columbus OH 43222		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company of the M INSURER B: CNA INSURER C: INSURER D: INSURER E: INSURER F:	
ORANBAR-01		NAIC # 37478 35289	

COVERAGES

CERTIFICATE NUMBER: 571443072

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC. OTHER:			33UUNAS7938	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			33UUNAS7938	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			33RHUAS7806	1/1/2017	1/1/2018	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	33UUNAS7938	1/1/2017	1/1/2018	PER STATUTE ☒ OTH-ER OH Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			4025451963-02	1/1/2017	1/1/2018	Prof Liability Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Digital Community Kiosks

City of San Antonio, its officers, officials, employees, volunteers, and elected representatives are Additional Insured per attached General Liability and Auto Liability Blanket Additional Insured endorsements HG 0001 0605 and HA 9916 0312. Umbrella is follow form. Subject to signed written contract. General Liability coverage is Primary & Non-Contributory to Additional Insured per attached form HG 0001 0605, when required by written contract. Waiver of Subrogation applies in favor of Additional Insured with respect to General Liability and Auto Liability per attached forms HG 0001 0605 and HA 9916 0312, when required by written contract. Subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

City of San Antonio
Attn: Office of Innovation
PO Box 839966
San Antonio TX 78283-3966

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicole Murray

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ACORD 25 (2014/01)

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RFP ATTACHMENTS I + J

Signature Page & Checklist

RFP ATTACHMENT I

SIGNATURE PAGE

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

By submitting a proposal, Respondent represents that:

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

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

If awarded a contract in response to this RFP, Respondent agrees to comply with all representations made by Respondent in Respondent's proposal and during proposal presentation & interview process, if any.

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 General Information Form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

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

Orange Barrel Media

Respondent Entity Name

Signature:



Printed Name: Pete Scantland

Title: CEO

(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.)

SUPPLIER # 10058066

USER ID: V30004850

RFP ATTACHMENT J
PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	PS
Executive Summary	PS
General Information Form and References RFP Attachment A, Part One	PS
Experience, Background, & Qualifications RFP Attachment A, Part Two	PS
Proposed Plan RFP Attachment A, Part Three	PS
Compensation Schedule RFP Attachment B	PS
+Contracts Disclosure Form Per instructions in RFP Attachment C	PS
Litigation Disclosure Form RFP Attachment D	PS
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	PS
+Local Preference Program Form RFP Attachment F	PS
+Veteran-Owned Small Business Preference Program Form RFP Attachment G	PS
++Certificate of Interested Parties (Form 1295) RFP Attachment H	PS
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	PS
+Signature Page RFP Attachment I	PS
Proposal Checklist RFP Attachment J	PS
One COMPLETE (1) Original, ten (10) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO COMPENSATION, SBEDA, LPP, AND/OR VOSB TO BE INCLUDED) and one (1) CD or USB flash drive of the COMPLETE proposal in PDF format if submitting in hard copy.	PS
Exceptions to Terms and Conditions or SOW Requirements	PS
+Signed Addendums, if applicable.	PS

+Documents marked with an "+" on this checklist require a signature.
++Certificate of Interested Parties (Form 1295) requires notarization.

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



City of San Antonio

ADDENDUM I

SUBJECT: Request for Proposals for Digital Community Kiosks, (RFP 17-039), Scheduled to Close: Friday, June 2, 2017;
Date of Issue: Monday, May 1, 2017

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: May 9, 2017

THIS NOTICE SHALL SERVE AS ADDENDUM NO. 1 - TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. **Add:** Pre-Submittal Conference SBEDA Presentation, this document will be posted as a separate file.
2. **Add:** Pre-Submittal Conference Sign-In Sheets, these documents will be posted as separate files.

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date June 8, 2017

Company Name Orange Barrel Media

Address 250 N. Hartford Avenue

City/State/Zip Code Columbus, Ohio 43222

Signature



City of San Antonio

ADDENDUM II

SUBJECT: Request for Proposals for Digital Community Kiosks, (RFP 17-039), Scheduled to Close: Friday, June 2, 2017;
Date of Issue: Monday, May 1, 2017

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: May 19, 2017

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

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. The RFP submission deadline has been changed from Friday, June 2, 2017, 11:00 a.m., local time to Friday, June 9, 2017, 11:00 a.m., local time.
 - 1.1 Revise: Section 010 – Submission of Proposal, 2nd Paragraph, 1st Sentence to read as the following:
“Proposals must be received in the Office of the City Clerk no later than 11:00 a.m., Central Time, on **Friday, June 9, 2017** at the address below.”
 - 1.2 Revise: Section 014 – Schedule of Events, revising the last event to read as the following:
“**Proposal Due: Friday, June 9, 2017 at 11:00 a.m., Central Time**”
2. Revise: Section 004 – Scope of Service, Budget, 2nd Paragraph to read as the following:
“The selected Respondent will pay to the City, on a monthly basis, a percentage of the net revenue-generated amount derived from the operation of the kiosks equal to the gross revenue less the payback of the upfront costs for the purchase and installation of the machines, or a Minimum Annual Guaranteed (“MAG”), whichever is greater. **Respondents must provide both Options 1 and 2 in Attachment B to this RFP to be considered responsive. Option 1 and 2 will be utilized for the scoring component to the evaluation criteria. The City will also consider providing funding for the purchase and installation of the kiosks. If that is to occur, provide any changes to the percentage of net revenue-generated revenue amount and the MAG. In addition, Respondents may propose additional financing options, as Option 3 that the Respondent believes beneficial for the City to take into account. The City will review all options and select one to move forward with in an agreement. Additional details regarding these options are included in this RFP document in Attachment B.**”
3. Revise: RFP Attachment B, Compensation Schedule to include the following language and attached as a separate document to this addendum:

“OPTION 3 – ADDITIONAL COST OPTIONS

As described in Section 004 – Scope of Service, a Respondent may propose additional financing options that the Respondent believes beneficial for the City. Respondent shall include a cost breakdown and/or detailed report for the proposed option to include potential revenue to the City. Respondent's options must be based on the proposed contract term, including renewal periods, and shall meet all the requirements and scope of services listed herein the RFP document. You may propose your options in a separate sheet to this attachment for submission as part of your proposal.”

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On Monday, May 8, 2017, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Digital Community Kiosks Request for Proposals. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

- Question 1: We understand there will be HDRC (Historic Design & Review Commission) approval for sites, what about park services approval?
Response: Yes, the selected vendor will work with the City and the National Parks Service on the final design for the locations at the Missions.
- Question 2: Will this pilot be for 25 kiosks only?
Response: The pilot is planned to be for up to 25 kiosks.
- Question 3: Is the pricing that you would like us to submit for be for outdoor/weatherproof kiosks? Or is there a number of indoor and/or outdoor kiosks the City was looking at?
Response: The kiosks may be in indoor and outdoor locations. However, the exact breakout for kiosks has not been determined. Therefore those submitted should all be able to be outdoor kiosks.
- Question 4: Will these kiosks be under a canopy?
Response: All kiosks are not planned to be under a canopy.
- Question 5: Will the power be provided from the City or will it be the vendor's responsibility?
Response: It will be the vendor's responsibility.
- Question 6: Are there fiber maps available, so vendors are aware of where internet would be available?
Response: Fiber maps are not available at this time. The selected vendor will be responsible for providing internet service to the kiosk. The final locations will be determined in partnership between the vendor and the City.
- Question 7: For the 2 kiosks proposed for the National Parks Service's locations at the Missions, is the City flexibility for the vendor to propose an option not to purchase?
Response: Yes. The vendor can propose a model where the City does not purchase any kiosks. However, because of the restrictions on national park land, the kiosks would not be able available for advertisements.
- Question 8: The percentage of net revenue that is being asked for, is the City flexible for a vendor to propose other business model options? Would the City entertain gross revenue?
Response: Please refer to the revised Attachment B, Compensation Schedule attached as a separate document to this addendum.
- Question 9: Is there a section of the RFP regarding past experience?
Response: Please see RFP Attachment A, Part Two – Experience, Background, and Qualifications for Respondents to complete.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

- Question 10: Is this RFP for the install, operation, and maintenance of the CiviQ Smartscape Kiosks that were chosen in February?
Response: The City of San Antonio issued RFP 17-039 to install, operate, and maintain up to 25 digital community kiosks as set forth in the RFP document. Bexar County approved a separate pilot program to purchase 6 CIVIQ Smartsapes Kiosks.
- Question 11: Will the power and/or Wi-Fi service be paid monthly or annually by the City, or should we price that into the RFP?
Response: The cost for power and/or Wi-Fi will not be paid by the City. It should be priced into the RFP response.

- Question 12: Is the city going to provide the content requested for each of the kiosk (Hyper-Local Information and City Services)?
 Response: The City will provide content on City Services. The City has requested the vendor provide the proposed process for how the selected vendor will work with the City to accept content for the kiosks. See question 6 under Attachment A, Part Three.
- Question 13: Do you happen to have a map of the intended locations for these kiosks?
 Response: Please refer to RFP Exhibit 6 – Potential Digital Community Kiosk locations as part of the RFP document.
- Question 14: Will the kiosk be indoor or outdoor?
 Response: Please refer to Question #3 response in this addendum.
- Question 15: If the kiosk are outdoor, will there be cover from rain?
 Response: Not all locations will have cover from rain.
- Question 16: If no cover is available, is that something we can provide in a fixed structure?
 Response: The vendor can choose to include a fixed structure. However, per the scope of work the fixed structures must be consistent with the City of San Antonio style, including meeting requirements of the Historic Design & Review Commission if locations require it.
- Question 17: Do you have a date by which you would like the kiosk deployment started and completed?
 Response: A final schedule will be determined with the selected vendor. However, the City would like to begin deployment of the kiosks in late 2017.
- Question 18: Does the City happen to have a color preference?
 Response: There is no color preference for the kiosks. However, as stated in the scope of work the kiosk installations must be consistent with the City of San Antonio style, including meeting requirements of the Historic Design & Review Commission if the location requires it.
- Question 19: Does the City have any logos that they would like applied to the kiosk?
 Response: At this time the City does not have a logo to place on the kiosk, however, the City will work with the selected vendor on the kiosk design and the potential to include logos.
- Question 20: Will sign permits be required for Kiosks? If so, would it be off-premise permits or on-premise permits?
 Response: Sign permits may be required depending on the location of the kiosk, for example any kiosks placed indoors would not require a sign permit. The City will work with the selected vendor on the final location of the kiosks and identify the appropriate sign permit requirements based on those locations.
- Question 21: Is there a drawing with specifications for Kiosks? Or are there lists of user requirements and system requirements?
 Response: The required specifications for the kiosks are listed in Section 004, Scope of Services.
- Question 22: Is an internet service provider supposed to be included in the proposal? If so, is a single ISP required or are multiple ISP acceptable and is redundant internet service necessary?
 Response: The ISP needs to be provided as part of the vendors all-inclusive proposal. A single ISP is not required. Redundant service is not required.
- Question 23: If ISP is not part of the proposal, will the City contract the ISP separately? Will the internet service provider be the same for all kiosks? Is the internet service provider already identified? If so, what provider?
 Response: The City will not contract with an ISP separately. The internet service provider is not required to be the same for all kiosks that decision is up to the Respondent. An ISP has not been identified by the City.
- Question 24: How long is or should be the contract for ISP?
 Response: The ISP should cover the length of the contract for the kiosks.

- Question 25: If City is contracting the ISP separately, will the public IP addresses for the kiosks be static?
 Response: The City will not be contracting an ISP.
- Question 26: If the vendor is not able to maintain a profit from advertising revenue, will the vendor still have to pay the city?
 Response: The City expects the vendor to meet the final terms of a contract, including the Minimum Annual Guarantee and any revenue share percentage that is agreed to as part of the contract.
- Question 27: The revenue sharing and MAG models are a bit confusing. Can this please be explained in an example scenario?
 Response: In both cases where the city covers the first time costs, and in the case where the city does not cover the costs.
 Example for Option 1: The City would receive 10% of the net revenue from advertisements. This is estimated to be \$100,000 in year 1, \$110,000 in year 2, \$120,000 in year 3, etc. The vendor also proposes a MAG to the City of \$50,000 in year 1, \$55,000 in year 2, \$60,000 in year 3, etc.
 Example for Option 2: The City would receive 30% of the revenue from advertisements. This is estimated to be \$300,000 in year 1, \$230,000 in year 2, \$360,000 in year 3, etc. The vendor also proposes a MAG to the City of \$150,000 in year 1, \$175,000 in year 2, \$200,000 in year 3, etc. The expected one-time costs for the purchase and installation of the initial 25 kiosks are estimated to the City at \$1,000,000.
- Question 28: The City may pay for the installation and tablets. Does this also cover software development?
 Response: No, this payment will be for the hardware and installation of digital kiosks.
- Question 29: Is there a no later than date for the completion of the project?
 Response: A final schedule will be determined with the selected vendor. However, the City would like to begin deployment of the kiosks in late 2017.
- Question 30: Are advertisements solely for display on the tablets only, or can the advertisements collect customer information from customers on the tablet (e.g. customer emails)?
 Response: Any data collected from customers will require their knowledge and active approval.
- Question 31: If Wi-Fi is already available at kiosks locations (e.g. airports) do we still need to provide Wi-Fi at that location?
 Response: If Wi-Fi is available, the vendor does not need to provide it at the location. However, all kiosks should be Wi-Fi capable.
- Question 32: Wi-Fi requires an internet service provider (ISP) - Can we extend Wi-Fi access to people through the location's ISP? Or is the vendor required to provide a universal/branded Wi-Fi access point at each kiosk?
 Response: Respondent is required to provide ISP services and all associated network equipment to include Wi-Fi access point as part of their proposal.
- Question 33: Will the data collected from tablets belong to the Vendor? Will the vendor have proprietary rights to the software?
 Response: These terms will be finalized during the contract discussion. As per the scope of services, the system must make reports available for the City to pull as required to show usage statistics and other information to guide the City's content strategy. The vendor is expected to have proprietary rights to the software.
- Question 34: Will the kiosks be required to provide free public Wi-Fi in areas that already provide free Wi-Fi (like the San Antonio Airport)?
 Response: Please refer to Question #31 response in this addendum.
- Question 35: On locations that will always be covered or indoors, can the vendor use an Indoor rated kiosk?
 Response: Please refer to Question #3 response in this addendum.
- Question 36: Will the ads submitted by the advertisers be required to be in both English & Spanish?
 Response: The advertisements will not be required to be in both English & Spanish. The vendor should be able to accept the advertisement in the language submitted.

- Question 37: Does enough bandwidth to support 100 users on free Wi-Fi have to be provided on commencement of the contract and initial installation or can the vendor provide an alternative solution and study the traffic so that the bandwidth requirements of each kiosk can be considered and the correct speeds run to each kiosk?
- Response: The City would be willing to review an alternative solution. However, the vendor should include a timeline for the implementation of a Wi-Fi solution.
- Question 38: Do the kiosks need to be all the same design or can the vendor modify each kiosk to best fit the environment?
- Response: The kiosks are not required to be all the same design. However, there should be some consistency in design to allow them to be recognized by users.
- Question 39: Does the vendor need to identify the subcontractor they plan on using for installation (including pulling of the electrical, internet, etc.) in the initial proposal or can that come at a later date?
- Response: Respondents must identify the subcontractors that are to be used to satisfy the SBEDA subcontracting goals on the Utilization Plan at the time of bid submission. Respondents that do not identify subcontractors to be used to satisfy the subcontracting goal will be deemed non-responsive.
- Question 40: Would the City grant a two-week extension to the due date in order to provide additional time to meet the SBEDA requirements?
- Response: Please see Amendment #1 reflected in this Addendum II for the extension to this RFP.
- Question 41: Is the NET revenue generated requirement a hard requirement or would you accept an alternative business model?
- Response: Please see response to Question #8 in this addendum.
- Question 42: Is providing both options, NET revenue generated and Minimum Annual Guaranteed (MAG), a hard requirement or would you accept an alternative business model?
- Response: Please see response to Question #8 in this addendum.
- Question 43: You mention that the City will also consider providing funding for the purchase and installation of the Kiosks. Would you consider an alternative business model?
- Response: Please see response to Question #8 in this addendum.
- Question 44: Can the City elaborate on the use cases for credit card transactions on the Kiosk?
- Response: As stated in the scope of services, the initial use of credit cards would be for VIA passes if available. Future uses will be discussed with the selected vendor to determine the possibility of expanding to other services.
- Question 45: Would the City be interested in gaining access to our mobile SDK and opening it up to 3rd party developers, or would the City prefer all mobile development be coming from us?
- Response: The City would be interested in allowing apps from 3rd party developers, but this will require further discussion with the selected vendor.
- Question 46: Is the City's approval on all content, advertising or otherwise, a hard requirement or would you accept that we will partner with you and follow the guidelines you have set for outdoor signage?
- Response: The City is willing to discuss a partnership with guidelines. However, the City reserves the right to deny any content that does not meet advertising guidelines.
- Question 47: Can the City share their advertising guidelines with us?
- Response: Please refer to RFP Exhibit 7 – Advertising Guidelines as part of the RFP document.
- Question 48: Does the City intend to pay the cost of electrical and internet services for the duration of the contract, or is that the responsibility of the vendor?
- Response: That will be the responsibility of the vendor.

- Question 49: Term – would the city consider a longer initial term in order to allow the supplier to allow for a more financially-viable business model? (Capital recovery could take 3+ years) If not, would the City be willing to define specific metrics and milestones that would allow the supplier to secure the ensuing option years?
- Response: The initial term of the contract will not be longer than five years. During contract negotiations, the City will be willing to discuss specific metrics and milestones for future years.
- Question 50: Infrastructure – Can the City provide a map of available fiber connections along with a list and contact information for owner/operators of the fiber?
- Response: This is not available at this time.
- Question 51: Transit ridership – Can the City or regional transit authority provide on/off ridership counts by intersection or transit stop to assist in determining potential kiosk locations?
- Response: Transit ridership data is not available at this time. The City will work with the selected vendor to provide this information for the final selection of kiosk locations.
- Question 52: Exclusive franchise – would the concession to deploy and operate the kiosks and digital advertising be an exclusive franchise during the term?
- Response: The advertising on the digital community kiosks would be exclusive to the vendor selected. However, the City reserves the right to if needed, to implement kiosks for different purposes.
- Question 53: Content – By “primary content provider,” does the City intend to reserve the majority of available advertising inventory for their own messaging purposes? What percentage is contemplated for revenue-generation purposes?
- Response: The expectation is a majority of the content on the kiosk that is non-advertising will be from the City, including information on services and events.
- Question 54: Content approval – by stating that “the City will also have approval of all content, advertising or otherwise that appears on the kiosks”, does the City require the supplier to submit all visual materials to an approval process with the City prior to releasing the content to be displayed? If so, can the City identify the workflow and contacts involved in this approval process and the anticipated lead time required to complete the process?
- Response: Please refer to RFP Exhibit 7 – Advertising Guidelines as part of the RFP document.
- Question 55: Ownership/Title – Does the City require that ownership and title to the equipment pass to either the City or any successive operator of the network upon completion of the initial term? If so, is the supplier able to license proprietary technology and/or software in order to retain Intellectual Property protection for its inventions?
- Response: These terms will be finalized during the contract negotiations.


 Denise D. Gallegos, C.P.M., CPPB
 Procurement Administrator
 Finance Department – Purchasing Division

Date June 8, 2017

Company Name Orange Barrel Media

Address 250 N. Hartford Avenue

City/State/Zip Code Columbus, Ohio 43222


 Signature



City of San Antonio

ADDENDUM III

SUBJECT: Request for Proposals for Digital Community Kiosks, (RFP 17-039), Scheduled to Close: Friday, June 9, 2017;
Date of Issue: Monday, May 1, 2017

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: May 23, 2017

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 1: Can the City elaborate on the use cases for NFC?
Response: The City expects to process credit card transactions through the City's current Merchant Banking Services Provider, the City will not be utilizing Google Pay or Apple Pay. Respondents should propose a solution to the requirements of the RFP for a turn-key comprehensive design.

Question 2: Payment Transactions – Can the City elaborate on the type of payment processing transactions expected? Is there an existing payment portal that will be used or an application being developed that we should be aware of to understand the City's requirements?
Response: The City expects to process credit card transactions. Respondents should propose a solution to the requirements of the RFP for a turn-key comprehensive design.


Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date June 8, 2017

Company Name Orange Barrel Media

Address 250 N. Hartford Avenue

City/State/Zip Code Columbus, Ohio 43222


Signature

A Final Word

Orange Barrel Media and the IKE platform endeavor to be a true partner to the City of San Antonio in the provision of digital community kiosks. Together, the City and OBM will exceed the goals of this initiative.

The following summarizes why we believe we should score highly in the City's evaluation criteria.

Extraordinary Experience and Qualifications

OBM is a proven company, with a unique and exclusive focus on creative, non-standardized and premium assets, and a long history of innovative projects with demanding partners. Our team is comprised of best-in-class contributors from each discipline: hardware, software and media operations, and is led by an experienced management team. We have spent more than five years building the IKE platform, and have operated it in the real world with great success since June, 2015.

Unparalleled Equipment, Technology and Service

IKE exceeds the requirements of the RFP, delivering an intuitive, engaging, stylish and truly useful experience that will be a true asset to San Antonio. Our proven hardware has thrived through difficult weather conditions, stood up to the abuse of the urban environment, and will deliver an aesthetic that enhances the beautiful streetscape of San Antonio. Our service offering, including established protocols and personnel to ensure flawless operation, creative content development and a commitment to continuous improvement is unparalleled. We see IKE as the future of urban media, and have the ability and inclination to continue to invest in its development, ensuring transportation and economic mobility for all citizens and visitors of San Antonio.

Superior Revenue Generation

As discussed further in the qualifications section, our strategy of developing iconic and unique projects rather than offering commoditized products has resulted in a demonstrable history of superior revenue generation. Combined with our large investment in creating beautiful and iconic structures, the project is sure to set a new standard for advertising rates in the San Antonio market. As the beneficiary of a high percentage of the gross revenues from the project, San Antonio will earn a superior return from the initiative.

THANK YOU



We look forward to future discussions with the City, and to a wonderful relationship. We offer our very best wishes for your success with this project, and hope to be a part of it.



Pete Scantland

pscantland@orangebarrelmedia.com
250 N Hartford, Columbus, OH 43222
614.294.489

Exhibit D

IKE AGREEMENT

THIS IKE AGREEMENT (this "Agreement") is agreed to by and between the City and the Company as of the date set forth in the Integration Agreement (the "Effective Date").

BACKGROUND INFORMATION

- A. The Company is engaged in the development, installation, operation and maintenance of interactive wayfinding platforms, including IKE Kiosks (as hereinafter defined).
- B. The City desires to improve the experience for its residents and visitors through the use of IKE Kiosks.
- C. The City conducted a thorough procurement process in which several kiosk vendors participated, and through such process, the City selected the Company to be its kiosk vendor. The City and the Company now desire to coordinate efforts to discuss the deployment of IKE Kiosks within the City, and the City desires to grant Company certain rights to construct, install, operate, maintain, repair, replace, upgrade and remove IKE Kiosks in and on the Locations (as hereinafter defined) all in accordance with the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Company hereby agree as follows:

- 1. **Incorporation of Background Information.** The foregoing background information is hereby incorporated and made a part of this Agreement.
- 2. **Definitions.**
 - a. "Agreement" or "IKE Agreement" means the terms and condition set forth in this Exhibit D to the Integration Agreement.
 - b. "City" means the City of San Antonio, Texas.
 - c. "City Directed Content" means any and all content provided to Company by the City or an organization directed by the City for display on IKE Kiosks or created by the Company at the direction of the City, including any content on which City, or its affiliates', logos, trademarks or other City marks may appear.
 - d. "Company" means IKE Smart City, LLC, an Ohio limited liability company.
 - e. "Digital IKE Kiosks" means the interactive media kiosks operated by the Company for the purpose of displaying static and digital content, and which may provide, without limitation, those services and applications as set forth on **Exhibit C**. The Digital IKE Kiosks are referred to individually as a "Digital IKE Kiosk".

f. "Fiscal Quarter" means the periods between and including (i) January 1st through March 31st, (ii) April 1st through June 30th, (iii) July 1st through September 30th, and (iv) October 1st through December 31st.

g. "Freedom of Information Law" or "FOI Law" means all applicable state and federal statutes, laws, ordinances, rules, regulations, requirements and codes, related to any public request for information, requiring certain proceedings of government agencies to be open or available to the public, or otherwise known as a "Sunshine Law" or "Open Records Acts."

h. "IKE Kiosks" means the Digital IKE Kiosks and Static IKE Kiosks. The IKE Kiosks are referred to individually as an "IKE Kiosk".

i. "Installation Work" means all work performed by the Company to install an IKE Kiosk at a Location, including any and all work necessary to bring electrical service or fiber optic cable to that Location.

j. "Integration Agreement" means that certain Integration Agreement for the City of San Antonio Digital Community Kiosk Request for Proposal No.: 17-039 Between the City of San Antonio, Texas and IKE Smart City, LLC.

k. "Intellectual Property Rights" or "IPR" means the Company's patents, registered designs and trademarks, together with applications therefor and copyrights of any kind.

l. "Interactive Mode" means the condition of an IKE Kiosk during any period in which a user is actively engaging the IKE Kiosk.

m. "Locations" means those locations on which the IKE Kiosks may be installed by Company as described on **Exhibit A**, and subject to change as set forth in this Agreement. The Locations are referred to individually as a "Location".

n. "Minimum Annual Guarantee" means those amounts set forth on **Exhibit B-1**.

o. "Net Revenue" means the total revenue generated by the Company in connection with the operation of the IKE Kiosks, less the amount of the upfront costs for the purchase and installation of the machines, amortized on a straight-line basis over the Initial Term of this Agreement.

p. "Operational Date" means the date on which an IKE Kiosk is installed and capable of carrying advertisements and performing the functions and services set forth in this Agreement.

q. "Rent" means the amount paid by the Company to the City for the use of the Locations, as set forth on **Exhibit B**.

r. "Passive Mode" means the condition of an IKE Kiosk during any period in which no users are actively engaging the IKE Kiosk.

s. “Required Approvals” means any and all governmental approvals, permits and entitlements the City, Company or City deems reasonably necessary for the installation and operation of IKE Kiosks.

t. “Software” means any and all software used in the operation of the IKE Kiosks.

u. “Spot” means a discrete unit of time during Passive Mode when content may be displayed on IKE Kiosk screens.

v. “Static IKE Kiosks” means the media kiosks operated by the Company for the purpose of displaying digital content via an iPad and static content. The Static IKE Kiosks are referred to individually as a “Static IKE Kiosk”.

w. “Term” means the period in which the Company may install and operate the IKE Kiosks, as set forth on **Exhibit B**, and shall include the Initial Term, any Renewal Terms and the Additional Renewal Term.

3. **Permitting Period.** From and after the Effective Date, the parties shall work together on an exclusive basis to ensure that the Required Approvals are obtained, and the City shall provide such advice, counsel and assistance as is reasonably practicable and permissible to assist the Company in preparing and submitting permit applications for the installation, operation and maintenance of the IKE Kiosks on the Locations and the display of Advertisements thereon. During any time when the parties are seeking the Required Approvals, the Company may engage in certain efforts as the Company deems necessary to advocate for the same. If and when issued, such permits shall be issued in the name of the Company. The parties hereby acknowledge and agree that the IKE Kiosks will not be installed at the Locations unless and until the Required Approvals are obtained.

4. **Grant of Rights.** Once the Required Approvals are received by the Company, the City hereby grants the Company the right to construct, install, operate, maintain, repair, replace, upgrade and remove IKE Kiosks in and on the Locations during the Term of this Agreement. The City covenants and agrees that the rights granted in this Agreement to the Company are exclusive to the Company, and the City shall not contract with any party, other than the Company, for the construction, installation or operation of any other digital kiosks containing advertising within the City, other than those in operation at the time of the execution of this Agreement. City and the Company shall work together in good faith to discuss the number and locations within the City for the installation of IKE Kiosks or other street furniture or kiosks. The City additionally grants to the Company a non-exclusive right of ingress and egress over and across any and all City-owned property as reasonably necessary to access the Locations for the purposes set forth in this Agreement.

5. **Term.** The Term of this Agreement, and the rights and obligations of the parties set forth herein, shall begin on the Effective Date and continue for the period set forth on the attached **Exhibit B**.

6. **Rent.** From and after the Operational Date for each IKE Kiosk and through the end of the Term, the Company shall pay to the City the Rent in accordance with the terms set forth on the attached **Exhibit B**. All payments of Rent shall be made at the City’s address as set forth in Section 22 of this Agreement, or at such other address as may be designated by the City from time to time.

7. **Plan Approval.** Prior to starting any Installation Work for any IKE Kiosk, the Company shall, at its sole cost and expense, prepare and deliver to the City drawings, plans and specifications (the

"Plans"), setting forth in reasonable detail the work necessary to install the IKE Kiosk and the dimensions and size of the IKE Kiosk to be installed at a Location. The City shall review the Plans and provide its response thereto within thirty (30) days after receipt of the Plans. The Company shall review any comments to the Plans provided by the City and provide a response to those comments as soon as commercially practical after receipt thereof. The parties shall continue in this manner until such time as the Plans are approved or deemed approved by the City. The Company shall not begin any Installation Work with respect to a particular Location unless and until the City has approved the Plans, which approval will not be unreasonably withheld, conditioned, or delayed.

8. **Required Approvals.** The Company shall bear all costs and expenses associated with obtaining any and all Required Approvals. City agrees to assist the Company with making and submitting applications for and obtaining and maintaining the Required Approvals contemplated by this Agreement.

9. **Installation Work.** Upon receipt of the City's approval of the Plans and issuance of all Required Approvals, the Company shall work diligently to install the IKE Kiosks in accordance with an installation schedule prepared by the Company. All Installation Work shall be at the Company's sole cost and expense and shall be completed within the time periods set forth in Exhibit B to the Integration Agreement. The Company shall perform the Installation Work in a good and workmanlike manner and in compliance with all applicable laws, regulations and rules and the Required Approvals.

10. **Utility Services.**

a. **Services.** The City shall use its best efforts to work with the Company, such as by assisting the Company in contacting the utility and telecommunications companies and providing public support for the Company, to ensure that electrical service and fiber optic cables are able to be brought to each Location, if not available as of the Effective Date. If bringing electrical service or fiber optic cables to a Location is not reasonably feasible, the parties shall work together to find a reasonably suitable alternative location for the IKE Kiosk at issue. Additionally, where access is required across private property to bring electrical service and fiber optic cables to a Location, the City shall use best efforts to aid the Company, such as by assisting the Company in contacting property owners and providing public support for the Company, in negotiating and obtaining access rights across such private property. If the parties are unable to negotiate access rights on terms and conditions reasonably satisfactory to the Company, the parties shall work together to find a reasonably suitable alternative location for the IKE Kiosk at issue. Upon selection of an alternative location for any Location, the parties shall amend Exhibit A to reflect such alternative location.

b. **Cost.** The Company shall perform all work necessary to, and pay all costs associated with, bringing utility services and telecommunications services to each Location, including any and all costs associated with negotiating and obtaining access rights across private property in connection with the same. Additionally, the Company shall pay the costs of all utility services and telecommunication services used or consumed by the Company on each Location directly to the suppliers of such services.

c. **Disruption of Services.** If any utility services are interrupted or otherwise unavailable to one or more IKE Kiosks due to no fault of the Company, City shall use its best efforts to aid the Company to ensure the utility services are restored to such IKE Kiosks as soon as reasonably practicable.

11. Covenants of the Company.

a. Repair and Maintenance. The Company shall maintain the IKE Kiosks in good and operable condition, reasonable wear and tear excepted. The Company shall begin all work necessary to repair any damage to the IKE Kiosks within twenty-four (24) hours after receipt of written notice of the need for such repairs and shall provide the City with a status of update within twenty-four (24) hours after beginning such work. If the repair does not require a replacement of the IKE Kiosk, the Company shall use best efforts to complete the same within five (5) business days after beginning such work. If the repair requires a replacement of the IKE Kiosk, the Company shall: (a) remove the IKE Kiosk within five (5) business days and cap any utility connections to make the Location safe for pedestrians; and (b) use best efforts to complete the replacement work within sixty (60) days after beginning such work. In either event, the Company shall perform such repair and replacement work as reasonably necessary throughout the Term to ensure the IKE Kiosks are capable of operating for their intended purposes. No failure to complete repairs within a specific time period shall constitute a default on behalf of Company so long as the Company is diligently pursuing repair of the IKE Kiosk.

b. Content and Software. The Company shall deploy updates to the operating software used to operate the IKE Kiosks from time to time during the term of this Agreement to ensure that such software remains reasonably up to date and functional for its purposes. The Company shall also provide such content updates as are reasonably required by the terms of this Agreement and otherwise to ensure that the IKE Kiosks remain functional for their purposes. The Company shall pay all costs associated with developing and updating the software and operating system for the IKE Kiosks and any technology developed by or at the direction of the Company for the IKE Kiosks.

c. Compliance with Laws. The Company shall comply with all federal, state and municipal laws, order, rules and regulations applicable to the use of the IKE Kiosks and the display of content thereon.

d. City Content. As and when requested by City, the Company shall meet with City to discuss the development of City Directed Content for the IKE Kiosks. City Directed Content shall appear on the IKE Kiosks during the Interactive Mode and Passive Mode in the frequencies and amounts as set forth on Exhibit B.

e. Advertising Content. Advertising content should be consistent with the content regulations included in the RFP attached to the Integration Agreement. Additionally, the Company shall not display any of the following types of advertisements on the IKE Kiosks: (i) political or religious advertisements or advertisements or displays designed to promote views of particular political or religious groups or influence opinions of others on public policy issues; (ii) advertisements or displays which involve nudity, partial nudity or pornographic, lewd or sexually explicit images or services that would be offensive to generally prevailing community standards; (iii) tobacco or marijuana advertisements; (iv) content that could be deemed offensive by reasonable local community standards; (v) non-diet soft drinks and other drinks having a high sugar content defined as drinks that contain more than 8 grams of sugar per 12 ounces or 12 grams of sugar per 20 ounces; or (vi) advertisements or displays which condone discrimination based upon race, religion, creed, ethnicity, disability, gender or sexual orientation. If the City determines, in its reasonable judgement, that an advertisement being displayed on the IKE Kiosks

is in violation of this Section 11(e) or the terms of the RFP, as defined in the Integration Agreement, the City shall provide the Company with written notice of the same, and the Company shall remove such advertisement within twenty-four (24) hours of receipt of written notice from the City. Additionally, the City may elect to revise the content restrictions contained in this Section 11(e) to prohibit other foods or beverages that the public health authorities in the State of Texas have deemed to be in violation of public health standards or any other content that may be in violation of a city policy or city ordinance.

f. Liens. The Company shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under the Company. The Company shall also indemnify, hold harmless and defend City against any such liens, including the reasonable fees of City's attorneys. Such liens shall be discharged by the Company within thirty (30) days after notice by City of filing thereof by bonding, payment or otherwise, provided that the Company may contest, in good faith and by appropriate proceedings, any such liens.

12. **Covenants of City.**

a. Maintenance. City agrees to cooperate with the Company and the City to ensure that the Locations and the property adjacent to the Locations are maintained in a good and clean condition and otherwise in a manner so as to not impede or limit access to the IKE Kiosks.

b. City Content. City shall work with the Company in good faith to create City Directed Content for the IKE Kiosks. City shall promptly and thoroughly provide information requested by, and answer any and all questions from, the Company regarding the development of any City Directed Content. City shall promptly respond to any requests for approval of City Directed Content and shall communicate any objections to such content clearly and in writing.

13. **Property Ownership.** City acknowledge that the IKE Kiosks, the Software, including any enhancements thereto regardless which party generated the enhancements, the IPR and any intellectual property rights in and to any of the content created by the Company and displayed thereon, including City Directed Content, shall belong to the Company and no part thereof shall become or be deemed the property of City. Each party shall do all such acts and things as the other party may reasonably require for the purpose of preserving or perfecting the foregoing. City shall promptly notify the Company of any infringement or unauthorized use of the IKE Kiosks, the Software, any IPR or any content created for the IKE Kiosks, including City Directed Content, of which it becomes aware and will cooperate fully to take all actions necessary to terminate such infringing or unauthorized use. Additionally, the Company acknowledges that all logos, trademarks and other marks of City belong to City and no part thereof shall become or be deemed to be the property of the Company, regardless of whether the same are incorporated into City Directed Content. City agrees, at its sole cost and expense, take all actions necessary to maintain ownership of its logos, trademarks and other marks during the Term.

14. **Insurance and Indemnification.** See Sections 3.0 and 4.0 of the Integration Agreement.

15. **Representations and Warranties of City.** City represents and warrants to the Company the following:

a. Requisite Authority. City has the requisite power and authority to enter into this Agreement, to grant the rights herein granted with respect to the Locations subject to City approval as may be required, to perform its obligations hereunder and to consummate the transactions contemplated hereby; and no further action on the part of City is necessary to authorize the execution and delivery by it, and the performance of its obligations under this Agreement. City is not aware of any action, waiver or consent by any governmental entity that is necessary to make this Agreement a valid instrument binding upon City in accordance with its terms.

b. Execution and Delivery. City has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

c. No Violation; Absence of Defaults. Neither the execution and delivery by City of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any agreement or other instrument to which City is a party, or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or (ii) violate any law, administrative regulation or rule or court order, judgment or decree applicable to City or by which City is bound.

16. **Default and Remedies.**

a. Default. If either party fails to comply with any term of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from the non-breaching party of the same, or, if such failure is of a nature that cannot reasonably be cured within such thirty (30) day period, the breaching party shall have such additional time as is reasonably necessary in which to cure such failure.

b. Remedies. If any breach of this Agreement is not cured within the time period set forth in Section 16(a), above, the non-breaching party shall have the right to terminate this Agreement and seek such other rights and remedies as may be available at law or in equity.

17. **Assignment.** Except as otherwise provided herein, neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, in the event (i) that substantially all operations of the Company are being transferred to (a) another entity by way of merger, consolidation or sale of substantially all of the stock therein or assets thereof, or (b) any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company, or (ii) there is a transfer of outstanding capital stock or other listed equity interests in and to the Company through the "over-the-counter" market or any recognized national or international securities exchange, the consent of City shall not be required, provided the acquiring entity, if applicable, shall agree to assume and perform all of the duties, and obligations of the Company hereunder. Notwithstanding anything contained in this Agreement to the contrary, the consent of City shall not be required for a collateral or conditional assignment of this Agreement to a lender of the Company, nor shall City consent or approval be required in connection with the Company's entering into any equipment financing or equipment leasing with respect to, or the granting of a security interest in and to, the IKE Kiosks.

18. **Surrender.** Upon the expiration or earlier termination of this Agreement, the Company shall remove the IKE Kiosks and restore the Locations as close as reasonably practical to their original conditions, subject to reasonable wear and tear, and shall do such work as is reasonably necessary to cap off the utilities serving the Locations.

19. **Confidentiality and Sunshine Laws.**

a. Except as provided otherwise in this Section 19, City and the Company, for the benefit of each other, hereby agree that neither of them will release or cause or permit to be released to the public in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated herein, without first obtaining the consent of the other party hereto, which may be granted or withheld in the sole discretion of the other party.

b. It is understood that the foregoing shall not preclude any party from discussing the substance or any relevant details of the transactions contemplated in this Agreement on a confidential basis with any of its attorneys, accountants, professional consultants, financial advisors, rating agencies, or potential lenders, as the case may be, or prevent any party hereto from complying with applicable laws, including, without limitation, governmental regulatory, disclosure, tax and reporting requirements. Notwithstanding the foregoing sentence to the contrary, both the Company and City acknowledge and agree that the information contained in the Exhibits to this Agreement shall be deemed information excepted from disclosure pursuant to any FOI Law.

c. In addition to any other remedies available to City and the Company, City and the Company shall each have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against the other party or its representatives in order to enforce the provisions of this Section 19.

d. Notwithstanding any other provision of this Agreement, the provisions of this Section 19 shall survive the termination of this Agreement

e. Notwithstanding any other provision of this agreement, the parties understand that City is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the City receives a request for information which IKE has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the City will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the City will notify IKE of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. City shall not be obligated to submit the brief supporting those claimed exceptions. City shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the City shall be permitted to disclose the information unless IKE successfully contests the attorney general decision in accordance with the requirements of

TPIA. Nothing in this agreement shall require the City to institute or participate in any litigation relating to an open records request for information that IKE considers to be confidential.

20. **Force Majeure.** Neither Party shall be liable to the other for any loss, damage, claim, delay or default arising during suspension of performance due to acts of God (including storm, fire, flood and earthquake), labor disturbances (including strikes, boycotts, lockouts, etc.) war, acts of terrorism, civil commotion, imposition of any future governmental law, ordinance, rule or regulation, any strike or work stoppage, or other cause beyond the control of such Party; provided, however, that either Party shall only be entitled to rely on this Section to the extent it uses its best efforts to resume performance under this Agreement as soon as reasonably practicable after such occurrence.

21. **Casualty.** If during the Term all or a material part of any IKE Kiosk is damaged by a casualty, the Company shall have the option to terminate this Agreement with respect to such IKE Kiosk by written notice given to City promptly after the occurrence of the casualty. All insurance proceeds or other compensation for any such casualty shall belong to the Company.

22. **Notice.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by (a) personal delivery, (b) certified mail, return receipt requested, or (c) nationally recognized overnight courier service to the address set forth below or as otherwise designated in writing by the parties. All notices delivered pursuant to the terms of this Section shall be deemed delivered on receipt or refusal of receipt.

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

If to the Company: IKE SMART CITY, LLC
250 N. Hartford Avenue
Columbus, Ohio 43222
Attn: Chief Financial Officer

With a copy to: Kooperman Mentel Ferguson Yaross Ltd.
100 S. Fourth Street, Suite 100
Columbus, Ohio 43215
Attn: Brian Kooperman, Esq.

23. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of Texas, and exclusive jurisdiction over any legal action arising out of or in connection with this Agreement shall be in state courts located in the City of San Antonio, County of Bexar, State of Texas.

24. **Counterparts and Electronic Signatures.** This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered with reasonable promptness thereafter.

25. **Drafting.** This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.

26. **Amendments; Invalidity.** This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.

27. **Exhibits.** All exhibits referred to in this Agreement are incorporated in this Agreement by reference and will be deemed part of this Agreement for all purposes as if set forth at length herein.

28. **No Joint Venture, Partnership, Agency.** This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer employee relationship between City and the Company.

29. **No Waiver.** The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement

30. **Survival.** The provisions of this Agreement which, by their reasonable terms, are intended to survive termination of this Agreement shall survive termination. In the event that this Agreement is terminated or expires by its terms, such expiration or termination shall not affect any liability or other obligation which shall have accrued prior to such termination.

31. **Section Headings.** The section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Agreement.

32. **Usage of Terms.** When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders.

33. **Attorneys' Fees and Costs.** In the event of any claim, controversy or dispute regarding this Agreement, its interpretation or the performance or enforcement of the parties' rights, duties, remedies and obligations hereunder, the prevailing party in such claim, controversy or dispute shall be awarded its reasonable attorneys' fees and costs, including its attorneys' fees and costs of any associated appeal.

34. **Execution.** By execution of that certain Integration Agreement for the City of San Antonio Digital Community Kiosk Request for Proposal No.: 17-039 Between the City of San Antonio, Texas and IKE Smart City, LLC, the City and the Company hereby agree to all of the terms and conditions set forth in this Agreement. No further signatures are required to consent to the terms and conditions of this Agreement.

35. **Termination for Relocation.** If at any time during the term of this Agreement, the Company is required by the City to remove and relocate one or more of the IKE Kiosks from any of the Locations and alternative locations acceptable to the Company are not made available to the Company,

this Agreement shall terminate and be of no further force and effect with respect to such IKE Kiosks that were unable to be relocated. An alternative location shall be deemed to be acceptable to the Company if such location has economic value that is comparable to that of the previous Location.

EXHIBIT A to IKE Agreement

LOCATIONS

The City and the Company agree that the Company shall seek to obtain Required Approvals for no more than one hundred (100) IKE Kiosks and no fewer than twenty-five (25) IKE Kiosks.

Upon the Company's receipt of the Required Approvals, the Company and the City shall work together to develop an implementation and construction schedule for the IKE Kiosks mutually acceptable to both parties.

Additionally, if both the City and the Company desire to identify mutually agreed upon additional locations in the City for the placement of IKE Kiosks, the parties shall work together in good faith to identify those additional locations and execute an amendment to this Agreement incorporating those mutually agreed upon additional locations upon the same terms and conditions as set forth herein.

Potential Locations

- 1) San Antonio Missions
- 2) San Antonio International Airport
- 3) Some City of San Antonio Parks
- 4) Henry B. Gonzalez Convention Center
- 5) Along Houston Street in downtown San Antonio

EXHIBIT B to IKE Agreement

DEAL TERMS

NOTE – THE INFORMATION CONTAINED IN THIS EXHIBIT B AND EXHIBIT B-1 IS CONFIDENTIAL, FINANCIAL AND PROPRIETARY INFORMATION.

1. **Term.** The term of this Agreement shall be for a period commencing upon the Effective Date and expiring on December 31st of the fifth (5th) full consecutive calendar year immediately following the Effective Date (the "Initial Term"). The City shall have the option to renew the term for four (4) additional periods of one (1) calendar year each upon the same terms and conditions as set forth herein (individually, a "Renewal Term," collectively the "Renewal Terms" and together with the Initial Term, the "Term"). The City shall elect to renew in writing at least ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable. All terms, conditions and requirements of this Lease, except for Tenant's obligation to pay the Rent or any other monies, shall commence as of the Effective Date.

2. **Rent.** The Company shall pay to the City the greater of (a) an amount equal to twenty-one and one-half percent (21.5%) of the Net Revenue for each IKE Kiosk during each year of the Term and (b) the Minimum Annual Guarantee applicable to such year (the "Rent"). The amount of the Minimum Annual Guarantee shall be prorated based upon the number of kiosks that are operational in a given year and also to reflect the actual amount of time during that year that a revenue producing kiosk is operational, defined as from the kiosk's go-live date to December 31st of that year. From and after the Operational Date for each IKE Kiosk and throughout the remainder of the Term, Rent for such IKE Kiosks shall be paid in quarterly installments due on the fifteenth (15th) day after the completion of each Fiscal Quarter. The Company shall submit to the City simultaneously with the payment of Rent, a statement of the Company's Net Revenue for the immediately preceding Fiscal Quarter. Additionally, on or before January 15th of each calendar year, the Company shall submit to the City a statement of Net Revenue for the immediately preceding calendar year ("Reconciliation Statement"). If a Reconciliation Statement shows that the amount of Rent paid during any calendar year exceeded the amount actually due and owing by the Company, the Company shall credit such overage against Rent payments next coming due until reimbursed in full; provided, however, that for the last calendar year of the Term, the City shall reimburse the Company for the amount of any overpayment within thirty (30) days after receipt of the Reconciliation Statement. If a Reconciliation Statement shows that the amount of Rent paid during any calendar year was less than the amount actually due and owing by the Company for such year, then the Company shall pay such shortfall within thirty (30) days after submission of the Reconciliation Statement.

Notwithstanding anything contained in this Agreement to the contrary, if, as a result of any revisions to the content restrictions in Section 11(e) that are made by the City, the Company is required to discontinue certain advertising contracts for the IKE Kiosks, then the Company shall notify the City of the percentage of Net Revenue that is attributable to such contracts. In the following year, the Minimum Annual Guaranty shall be reduced by the same percentage as the percentage decrease in Net Revenue attributable to such contracts. Thereafter, and for the remainder of the period of time during which Net Revenues remain reduced due to the loss of such contracts, the Company may continue to reduce the Minimum Annual Guaranty as aforesaid.

3. **City Content.** City Directed Content will be shown on the IKE Kiosks in accordance with the following schedule:

a. During Interactive Mode, City Directed Content will occupy a minimum of sixty-six percent (66%) of the screen area on each of the IKE Kiosks.

b. During Passive Mode, at least one (1) Spot out of every eight (8) Spots shown on an IKE Kiosk screen will contain City Directed Content. All Spots shall be of equal duration.

EXHIBIT B-1 to IKE Agreement

MINIMUM ANNUAL GUARANTEE

NOTE – THE INFORMATION CONTAINED IN THIS EXHIBIT B AND EXHIBIT B-1 IS CONFIDENTIAL, FINANCIAL AND PROPRIETARY INFORMATION.

Year	Minimum Annual Guarantee to the City
1	\$150,000.00 (prorated based on kiosk go-live date)
2	\$175,000.00
3	\$200,000.00
4	\$204,000.00
5	\$208,080.00
Renewal 1	\$212,241.60
Renewal 2	\$216,486.43
Renewal 3	\$220,816.16
Renewal 4	\$225,232.48

Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledge and agree that the Minimum Annual Guarantee numbers set forth in the above chart are based on the assumption that no fewer than twenty-five (25) IKE Kiosks will be installed and operational pursuant to the terms hereof. The parties further acknowledge and agree that each IKE Kiosk represents four percent (4%) of the total Minimum Annual Guaranty. Accordingly, if at any time during the Term fewer than twenty-five (25) IKE Kiosks are installed and operational, the Minimum Annual Guaranty for each year during the Term shall be decreased by an amount equal to four percent (4%) for each IKE Kiosk that is not installed and operational. For illustrative purposes only, if fifteen (15) IKE Kiosks are installed, then the Minimum Annual Guaranty in Year 1 shall decrease to \$90,000.00.

EXHIBIT C to IKE Agreement

IKE KIOSK SERVICES AND APPLICATIONS

The IKE Kiosks may display the following applications:

- (i) *Wayfinding*, including multimodal mapping to destinations, businesses and other points of interest (sorted into freestanding apps such as *Eat, Play, Shop, Stay*);
- (ii) *Getting Around*, including real-time arrival and departure information for public transit, bike share and car share services all accessed from an interactive map;
- (iii) *Question of the Week*, allowing for City to survey the public on its opinions and ideas;
- (iv) *Events*, including a comprehensive event and activity listing for City;
- (v) *Jobs*, including career and internship postings within City, arranged geographically to encourage workforce development;
- (vi) *Photobooth*, including customized City-themed background postcards and social media integration;
- (vii) *Emergency Communication*, including a protocol for real-time posting of essential City communication such as storm warnings, amber alerts and road closures;
- (viii) *Pedestrian Counting*, including RFID-based measurement of pedestrians within range of the IKE unit, and a web-based dashboard containing analytics for City's use;
- (ix) *Air Quality Monitoring*, including relaying data to City on a regular basis; and
- (x) *Arcade*, including video games employing the unique touch-screen capabilities of the IKE Kiosks.