



**CITY OF SAN ANTONIO**  
**FINANCE DEPT. - PROCUREMENT DIVISION**

REQUEST FOR OFFER (“RFO”) NO.: 6100017787

SIZEUP LICENSE AGREEMENT - SOFTWARE AS A SERVICE AGREEMENT  
FOR ECONOMIC DEVELOPMENT DEPARTMENT (EDD)

Date Issued: JANUARY 26, 2024

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CENTRAL TIME JANUARY 31, 2024**

Responses may be submitted by any of the following means:  
Electronic submission through the Portal

**\*Offer submissions will only be accepted electronically\***

Staff Contact Person: STACEY GIPSON, PROCUREMENT SPECIALIST II  
Email: [STACEY.GIPSON3@SANANTONIO.GOV](mailto:STACEY.GIPSON3@SANANTONIO.GOV)  
Office: 210.205-1802

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## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers. **\*Offer submissions will only be accepted electronically\***

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

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors 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.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

## Restrictions on Communication.

Offerors 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 RFO or offers from the time the RFO 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 RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Offerors may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration and submitting electronic proposals.

## Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 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 City.

## Changes to RFO.

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

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

## Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City’s request. Failure to comply with City’s request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’s expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person by email. Offers submitted electronically may be withdrawn electronically.

#### Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

#### Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

## State of Texas Conflict of Interest.

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

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

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

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

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

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted by mail to the Office of the City Clerk. Please mail to:

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

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

## 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, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

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

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

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

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

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

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

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

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio (City) is requesting an offer from SizeUp Inc. to establish an annual contract for the Economic Development Department (EDD) for SizeUp Subscription Software Licensing for the defined periods as specified in the Attachment A, Price Schedule.

These items are being purchased as Sole Source according to the provisions of Texas Statutes Local Government Code 252.022.07. No other source can supply the items listed nor can any comparable item fulfill the same requirements. Vendor acknowledges, with his/her signature, that all items offered are considered a Sole Source.

1. Subscription Service Level. SizeUp will provide Licensee with:
  - a) One-time Setup Fee
  - b) Service Subscription for Access to Local Business Intelligence (LBI) with Premium Data
  - c) Service Subscription for SizeUp Shop Local
  - d) Service Subscription for SizeUp Small Business Advisor with Premium Data
- 2) Additional Services Provided. SizeUp Staff and Client meetings as outlined in SizeUp Local Business (Software As A Service) Agreement.
  - a) Attachment C- SizeUp License Agreement

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate three (3) years after effective date.

~~After the effective date of the ordinance awarding the contract, this contract shall begin on March 31, 2024. This contract shall terminate March 31, 2027.~~

### Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council or guarantee that the City Council will award the contract to Vendor.

### Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

### Rejection of Disclaimers of Warranties & Limitations Of Liability.

**ANY TERM OR CONDITION IN ATTACHMENT C OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

### Insurance.

Prior to the commencement of any work under this contract, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
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 d. Contractual Liability *e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella 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	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

#### Intellectual Property.

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

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

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

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

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

Vendor further agrees to

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

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

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

provided that

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor 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 Vendor or as modified without the permission of Vendor, 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 Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

#### Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Sole Source Documentation

Attachment C – SizeUp Licensing Agreement Rev 2, dated February 22, 2024

Attachment D – Working With COSA

## 006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

### Invoicing and Payment.

Invoice Submissions. City requires all original first-time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov)

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list

prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "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. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such

Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

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

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

**Severability.** If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**Compliance with Law.** Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

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

**Non-waiver of Performance.** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue.** Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor 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 Vendor retaliate against any person for reporting instances of such discrimination. Vendor 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 City's Relevant Marketplace. Vendor 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 Vendor 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. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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

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

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it

does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

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

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

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

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

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its award letter, and its price schedule(s), addendums, attachments, purchase orders, and 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 contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer 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 offer.

Offeror Information

Please Print or Type

Vendor ID No.	<u>10097379</u>
Signer's Name	<u>Mario Ubalde</u>
Name of Business	<u>SizeUp, Inc.</u>
Street Address	<u>9600 Great Hills Trail Suite 150W</u>
City, State, Zip Code	<u>Austin, TX 78759</u>
Email Address	<u>MUbalde@SizeUp.com</u>
Telephone No.	<u>(512) 806-1890</u>
Fax No.	<u>(512) 262-7212</u>
City's Solicitation No.	<u>6100017787 SIZEUP LICENSE AGREEMENT - SOFTWARE AS SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT DEPARTMENT EDD</u>



\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

## 008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City’s standard purchase order form, and which is the vendor’s authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor’s offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor’s obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 – ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

6100017787 SIZEUP LICENSE AGREEMENT - SOFTWARE AS SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT DEPARTMENT EDD

Item	Description	Quantity (A)	Unit Price (B)	Extended Price C (AxB=C)
1	One-Time Setup Fee	1	\$3,000.00	\$3,000.00
2	TERM Coverage Term: 3/31/2024 – 3/31/2027	36 Months	\$1,875.00	\$67,500.00
	<b>TOTAL CONTRACT AWARD</b>			\$70,500.00

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

Vendor shall complete delivery and installation within 30 calendar days of receipt of City's Purchase Order.

**ATTACHMENT B**

**SOLE SOURCE VERIFICATION**

Vendor must provide a written statement describing the proprietary nature of the good or service and well as a statement that no other like good or service is available. This statement shall be submitted, along with the offer, on company letterhead and be signed by an authorized representative of the company.

**ATTACHED AS A SEPARATE DOCUMENT.**

**ATTACHMENT C**

**SIZEUP LICENSING AGREEMENT REV 2, DATED FEBRUARY 22, 2024**

**ATTACHED AS A SEPARATE DOCUMENT.**

**ATTACHMENT D**  
**WORKING WITH COSA**

**ATTACHED AS A SEPARATE DOCUMENT.**



## ADDENDUM I

SUBJECT: Request for Offer for SizeUp License Agreement – Software As A Service Agreement For Economic Development Department (EDD) (RFO# 6100017787), Scheduled to Close: January 31, 2024; Date of Issue: January 26, 2024

FROM: Jennifer Johnson  
Procurement Administrator

DATE: March 8, 2024

### **THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR OFFER**

#### **THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:**

1. **REPLACED:** Section 005 - SUPPLEMENTAL TERMS AND CONDITIONS, Original Contract Term, is revised to read:

Original Contract Term.

After the effective date of the ordinance awarding the contract, this contract shall begin on March 31, 2024. This contract shall terminate March 31, 2027.

2. **REMOVED:** Section 005 - SUPPLEMENTAL TERMS AND CONDITIONS: “This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.”
3. **REMOVED:** Section 005 - SUPPLEMENTAL TERMS AND CONDITIONS: “Renewals. At City’s option, this Contract may be renewed under the same terms and conditions for 1 additional 1-year period. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject and contingent upon appropriation of funding therefore.”
4. **REPLACED:** ATTACHMENT C - SIZEUP LICENSING AGREEMENT has been removed in its entirety and replaced by ATTACHMENT C - SIZEUP LICENSING AGREEMENT REV 2, dated February 22, 2024. SizeUp’s terms and conditions, as revised, have been incorporated into the City’s RFO No. 6100017787; therefore, City shall not be required to sign any separate document or agreement.

*Veronica Velez* on behalf of  
Jennifer Johnson  
Procurement Administrator  
Finance Department - Procurement Division

**ACKNOWLEDGED AND AGREED:**

Date: March 22, 2024

Company Name: Size Up, Inc.

Address: 9600 Great Hills Trail, Suite 150W

City/State/Zip Code: Austin, TX 78759

Manis Ubalde

Signature



## SizeUp Local Business Intelligence (Software As A Service) Agreement

This SizeUp Local Intelligence (Software As A Service) Agreement (“Agreement”), by and between SizeUp, Inc. (“SizeUp”) and the City of San Antonio (“Client”) is Attachment C to City’s Request for Offer (RFO) No. 6100017787. Each of which may be referred to as the “Party” or collectively as the “Parties”. In consideration of the mutual promises and upon the terms and conditions below, the parties agree as follows:

**1. License.** Subject to the terms and conditions of this Agreement, SizeUp will provide Client with online access to the SizeUp software for use as described in Exhibit A attached hereto (or a product with identical functionality even if marketed under a different product name), including updates, bug fixes, or other minor enhancements or improvements that are made generally available by SizeUp for users of SizeUp software (hereafter the “Services”). Subject to the terms and conditions of this Agreement, and upon payment in full to SizeUp, SizeUp grants to Client a personal, nontransferable, nonsublicensable, nonexclusive limited license to use the Services for Clients’ own use, in accordance with any documentation provided by SizeUp, to allow Client’s web site users to use SizeUp services as provided by SizeUp. Subject to the terms and conditions of this Agreement, and upon payment in full to SizeUp, SizeUp also grants to Client a personal, nontransferable, nonsublicensable, nonexclusive limited license to download and embed the SizeUp widget software (“Widget Software”) on Client’s website solely, in accordance with any documentation provided by SizeUp, for the purpose of providing users of Client’s website the ability to use SizeUp services as provided by SizeUp. Client agrees that it shall not: i) distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of the Services or Widget Software (including any associated documentation) and Client’s rights to use such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of the Services or Widget Software, or iii) modify or create derivative works based on the Services or Widget Software, including any modification to the text, layout, marks, logos or designs that appear in the SizeUp Widget. If Client does modify or create derivative works, Client agrees to assign, and hereby does assign to SizeUp, all right, title and interest in and to all and any modifications and derivative works of the Services or Widget Software created by Client. For the sake of clarity, this Agreement does not grant Client any rights in the Widget Software, except for the right to embed the Widget Software on its website in accordance with the license granted above. SizeUp retains the sole and exclusive right to control and direct the manner or means by which Services are performed, and may employ or subcontract others with respect to such services. Nothing herein entitles Client to actual possession of any software other than as to the license for the Widget Software.

**2. Client’s Duties and Responsibilities; Data.** Client must follow SizeUp’s instructions regarding how to add the Services or Widget Software to Client’s website, including updated instructions, modifications, additions or deletions to the Widget Software, as may be updated and provided by SizeUp. Services are offered as or through an embedded tool. Data provided through the Services comes from a variety of sources and is provided on an "as is" basis. SizeUp makes no guarantee or representation about the accuracy or completeness of the information, and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. See Section 6. SizeUp is not responsible for any damages arising from the use of Services. It is the responsibility of anyone using Services to independently investigate the information's accuracy and completeness, and to determine to their satisfaction the suitability of the information for any needs. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of any business.

**3. Fees and Payment.**

**3.1 Fees.** The fees for the Services and Widget Software are specified in City’s RFO No. 6100017787, Attachment A – Price Schedule. Client shall pay SizeUp the fees upon entering into this Agreement. The renewal fees are subject to change. SizeUp may cease provision of Services at any time if payment is not timely made and/or suspend or terminate the licenses granted herein. In addition,

Client shall pay SizeUp interest in accordance with the Texas Prompt Payment Act on the outstanding balance of any fees or approved expenses not paid within thirty (30) days of the due date.

3.2 **Taxes.** If Client is not a tax-exempt entity, Client shall pay or reimburse any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties arising from or related to this Agreement (other than taxes based on SizeUp's net income).

4. **Ownership.** Client acknowledges that, as between SizeUp and Client, all right, title and interest in the Services and Widget Software including SizeUp Local Business Intelligence, and any other SizeUp materials furnished or made available hereunder, and all modifications, enhancements and improvements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by SizeUp, or SizeUp's licensors and providers, if any. There are no implied rights. Any rights not granted under this Agreement are reserved by SizeUp.

5. **Confidential Information.** Having advised SizeUp that Client is a governmental entity subject to the Texas Public Information Act, Client agrees, to the extent permitted by law, to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to SizeUp's technology or business, including, but not limited to: information relating to products or technology of SizeUp or the properties, composition, structure, use or processing thereof, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions, and other technical, business, financial, and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Client shall use reasonable precautions to protect SizeUp's Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain including in reasonably available public or government databases through no improper action or inaction by Client; (b) was rightfully in the Client's possession or known by it prior to receipt from SizeUp; (c) was rightfully disclosed to the Client by another person without restriction; or (d) was independently developed by Client by persons without access to such information and without use of any Confidential Information of SizeUp. Client may disclose Confidential Information that is required to be disclosed by a court or other adjudicative body provided that reasonable measures are taken to minimize disclosure and guard against further disclosure, and also provided that Client gives SizeUp prior written notice of the proposed disclosure to allow SizeUp to seek protection for the Confidential Information.

6. **Warranty Disclaimer:** SIZEUP FOR ITSELF AND ITS LICENSORS IF ANY, MAKES, AND CLIENT RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND SIZEUP SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Term and Termination.** This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance herein, for the term specified in Exhibit A. Notwithstanding the foregoing, SizeUp may immediately terminate this Agreement if SizeUp determines that Client has failed to materially comply with any of the terms and conditions of this Agreement, and either party may terminate for convenience, upon 30 day notice, provided that SizeUp offers Client a pro-rata reimbursement for the time period that the Services are not provided due to such termination for convenience. If Client cancels for convenience, there will be no pro-rata reimbursement. This Agreement may be terminated by either party if the other party (i) fails to pay any amount due under this Agreement within ten (10) days after written notice of such nonpayment, or (ii) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of written notice of termination. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due, or the provisions of Sections 4 (Ownership), 5 (Confidential Information), 6 (Warranty Disclaimer), 9 (Reference) and 10 (General Provisions) of this Agreement, all of which will survive termination of this Agreement, regardless of the reason for termination. Upon termination, all licenses and rights to the Services and Widget Software that are granted hereunder shall terminate, and Client shall immediately return to SizeUp, SizeUp's proprietary and confidential information, and documentation regarding use of the Services and Widget Software, if any, along with a signed, written

statement certifying that Client has returned to SizeUp, and is no longer in possession of the foregoing items.

**8. Government Use.** If Client is a unit or agency of the government, or licensing use of the Services by payment with government funds, the Services are provided subject to SizeUp's standard commercial terms, set forth in this Agreement.

**9. Reference:** Client agrees that SizeUp may identify Client as a customer on its brochures, websites, and other marketing materials, and describe the project and the Services provided by SizeUp to Client. Nothing herein constitutes an endorsement of SizeUp by Client.

**10. General Provisions.** This Agreement is not assignable or transferable by Client, and any such attempted assignment or transfer shall be void and without effect. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas or applicable federal law without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on the International Sales of Goods. The parties agree that any dispute relating to this Agreement shall be heard in the courts located in Texas, Bexar County, and the parties consent to jurisdiction and venue therein. The Parties agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The City's RFO No. 6100017787 and this Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof, and any and all written or oral agreements are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties hereto. Client's City Manager, or his/her designee, shall have authority to execute amendments on behalf of the Client without further action by City Council. Pre-printed purchase order terms and any other additional terms, and any terms in conflict with this Agreement, shall be void and of no effect.

**11. Indemnity and Limitation of Liability:** SizeUp agrees to fully indemnify and defend Client from and against any and all claims, demands, suits, fees, damages, costs, and penalties brought against Client for infringement of any patent, copyright, or trademark, or for violation of any other intellectual property rights of any third party, arising out of or resulting from the licensed software, Widget App(s), Subscription Services, or any related dataset, provided that the Widget App(s), Subscription Services, and the Licensed Dataset are used by Licensee as permitted by the Agreement. Total liability arising from such claims shall not exceed, in the aggregate, five (5) times the value of the Agreement.

**EXHIBIT A**

**1. Fees**

Initial Term: 3 years

SizeUp Software As A Service Subscriptions

Individual Subscriptions

SizeUp Local Business Intelligence (LBI) with Premium Data

SizeUp Shop Local

SizeUp Small Business Advisor with Premium Data

Annual Fee: \$22,500 (twenty two thousand five hundred dollars and no cents)

One-time Setup Fee: \$3,000 (three thousand dollars and no cents)

Renewal Fee after first term: Previous annual fee plus 3%

## **2. Services (Software As A Service)**

### **SizeUp Local Business Intelligence (LBI)**

The Services shall be the provision of SizeUp Local Business Intelligence software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp Local Business Intelligence or SizeUp LBI as provided to end users) on an online basis via the Internet. SizeUp LBI will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Industry Benchmarking - Website users of the Services as provided through Licensee's Website will be able to enter certain data about their business to receive industry benchmarking of their business to other businesses in the same or similar industry. The information will be presented through graphs and/or maps at varying geographic levels.
- Market mapping – Website users of the Services as provided through Licensee's Website will be able to view companies within the same/similar industry on a map. Users will also be able to select businesses in industries they sell to or buy from and these will also be displayed on the map. This tool helps enable businesses to spatially see the distribution of potential business competitors, customers, and suppliers.
- Locations to advertise – Website users of the Services as provided through Licensee's Website will be able to enter their industry and city to see geographic locations to advertise based on a variety of measurements and filters.
- Demographic analysis – Website users of the Services will be able to access demographic reports and analysis in the Project Geography including demographic, consumer expenditures, and labor force.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

Client may schedule additional consulting services as needed.

## Small Business Advisor

The Services shall be the provision of SizeUp Small Business Advisor software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp Small Business Advisor or SizeUp SBAdvisor as provided to end users) on an online basis via the Internet. SizeUp SBAdvisor will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Plan Your Business - Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to planning to open a business. This content may include text, data, and/or other media content.
- Start Your Business – Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to starting a business. This content may include text, data, and/or other media content.
- Manager Your Business – Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to planning to managing a business. This content may include text, data, and/or other media content.
- Grow Your Business – Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to planning to growing a business. This content may include text, data, and/or other media content.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

Client may schedule additional consulting services as needed.

## Shop Local

The Services shall be the provision of SizeUp Shop Local software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp Shop Local as provided to end users on an online basis via the Internet. SizeUp Shop Local will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Search businesses by industry - Website users of the Services as provided through Licensee's Website will be able to search for businesses by industry. The results of the search will be displayed in a list format and shown geographically on a map.
- Search businesses by name - Website users of the Services as provided through Licensee's Website will be able to search for businesses by name after performing a search of businesses by industry. The results of the search will be displayed in a list format and shown geographically on a map.
- Option to restrict search results to locally-owned companies - Client will have the option to show only businesses results for which the headquarter location is within the client Project Geography.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

Client may schedule additional consulting services as needed.

### **3. Implementation Meetings and Trainings**

SizeUp staff and Client will have the following meetings related to implementation of SizeUp LBI and SizeUp Small Business Advisor Services:

- Kickoff meeting (1 meeting, 1 hour, with SizeUp and Client) – This meeting starts the process of implementing Services. Topics include, but are not limited to Introduction of team members, review of implementation and marketing materials, discussion of timelines and scheduling of follow-up meetings, review and walkthrough of Client's Application, discussion of success criteria, and any additional questions and answers.
- Training (1 meeting, 1 hour, with SizeUp and Client) – This meeting is designed for SizeUp to train Client on the use of the SizeUp Services. In some cases, the Kickoff and Training meetings are combined into one meeting. This meeting will include a demonstration and training of SizeUp on Client's web properties or hosted by SizeUp, followed by a Q&A session.
- Public Webinar (Optional) - Launch of the website to local businesses (1 meeting, 1 hour) – This meeting is designed for SizeUp and Client to host a webinar to introduce and train local businesses about the use of SizeUp Services. This meeting will follow the following format pre-webinar mic & audio check, introductions, context setting, demo, Q&A, and additional demonstration scenarios as time permits, followed by a wrap-up meeting and media availability.
- Implementation Review Meeting (1 meeting, 30 minutes, with SizeUp and Client) – This meeting is designed to review the implementation and public launch of Services. Topics include, but are not limited to, review of delivery by SizeUp team, review of implementation process, finalization of success criteria for quarterly reviews. An anonymous survey will be sent to the Client's team post-meeting for additional feedback.

Implementation Services must be utilized within ninety (90) days of delivery of Services. After ninety (90) days, Implementation Services may be contracted as described in Exhibit A, Section 5, "Additional Consulting Services".

### **4. Project Geography**

The geographic scope of the Services provided to Client will cover the geographic boundaries of San Antonio Texas which is an area with a population of no more than 1,500,000 people.

### **5. Additional Consulting Services**

Except for Services identified above in this Exhibit A, any additional services requested, travel and time ("Additional Consulting Services") will be charged at a consulting fee rate of \$175 per hour for staff, \$295 per hour for senior staff, or \$425 per hour for Principals, plus expenses for calendar year 2023. A four (4) hour minimum is required for consulting services. Time will be billed in hourly increments. Unused time shall expire one-hundred-eighty days after approval of additional consulting services. Client shall make any request for Additional Consulting Services in writing and the parties shall agree to such additional services in writing (including by e-mail) prior to performance of the Additional Consulting Services. The hourly rate for service is subject to change, in which case client shall be notified and approve of change before work is performed by SizeUp.



**ADDENDUM II**

**SUBJECT:** Request for Offer for SizeUp License Agreement – Software As A Service Agreement For Economic Development Department (EDD) (RFO# 6100017787), Scheduled to Close: January 31, 2024; Date of Issue: January 26, 2024

**FROM:** Jennifer Johnson  
Procurement Administrator

**DATE:** April 3, 2024

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

**THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:**

- 1. **REPLACED:** Section 005 - SUPPLEMENTAL TERMS AND CONDITIONS, Original Contract Term, is revised to read:

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate three (3) years after effective date.

*Veronica Velaz* on behalf of  
Jennifer Johnson  
Procurement Administrator  
Finance Department - Procurement Division

**ACKNOWLEDGED AND AGREED:**

Date: April 4, 2024

Company Name: SizeUp, Inc.

Address: 9600 Great Hills Trail, Suite 150W

City/State/Zip Code: Austin, TX 78759

*Marc Ubalde*

Signature

JJ/sg