

CITY OF SAN ANTONIO
Office of Environmental Policy



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

for

Better Buildings Auditing, Retro-Commissioning and Demand Response
(RFQ 11-008)

Release Date: November 15, 2010
Proposals Due: December 17, 2010

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

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

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

Commercial Better Buildings Program

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I. BACKGROUND

The Better Buildings program is a market-based system, funded by the American Recovery and Reinvestment Act through the United States Department of Energy, to provide utility customers in the CPS Energy Service Area with the opportunity to buy and install cost-effective resource efficiency and renewable energy measures in their homes, businesses, and public buildings. San Antonio's Better Building Program will establish a more robust market for resource efficiency and renewables in the City, by providing energy savings, electric demand reduction, greenhouse gas emission reductions and demonstration of a model that can be replicated across the country.

The goal of the Better Buildings Program is to initiate a process to help small and large scale businesses identify energy efficiency measures that will reduce their energy costs, both for low-cost/no-cost efficiency measures as well as capital investment efficiency measures. The Better Buildings Program will consist of several marketable services such as: conducting energy audits, identifying applicable energy efficiency measures, implementation of low-cost/no-cost measures (retro-commissioning), and identifying potential candidates for CPS Energy's Demand Response Program and other Rebate programs. The expected results of the Better Buildings Program include increased education, awareness, and action associated with the benefits of implementing energy efficiency measures.

CPS Energy has integrated energy efficiency and conservation programs into its overall generation portfolio. An aggressive goal to save 771 MWs of energy by 2020 has been included in the company's long range load forecast and funding for the programs to support this goal was approved by San Antonio City Council in 2009. CPS Energy has a comprehensive family of energy efficiency and reduction programs for all customer segments (residential, commercial and industrial). This family of rebate and incentive programs will be available to facilities participating in the Better Buildings Program.

Therefore, OEP is seeking Respondent(s) to provide their qualifications to perform commercial building audit services in two tasks. Respondents may submit their qualifications for either Task 1 or Task 2 or both:

TASK 1: COMMERCIAL AUDITING AND DEMAND RESPONSE

TASK 2: RETRO-COMMISSIONING AND DEMAND RESPONSE

Both Task 1 and Task 2 include Demand Response and require demonstrated ability to evaluate facilities for load curtailment based on the requirements of the CPS Energy Demand Response Program as described below.

COMMERCIAL DEMAND RESPONSE (included in TASK 1 and TASK 2):

The CPS Energy's Commercial Demand Response (DR) program is designed for the specific purpose of reducing peak load growth by incentivizing customers to shed electric loads on peak summer days. As part of the Better Buildings Program, all facilities seeking to participate in either Commercial Auditing or Retro-commissioning will be evaluated for potential participation in the Demand Response Program. Respondent(s) should provide documentation of demonstrated ability to evaluate facilities for load curtailment based on the requirements of the CPS Energy Demand Response Program.

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The DR Program consists of an on-site assessment that identifies load curtailment opportunities. Upon completion of the site assessment, the service provider will provide a report to the building owners which will include but not be limited to:

1. A detailed report containing load curtailment opportunities with prescriptive measures and procedures of how to respond to a CPS Energy curtailment event.
2. Procedures for customers to return to full load after a curtailment event.
3. Reports will need to be sealed by a licensed Professional Engineer (P.E.).

DR forms a part of CPS Energy's overall strategy with the long-term goal of attaining up to 225 MWs of committed, responsive DR in the CPS Energy generation portfolio. DR is a voluntary Program that pays incentives to commercial customers for curtailing electric load at peak times during the summer months. CPS Energy, at its sole discretion, calls for load curtailments to achieve operating, reliability and/or economic purposes. Incentive payments are made subject to measurement and verification of customer performance under the terms of the Program. Customers must have a demonstrated, curtailable load of 100 kW or greater to participate. Customers must also be capable of reducing the agreed-upon load for the entire duration of a curtailment event. Eligible days for curtailment are weekdays, excluding holidays, from June 1 to September 30.

The DR program provides financial incentives and other benefits to the customer including:

- Reducing energy use during peak demand days
- Help keep electricity costs down during summer bill months
- Help keep established summer peak low and positively affect winter bills
- Help to delay the construction of new, expensive power plants Environmentally friendly (reduces green house gas emissions)
- Monitors and analyzes post-event performances
- No financial penalties for under or over performance
- Voluntary participation

The DR program is limited to commercial electric customers with:

- PL, LLP, ELP or SLP tariff classes, as defined by CPS Energy – potential customer segments include hospitals, schools and hotels.
- Demonstrated, curtailable load of at least 100 kW (load may be aggregated, at least 50 kW per site)
- An Interval Data Recorder (IDR) meter

II. SCOPE OF SERVICES

TASK 1:

COMMERCIAL AUDITING AND DEMAND RESPONSE

Respondents should be able to perform on-site energy assessments to help businesses identify applicable energy efficiency measure that will reduce their energy costs, both for low-cost/no-cost efficiency measures as well as capital investment efficiency measures. Respondent should be able to identifying potential candidates for the CPS Energy's Demand Response Program, for the Retro-commissioning Program and other CPS Energy Rebate programs.

The Commercial Auditing Program consists of an on-site assessment that identifies energy efficient opportunities and the associated implementation costs, cost savings, and payback, as well as prioritize

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measures and/or bundles of measures to be implemented. Upon completion of the site assessment, the service provider will provide a report which will include but not be limited to:

1. An executive summary
2. An inventory of the building's current systems, equipment and controls
3. Recommendations for energy efficiency opportunities
4. Recommendations for demand response opportunities
5. Estimated energy savings, costs, and simple payback
6. Addition deficiencies and energy efficiency opportunities identified but not quantified
7. Reports will need to be sealed by a licensed Professional Engineer (P.E.).

TASK 2:

COMMERCIAL RETRO-COMMISSIONING AND DEMAND RESPONSE

Retro-commissioning provides the implementation of low-cost/no-cost measures to reduce energy consumption identified in an on-site assessment. Respondent should be able to identify demand savings opportunities and prioritize investigation of savings opportunities to control costs. Respondent should be familiar with the buildings and climate in the utility service territory.

The Respondent may be required to assist in marketing the Retro-commissioning Program through outreach to professional organizations and direct customer contact. Retro-commissioning begins with a site visit, consulting with the building facilities personnel, and reviewing the building system documentation, operating set points, equipment sequences of operation and state of repair, utility bills, etc. From the information gathered, the Respondent develops a preliminary list of improvements, performing rough calculations of the demand and energy saving potential of each. From this analysis, the Respondent generates a feasibility assessment of the project, which is included in the Retro-commissioning Plan and submits it as a program deliverable. If the Respondent in consultation with Better Buildings Program staff concludes that the project is unlikely to result in sufficient savings to meet program cost-effectiveness targets, the project will be terminated at that point.

The next phase continues the site assessment to develop an in-depth understanding of the building systems. Operational and functional data are collected to assess equipment operation and document baseline operating conditions. A master list is developed to augment the items found in the planning phase, and to identify additional deficiencies and potential improvements. Detailed calculations are completed to estimate the demand and energy savings, annual energy cost savings, implementation costs, and simple payback period of potential improvements. For recommended measures, an implementation verification procedure is defined. Information gathered and recommendations for implementation are presented in a report. If the Respondent in consultation with Better Buildings Program staff concludes that the project is unlikely to result in sufficient savings to meet program cost-effectiveness targets, the project will be terminated at that point.

Once the installation is complete, the Respondent verifies that the measures have been implemented by carrying out the verification procedure. The Respondent will submit a report stating the verified savings based on the verification data collected, and recommending operational procedures to ensure continued facility operation at optimal conditions. The Respondent may also be requested to provide on-site operational training to facility staff upon project completion.

Respondent shall evaluate the facility for the feasibility of proposing retro-commissioning measures. Retro-commissioning measures may include but are not limited to:

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- HVAC System scheduling
- Chiller sequencing/optimization
- Reset of HVAC temperatures (i.e. CHWST, CWST, SAT, etc.)
- Outside air reduction / Demand Control Ventilation
- Improve air-side economizer operation
- HVAC balancing (water & air)
- Static pressure reduction (water & air)
- Eliminate simultaneous heating and cooling
- Install VSD's in HVAC systems (i.e. AHU fan, SCHW pump, etc.)
- Add/Repair sensors (i.e. temperature sensor, pressure sensor, etc.)
- Add/Repair devices (i.e. actuated dampers, control valves, etc.)
- Hot Water Heater tune-ups
- Repair leakage in facility distribution systems (i.e. AHU, compressed air, etc.)
- Install lighting controls (i.e. occupancy sensors, daylighting, etc.)
- De-lamping light fixtures

The service provider will provide a report which will include but not be limited to:

1. An executive summary
2. An inventory of the building's current systems, equipment and controls
3. Original and updated sequence of operations as applicable
4. Recommendations for energy efficiency opportunities
5. Recommendations for demand response opportunities
6. Estimated energy savings, costs, and simple payback
7. Addition deficiencies and energy efficiency opportunities identified but not quantified
8. Comparison of the pre- and post-implementation building performance and power consumption
9. Procedures Manual outlining how to implement the recommended measures
10. Reports will need to be sealed by a licensed Professional Engineer (P.E.).

III. OWNERSHIP AND LICENSES

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

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

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFQ, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to

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City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

IV. INTELLECTUAL PROPERTY

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

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

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

1. Either:
 - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
 - c) 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.
2. Respondent further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof,

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2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

V. TERM OF CONTRACT

A contract awarded in response to this RFQ will be for a two (2) year period. The City shall have the option to renew for an additional one (1) year period upon City Council approval.

VI. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at City of San Antonio, Office of Environmental Policy Department, Riverview Towers, 111 Soledad, 9th Floor Green Room, San Antonio, Texas 78205, at 9:30 a.m., Local Time, on Monday, November 29 2010. Respondents are encouraged to prepare and submit their questions in writing two (2) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional, but highly recommended. Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference. On November 21st, Respondents may download a copy of the pre-submittal conference agenda from the City's website; <https://webapps1.sanantonio.gov/RFPListings/>

Toll Free Dial In Number: (877) 226-9790 Access Code: 6803495

Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section XII – Restrictions on Communication, after the conclusion of the Pre-Submittal Conference.

VII. BUY AMERICAN PROVISION

Section 1605 of the American Recovery and Reinvestment Act of 2009 requires the use of American iron, steel, and manufactured goods on all projects funded directly by or assisted in whole or in part by

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and through the Federal Government pursuant to the Act. It should be noted that measures such as lighting installations and HVAC systems are considered a "supply item" and do not fall under the Buy American requirement, but items such as solar panels are considered "manufactured goods" and must be from the United States in origin.

VIII. PREVAILING WAGE

Section 1606 of the Recovery Act requires the payment of not less than the prevailing wages under the Davis-Bacon Act to "all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act."

It is the responsibility of selected contractors/subcontractors to adhere to all Davis-Bacon Labor Standards. A full overview of these standards is provided by the Department of Labor online at <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

On August 24, 2009, the Davis-Bacon Act (DBA) Rate Decision for Bexar County, Texas was revised. DBA Rate Schedules are often updated. The most up-to-date versions of the schedule can be found online at <http://www.wdol.gov/dba.aspx>. The DBA WD code number for Bexar County, Texas is TX3

The contractor/subcontractor must compensate employees for any increases in wages resulting from such change, and grantees and subgrantees may use Recovery Act funds they have already received to cover the cost of the adjustments. Projects starting after any new wage determinations are issued (or options exercised after new wage determinations are issued) should use the new wage determinations.

The Provisions of Chapter 2258, Texas Government Code, are expressly made a part of this contract. In accordance therewith, the City will provide Contractor with a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract prior to the bidding of the Project and this schedule will become a part hereof. The Contractor shall forfeit as a penalty to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any subcontractor under him. The establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this Project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. The Contractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, Contractor agrees that he/she will abide by all applicable terms and City "General Conditions" governing wages and labor standards and practices, established by City ordinance 60110, amended by City ordinance 71312 and 2008-11-20-1045, and provisions of the Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office.

IX. RESPONSE REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. RESPONDENT PROPOSAL: Complete and submit Response Attachment A.

TAB A – TABLE OF CONTENTS

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

TAB C – GENERAL INFORMATION

TAB D – REFERENCES

TAB E – EXPERIENCE, BACKGROUND & QUALIFICATIONS

TAB F – PROPOSED PLAN

TAB G – MISCELLANEOUS INFORMATION

NOTE: The remaining document requirements listed for TABs H–O are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.

- B. DISCRETIONARY CONTRACTS DISCLOSURE: Response Attachment B, Discretionary Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>. Complete online, print form and place copy as Tab H within Respondent's ORIGINAL proposal submittal.

- C. LITIGATION DISCLOSURE: Complete and submit Response Attachment C, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form as Tab I within Respondent's ORIGINAL submittal.

- D. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form contained in Response Attachment D. Place as Tab J within Respondent's ORIGINAL submittal.

- E. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate. Place both documents as Tab K within Respondent's ORIGINAL proposal submittal. Additional copies are not required.

- F. FINANCIAL INFORMATION:

Submit a copy of Respondent's three (3) most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant. The City reserves the right to obtain, at no cost to the Respondent, a Dun and

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Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal. Place documents as Tab L within Respondent's ORIGINAL submittal. Additional copies are not required.

- G. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in Response Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Place document as Tab M within Respondent's ORIGINAL submittal.
- H. ADDENDUMS: Bidder shall sign and submit all Addendums (if any) issued for this RFQ. Changes to the RFQ will be posted to the City of San Antonio's Bidding & Contract Opportunities Website, <http://epay.sanantonio.gov/RFPListings/>. It is Bidder's responsibility to review this site and ascertain whether amendments or revisions have been made prior to submission of a proposal response. Place Addendums, if any, as Tab N within Respondent's ORIGINAL proposal.
- I. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in Response Attachment F as Tab O within Respondent's ORIGINAL submittal.

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

X. AMENDMENTS TO RFQ

Amendment to the RFQ, including written responses to questions received in compliance with Section XII, Restrictions on Communication, may be posted as addendums on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section XII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ, and changes to the RFQ – if any – shall be made in writing only.

XI. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, seven (7) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire original proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **Better Buildings Auditing, Retro-Commissioning and Demand Response**. All proposals must be received in the City Clerk's Office no later than **2:00 pm, Local Time on, December 17, 2010** to the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner

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does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office
Attn: Office of Environmental Policy
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Office of Environmental Policy
100 Military Plaza 2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bond in a more economical fashion (i.e. – heat bond, spiral bond, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed 40 pages in length, not including appendices. Electronic files, websites, or URLs shall not be submitted in lieu of the proposal, other than the CD specified above. Each proposal must include the sections and attachments in the sequence listed in the RFQ Section IX, Response Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents (Page 2) Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- C. Respondents who submit proposals to this RFQ shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number in Response Attachment A- Respondent Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal's Respondent Questionnaire, the Director of the Office of Environmental Policy shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.
- G. Respondents may submit a response to one or both tasks; however, separate stand-alone applications must be submitted indicating Task 1: Commercial Auditing and Demand Response and/or Task 2: Retro-commissioning and Demand Response.
- H. Respondents must note that the award of this contract is contingent upon the City of San Antonio receiving the grant award.

XII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFQ or Proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed in the address below until **4:00 p.m., Central Time, on December 8, 2010**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email or by fax to:

Debra Stevens, Contract Coordinator
City of San Antonio, Purchasing & General Services
debra.stevens@sanantonio.gov or to fax # (210) 207-7814

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Debra Stevens, Contract Coordinator

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City of San Antonio, Purchasing & General Services
P.O. Box 839966
San Antonio, TX 78283-3966

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department (IEDD) 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. The point of contact is Ms. Grace Luna and may be reached by telephone at (210) 207-3900 or by e-mail at **Grace.Luna@sanantonio.gov**. Contacting the Small Business Office regarding this RFQ after the proposal due date is not permitted.
4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request to the Department Director no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

XIII. EVALUATION CRITERIA

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

Evaluation criteria:

- A. Experience, Background, Qualifications (35 points)
- B. Proposed Plan (25 points)

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C. Financial Capability (15 points)

D. References (5 points)

E. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs. (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or S/WBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of International and Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:

- a. One percent (1%) for submission/approval of the SBEDA form.
- b. One percent (1%) for meeting/exceeding the MBE goal.
- c. One percent (1%) for meeting/exceeding the WBE goal.
- d. One percent (1%) for meeting/exceeding the AABE goal.
- e. One percent (1%) for meeting/exceeding the SBE goal.

XIV. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Response Attachment D)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with

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the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XV. SCHEDULE OF EVENTS

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

RFQ Release Date	Monday, November 15, 2010
Pre-Submittal Conference	Monday, November 29, 2010, 9:30 a.m.
Final Questions Accepted	Wednesday, December 8, 2010, 4:00 p.m.
Proposals Due	Friday, December 17, 2010, 2:00 p.m.
Interviews, if any	January 2011
City Council Date	March 2011

RESPONSE ATTACHMENT A.

RESPONDENT PROPOSAL

RESPONDENT PROPOSAL

Instructions: Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Respondent's proposals should be organized and submitted in the following manner and order, with each section tabbed and noted with the appropriate heading indicated.

TAB A – TABLE OF CONTENTS

EXECUTIVE SUMMARY

To be submitted with Respondent's Proposal as TAB B

Provide a maximum two (2)-page summary of Respondent's Proposal to include at a minimum:

1. Highlights of major components of Respondent's Proposal for Task 1: Commercial Auditing and Demand Response and/or Task 2: Retro-commissioning and Demand Response.
2. Description of the Respondent's current business, business philosophy regarding operations and client relationships, and Respondent's general approach to energy efficiency systems and services.
3. Statement of understanding concerning the City's needs and Respondent's approach to this project, knowledge of the elements involved, and specific approach for the services requested, including a statement of work to be accomplished, how Respondent proposes to accomplish and perform each specific service, and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION

To be submitted with Respondent's Proposal as TAB C

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies: _____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

To be submitted with Respondent's Proposal as Tab D

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

Reference No. 1:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____
Date and Type of Service(s) Provided: _____

EXPERIENCE, BACKGROUND, QUALIFICATIONS

To be submitted with Respondents's Proposal as TAB E

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFQ. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. It is a goal of the program to retain and use local personnel and/or companies to provide services.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. State the ability to scale, schedule, and deliver direct energy efficiency services to the commercial sector within a calendar year.
8. Describe Respondent's track record of integrating and delivering multiple technology solutions for the customer eg. HVAC and refrigeration measures, etc.
9. Describe Respondent's track record for facilitating and/or assisting implementation marketing programs, promoting other existing and future energy efficiency and conservation programs, and building coalitions within communities to help market program and educate their constituents.
10. Describe Respondent's quality assurance program that ensures energy savings and demand reduction estimates are realized and customers are satisfied.
11. Describe Respondent's experience with managing multiple funding sources for various measures.

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12. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

PROPOSED PLAN –

To be submitted with Respondent's Proposal as TAB F

Prepare and submit the following items.

1. **Operating Plan** – Describe the proposed plan to conduct energy efficiency services, including specific tasks, staff assigned and schedule of events. Include a description of how many and what kind of buildings will be targeted.
2. **Reporting Plan** – Describe how the energy and cost savings from retrofits will be monitored and verified and how those results will be communicated to the owner/occupant of the building throughout term of the contract. Identify proposed tasks and schedule.
3. **Marketing Plan** – Describe how you will conduct outreach, advertising and marketing to building owners in the targeted zones to inform them of the program and convince them to agree to participate.
4. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
5. A principal goal and priority of the assistance under this opportunity is to promote job creation and/or preservation. Please demonstrate in your proposal how your business plan will:
 - Preserve and/or create jobs and promote economic recovery;
 - Maximize job creation and economic benefit;
 - Be commenced as quickly as possible consistent with prudent management.
 - Track, measure, and report on the recipient's progress towards achieving the Recovery Act priorities.

MISCELLANEOUS INFORMATION

To be submitted with Respondent's Proposal as TAB G

Include brochures and other relevant information about Respondent you wish the City to consider in its selection.

RESPONSE ATTACHMENT B.

DISCRETIONARY CONTRACTS DISCLOSURE FORM

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Proposal as Tab H

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at:
<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields.
2. Click on the "Print" button and place the copy in proposal response, as Tab H, as indicated in the Proposal Checklist.

RESPONSE ATTACHMENT C.

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB I

LITIGATION DISCLOSURE

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

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

Yes No

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

Yes No

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

Yes No

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

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RESPONSE ATTACHMENT D.

GOOD FAITH EFFORT PLAN FORM

SBEDA FORM

To be submitted with Respondent's Proposal as TAB J

GOOD FAITH EFFORT PLAN
(Page 1 of 4)

“Green Retrofit Ramp-Up Program RFQ

NAME OF PROJECT: _____

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes ____ No (If yes, please submit Certification Certificate.)

- List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE-SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program

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Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN
(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

- 8. Please attach a copy of your company’s MBE-WBE-AABE-SBE policy.

- 9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department’s approval.

RESPONSE ATTACHMENT E.

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB M

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFQ, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
3. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits B & C.
4. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.
5. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
6. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a “high-profile” contract.

I further acknowledge that the legal signatory of a high-profile contract, any individual seeking a high-profile contract, any owner or officer of an entity seeking a high-profile contract, the spouse of any of these individuals, and any attorney, lobbyist or consultant retained to assist in seeking contract are prohibited from making a campaign or officeholder contribution from the 10th

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business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded. I also acknowledge that this contract cannot be awarded to the individual or entity seeking the contract if a prohibited contribution has been made by any of these individuals during the "black out" period.

I warrant that, as of this date, no contributions have been made by these individuals in violation of this prohibition.

RESPONSE ATTACHMENT F.

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as Tab O

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Respondent Proposal (Response Attachment A)	
Tab A	<ul style="list-style-type: none"> • Table of Contents 	
Tab B	<ul style="list-style-type: none"> • Executive Summary 	
Tab C	<ul style="list-style-type: none"> • General Information 	
Tab D	<ul style="list-style-type: none"> • References 	
Tab E	<ul style="list-style-type: none"> • Experience, Background & Qualifications 	
Tab F	<ul style="list-style-type: none"> • Proposed Plan 	
Tab G	<ul style="list-style-type: none"> • Miscellaneous Information 	
Tab H	*Discretionary Contracts Disclosure (Response Attachment B) <i>Provide with ORIGINAL only</i>	
Tab I	Litigation Disclosure (Response Attachment C) <i>Provide with ORIGINAL only</i>	
Tab J	* SBEDA Form (Response Attachment D); and <ul style="list-style-type: none"> • Associated Certificates, if applicable <i>Provide with ORIGINAL only</i>	
Tab K	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider’s Letter • Copy of Current Certificate of Insurance <i>Provide with ORIGINAL only</i>	
Tab L	Financial Information <i>Provide with ORIGINAL only.</i>	
Tab M	* Signature Page (Response Attachment E) <i>Provide with ORIGINAL only</i>	
Tab N	*All Addendums issued (if any) for this RFQ. <i>Provide with ORIGINAL only</i>	
Tab O	Proposal Checklist (Response Attachment F) <i>Provide with ORIGINAL only</i>	
	One (1) Original, 7 Copies, and one (1) CD of entire proposal in PDF format.	

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

RFQ EXHIBIT A.

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

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing

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business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

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Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. SBE-MBE-WBE-AABE Certification Required

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of International Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-8151.

RFQ EXHIBIT B.
INSURANCE REQUIREMENTS

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

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Office of Environmental Policy, which shall be clearly labeled: "Better Buildings Auditing, Retro-Commissioning and Demand Response" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of Environmental Policy. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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e. Contractual Liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- J) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFQ EXHIBIT C.

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

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

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