

AN ORDINANCE 2011-05-12-0394

SELECTING URBAN CONSORTIUM GROUP, LLC DBA ECO-SYNERGY ADVISORS AND AWARDING A CONTRACT IN AN AMOUNT UP TO \$750,000.00 TO PROVIDE RESIDENTIAL ENERGY ASSESSMENT AND AUDITING SERVICES FOR THE BETTER BUILDINGS PROGRAM, FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 THROUGH THE DEPARTMENT OF ENERGY.

* * * * *

WHEREAS, President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA) into law on February 17, 2009, which provides a total of \$787 billion in spending and tax cuts to preserve and create jobs, and make investments in infrastructure, energy and science, unemployment assistance, and State and local stabilization; and

WHEREAS, in order to take full advantage of the funding opportunities and additional services that may be provided to the City of San Antonio as a result of the ARRA, City staff has worked closely with City Council to strategize and align specific City Council ranked projects to individual Federal and State agency funded programs; and

WHEREAS, Ordinance 2010-06-17-0565 authorized the acceptance and appropriation of \$10,000,000.00 in ARRA funds from the U.S Department of Energy for the Retro-Fit Ramp-Up/Better Buildings Program and this project is authorized under that grant; and

WHEREAS, the City issued a Request for Qualifications (RFQ 11-026) on December 20, 2010 for "Better Buildings Residential Assessment and Auditing Services" to perform two tasks: "Task 1: Residential Energy Assessments" and "Task 2: Comprehensive Home Energy Audits"; four firms submitted responses; submittals were evaluated by a committee from CPS Energy, Office of Environmental Policy and the Finance Department and it recommends awarding one contract to Urban Consortium Group, LLC, dba Eco-Synergy Advisors, as the most responsive firm; and

WHEREAS, this ordinance authorizes the negotiation and execution of a contract with Urban Consortium Group, LLC, dba Eco-Synergy Advisors, for a term of two years, with an option for the City to renew for one additional year, in an amount up to \$750,000.00 to perform "Better Buildings Residential Assessment and Auditing Services", funded by the ARRA through the Department of Energy; **NOW THEREFORE**,

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

SECTION 1. Urban Consortium Group, LLC, dba Eco-Synergy Advisors is hereby selected for "Better Buildings Residential Assessment and Auditing Services" to provide services for the City of San Antonio as the most qualified respondent to the Request for Qualifications (RFQ 11-026). A copy of the Agreement in substantially final form is attached and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager, or her designee, or the Director, Office of Environmental Policy, or his designee, is hereby authorized to take all actions necessary to negotiate and execute an Agreement with Urban Consortium Group, LLC, dba Eco-Synergy Advisors in an amount up to \$750,000.00 to perform both tasks for the "Better Buildings Residential Assessment and Auditing Services", for a term of two years with an option for the City to renew for one additional year. A copy of the Agreement in substantially final form is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days from the effective date.

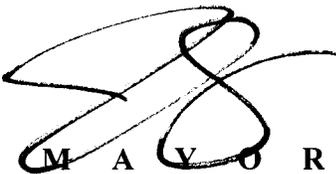
SECTION 3. Section 1. Fund 2301455003 entitled "RRU - ARRA" and Internal Order 155000000067, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this bid.

SECTION 4. The sum of \$750,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201040 "Fees to Professional Contractors". Payment is authorized to Urban Consortium Group, LLC dba Eco-Synergy Advisors and should be encumbered with a purchase order.

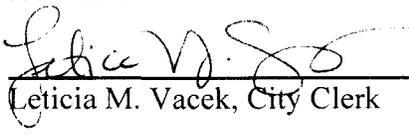
SECTION 5. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 12th day of May, 2011.

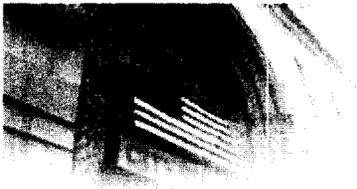

M A Y O R
Julián Castro

ATTEST:


for Leticia M. Vacek, City Clerk

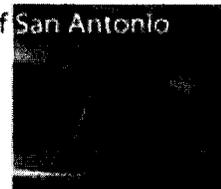
APPROVED AS TO FORM:


for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 30

Name:	6, 9, 10, 11, 12, 16, 17, 20, 21, 23A, 23B, 24, 26A, 26B, 27, 28, 29, 30						
Date:	05/12/2011						
Time:	10:52:02 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance selecting Urban Consortium Group, LLC dba Eco-Synergy Advisors and awarding a contract in an amount up to \$750,000.00 to provide residential energy assessment and auditing services for the Better Buildings Program, funded by the American Recovery and Reinvestment Act of 2009 through the Department of Energy. [Edward Benavides, Chief of Staff; Laurence Doxsey, Director, Office of Environmental Policy]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
URBAN CONSORTIUM GROUP LLC
(DBA) ECO-SYNERGY ADVISORS
FOR
BETTER BUILDINGS RESIDENTIAL ASSESSMENT
AND AUDITING SERVICES**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the “Agreement”), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as “City”), and

Urban Consortium Group LLC (DBA) Eco-Synergy Advisors
314 Golden Crown
San Antonio, Texas 78223

a Limited Liability Corporation chartered under the laws of the State of Texas (hereinafter referred to as “Eco-Synergy”), acting by and through Christopher T. Flores, Managing Director, and pursuant to Ordinance No. 2011-05-____ - _____, passed and approved by the City Council on May ____, 2011.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Qualifications for “Better Buildings Residential Assessment and Auditing Services (RFQ 11-026), issued by the City on December 20, 2010;
2. Exhibit II, Addendum I, dated January 19, 2011;
3. Exhibit III, Revised Fee Schedule submitted by Eco-Synergy dated April 25, 2011 and City Acceptance letter dated _____
4. Exhibit IV, Fee Payment Breakdown;
5. Exhibit V, Invoice Template & Reporting Metrics
6. Exhibit VI, Copy of Enabling Ordinance No. 2011-05-____ - _____

Referenced Documents: Further, Eco-Synergy’s responses to the RFQ and its addendum are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFQ and its addendum govern Eco-Synergy’s responses; this Integration Agreement governs both the RFQ and responses; the Enabling Ordinance governs all in case of

conflict. This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Compensation: As authorized by the Ordinance, total budget sums shall not exceed \$750,000.00 unless City Council action is taken to amend the enabling Ordinance. If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

This Agreement is funded by the American Recovery and Reinvestment Act of 2009 (ARRA), from the U.S. Department of Energy (DOE), as a "Green Retrofit" grant. If this grant is terminated or funding is not provided by DOE during the term of this agreement, City retains the right to terminate this agreement with no liability to the City.

In consideration of Eco-Synergy's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Eco-Synergy an amount not to exceed Seven-Hundred and Fifty-Thousand dollars (\$750,000.00) as total compensation. It is understood and agreed by the Parties that Eco-Synergy will be paid for actual work performed and for allowable expenses, provided that Eco-Synergy shall present City with an invoice utilizing Exhibit V, "Invoice Template & Reporting Metrics", attached, for all expenses and services monthly. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice. Additionally, Eco-Synergy shall submit with each invoice, utilizing Exhibit "Invoice Template & Reporting Metrics", a report for submission to the Department of Energy (These reporting metrics will be developed between the parties with direction from the Department of Energy and are subject to modification during the term of the contract). It is understood and agreed by the parties that this contract is for performance of services to complete both Task 1 - Residential Energy Assessments and Task 2 - Comprehensive Home Energy Audits, as specified in RFQ 11-026.

Resident Payment: Resident customers are to pay a nominal fee toward their assessment and audit services (see Exhibit IV, "Fee Payment Breakdown"). Eco-Synergy is responsible for collecting these fees. Acceptable forms of payment by resident customers to Eco-Synergy include credit card, check, money order, PayPal and cash. All costs associated with collecting these fees by Eco-Synergy are included in the Total Unit Price.

Work Start Date: Work shall start immediately upon instruction to Eco-Synergy from the Director of the Office of Environmental Policy or his designee, but no sooner than June 1, 2011, for performance of both Task 1 - Residential Energy Assessments and Task 2 - Comprehensive Home Energy Audits, as described in the RFQ's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The term of this agreement is for two (2) years with the City having one option to renew the agreement under the same terms and conditions for an additional one year period. The initial two-year term of this Agreement shall commence on or about June 1, 2011 and shall terminate on May 30, 2013.

Termination: In addition to any other provision of this agreement, City may terminate this agreement, in whole or in part, for any of the below listed reasons. For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term or earlier termination pursuant to any of the provisions hereof.

This agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for termination of not less than 30 (thirty) calendar days from the date of such notice. All services being terminated shall cease upon the date specified in such notice. City shall equitably compensate Eco-Synergy in accordance with the terms of this Agreement for the services properly performed prior to the date specified in such notice, following inspection and acceptance of same by City. Eco-Synergy shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate. Eco-Synergy shall submit an invoice for work performed prior to the date of termination within thirty (30) days of the date for termination specified in the notice. City shall not be responsible for payment of any invoices received after the expiration of said thirty (30) days.

City reserves the right to terminate this Agreement in whole or in part immediately upon breach of any term or provision of this Agreement by Eco-Synergy. If at any time during the term of this Agreement, Eco-Synergy shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, City shall have the right, if Eco-Synergy shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement in whole or in part and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of that part of the agreement sum, which has not heretofore been paid to Eco-Synergy hereunder, Eco-Synergy shall be liable for and shall reimburse City for such excess.

By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties hereunder, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

Election Of Remedies - Termination Not Sole Remedy. In no event shall City's action in terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies. Nor shall such termination limit in any way, at law or equity, City's rights to seek damages from or otherwise pursue Eco-Synergy for any default hereunder or other action.

Notice: Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or

upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Office of Environmental Policy
PO Box 839966
San Antonio, Texas 78283-3966

If intended for Eco-Synergy, to:

Eco-Synergy Advisors
Attn: Christopher C. Flores
314 Golden Crown
San Antonio, Texas 78223

Assignment and Subcontracting: Eco-Synergy shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Eco-Synergy. Eco-Synergy, its employees or its subcontractors shall perform all necessary work. It is the City's understanding and this Agreement is made in reliance thereon, that Eco-Synergy intends to use the following subcontractors in the performance of this agreement: SAGE Assessments; A/E LEEDership.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Eco-Synergy. City shall in no event be obligated to any third party, including any subcontractor of Eco-Synergy, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.

Except as otherwise stated herein, Eco-Synergy may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, Eco-Synergy shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Eco-Synergy, assignee, transferee or subcontractor.

Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should Eco-Synergy assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Eco-Synergy shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Eco-Synergy shall in no event release Eco-

Synergy from any obligation under the terms of this Agreement, nor shall it relieve or release Eco-Synergy from the payment of any damages to City, which City sustains as a result of such violation.

Nonwaiver 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. In case of City, such changes must be approved by the Director. 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.

Independent Contractor: Eco-Synergy covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Eco-Synergy shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Eco-Synergy, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Eco-Synergy. The parties hereto understand and agree that the 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 the Eco-Synergy under this Agreement and that the Eco-Synergy has no authority to bind the City.

Source of Funds – American Recovery & Reinvestment Act: Funds for this contract come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (“ARRA”). Eco-Synergy and any subcontractors, as subrecipients of ARRA funds, must comply with all terms, conditions and requirements of the Act as it currently exists and as they may be changed or supplemented during the term of this contract. Eco-Synergy and any subcontractors shall comply with all special provisions as specified in the Act and current and future Department of Energy guidance.

Buy American Requirements; Use of Domestic Iron, Steel, and Manufactured Goods: Pursuant to Section 1605 of the ARRA, none of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States.

Job Creation and Retention: Pursuant to section 1512c of the ARRA, not later than 5 days after the end each calendar quarter, Eco-Synergy must submit a report to the City that contains an estimate of the number of jobs created and the number of jobs retained as a result of Eco-Synergy receiving ARRA funds pursuant to this contract. Include a brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or Eco-Synergy's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. "Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. "Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Davis Bacon Act: Eco-Synergy and its subcontractors shall comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3142); The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702); and The Copeland "Anti-Kickback" Act (18 U.S.C. § 874). Upon execution of this Agreement, the most recent wage provisions shall apply to all applicable activities.

Waste Stream Conditions: Eco-Synergy shall submit a waste management plan addressing waste generated by the proposed Project. This waste management plan will describe Eco-Synergy's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, etc.) generated as a result of activities under the Project. Eco-Synergy shall regularly evidence compliance with their waste management plan by submitting copies of waste transport and disposal manifests.

Records Retention: Eco-Synergy shall retain all records owned by or to which the CITY has the legal right of access to satisfy the City's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims. CITY shall be notified immediately by Eco-Synergy of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the

AGREEMENT. As such, Eco-Synergy understands and agrees that CITY will process and handle all such open records requests.

Right of Review and Audit: Eco-Synergy and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this AGREEMENT and shall make such materials available to CITY, at the City's Office of Environmental Policy, 111 Soledad, Suite 725, San Antonio, Texas, or successor local address, at all reasonable times and as often as CITY may deem necessary during the AGREEMENT term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives. Further, Eco-Synergy acknowledges that it is potentially subject to Single Audit as the funds managed exceed \$500,000.00.

Access to Contractor Records: Inspectors General, the Accountability and Transparency Board, and the Government Accountability Office are granted authority to examine any records of Eco-Synergy regarding ARRA transactions as required by ARRA Sections 902, 1514 and 1515. Eco-Synergy acknowledge this requirement and agree to grant such access to these entities and the City, if requested. Eco-Synergy shall maintain documentation of your purchases of materials or goods furnished hereunder that are sufficient to demonstrate that they are U.S.-made. Eco-Synergy must retain this documentation for the duration of this contract, and for four years after the expiration or termination of this Agreement. Eco-Synergy shall permit inspection and copying of such documents to these parties and the City at no cost.

Anti-discrimination and Equal Opportunity Provisions: All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance shall apply here. Eco-Synergy shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. Generally applicable civil rights laws apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act. Eco-Synergy agrees that Eco-Synergy will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

Amendments: Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Eco-Synergy, and signed by the Director. Substantive changes, to include an increase in the amount of compensation, shall require additional City Council approval.

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

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

Entire Agreement: This Agreement, together with its authorizing ordinance and its exhibits, as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

Agreed, Consented to, and Executed this ___ day of May, 2011.

Urban Consortium Group LLC
dba Eco-Synergy Advisors

BY: Flores, Christopher
Christopher T. Flores:
Managing Director

CITY OF SAN ANTONIO

BY: _____
Printed name: _____
Title: _____
CITY MANAGER, or her designee

APPROVED AS TO FORM:
Office of the City Attorney
Michael D. Bernard, City Attorney

By: _____
Assistant City Attorney

Exhibit I

Request for Qualifications (RFQ) for “Better Buildings Residential Assessment and Auditing Services” (RFQ 11-026)

(Insert)

Exhibit II

Addendum 1, dated January 19, 2011



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Better Buildings Residential Assessment and Auditing Services, (RFQ 11-026), Schedule to Open: February 1, 2011; Date of Issue: December 20, 2010

FROM: Denise D. Gallegos, C.P.M., CPPB, Purchasing & Contract Administrator

DATE: January 19, 2011

This notice shall serve as Addendum No. I to the above-referenced Request for Qualifications and shall become part of the original proposal package and must be returned with proposal on or before the due date.

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

1. Add: Attachment 1 – “SBEDA Presentation” is posted as a separate document.

2. Page 3, Section II, SCOPE OF SERVICES – TASK 1, Change Section to Read:

**“TASK 1:
RESIDENTIAL ENERGY ASSESSMENTS**

The Better Buildings Program will provide CPS Energy Customers access to residential energy assessors who can provide guidance to homeowners about the types of replacement measures that could provide the greatest impact for energy savings. The goal of this service is to provide homeowners background information about the current status of their appliances, heating and cooling systems, building envelope, and water use, and supplement this information with the potential impact and costs of replacement measures that will lead to reduced energy consumption. With this information in hand, the customer will be able to make informed decisions about proceeding with energy efficiency upgrades to their home. The customer is going to pay a nominal fee for the services and therefore, the only stipulation for qualifying is the customer’s desire to enroll in the program and receive the assessment. It will be up to the vendor to schedule customers in the most convenient, efficient, and timely manner with the customer. The vendor will be handling large volumes of customer assessments at a certain point, it’s the vendor’s responsibility to keep pace with demand and keep customer satisfaction high.

Respondents should be able to perform on-site energy assessments to help homeowners identify applicable energy efficiency measure that will reduce their energy costs, both for low-cost/no-cost efficiency measures as well as energy efficiency measures that require a capital investment.

The tasks required of the respondent to perform the residential energy assessment shall consist of:

- Conduct the energy assessment at the site of the Better Buildings customer in the format specified by CPS Energy.
- Perform a walkthrough of each customer's residence and assess and inventory the current condition, performance, and/or status that contribute to energy consumption and conservation of the following measures including but not limited to:
 - Appliances and Electronics
 - Refrigerators
 - Washing Machines
 - Clothes Dryers
 - Lighting
 - Lighting Fixtures
 - Ceiling Fans
 - CFLs
 - LEDs
 - Exterior Lighting
 - Heating and Cooling Systems
 - Central Air Conditioners and Heat Pumps
 - Window Unit Air Conditioners
 - Air Ducts
 - Pipe Wrapping
 - Water Heater, Piping and Insulation
 - Building Envelope
 - Wall, Attic, and Floor Insulation
 - Roofing
 - Windows
 - Water
 - Toilets
 - Fixtures/Showerheads
 - Pool Pump
- Following the assessment and inventory, provide recommendations for the potential replacement of assessed items with measures that will lead to reduced energy consumption in a report to be left with the customer. The potential replacement measures shall be considered from a list of Better Buildings Program approved measures. The approved measures list will include items rebateable by CPS Energy. These recommendations shall be developed at the time of visit and shared with the homeowner. Findings shall be presented in the following manner:
 - For each measure assessed, identify if replacement of the measure should be of high, low, or no priority for expected energy savings
 - For each measure assessed, identify if replacement of the measure would be of high, medium, or low to no cost
 - In addition to sharing the findings, the respondent shall:
 - Note in the report which measures customers expressed an interest in replacing;
 - Provide education to customer about energy efficiency and water saving measures; and

- Provide an overview of next steps for identifying a contractor and securing financing through the Better Buildings Program
- The respondent shall compile the findings report developed at the customer site and submit electronically to CPS Energy in a format specified by CPS Energy.
- Respondent will be required to obtain a liability waiver and any additional legal documentation prior to entering the customer's home
- Respondent will be required to document and submit web-based weekly and report monthly the number of audit/assessments completed and number of hours worked within this contract, including numbers of surveys completed in a format specified by the City of San Antonio

NOTE: A customer does not have to go through a progression line of audits, they may choose to go directly to Task 2 Energy Audits or stop at Task 1 and self-assessment levels. However, if a customer wants access to financing options for renewable energy installations, a Task 2 Energy Audit is required.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION XII – RESTRICTIONS ON COMMUNICATIONS:

- Question 1: Will this program be working jointly with the CPS Energy Weatherization Services Program? If not, do you know which CPS Programs this Better Buildings project plans to work with, as well as whom within CPS is spearheading that effort?
- Response: No, the Better Buildings Program will not be working jointly with the CPS Energy Weatherization Services Program. The City of San Antonio has partnered with CPS Energy to deliver customized "energy concierge" services to provide a seamless process for program participants to have access to expert analysis, support and incentives to improve the performance of their home or business.
- Question 2: Regarding Section IX. Response Requirements, Item F, Financial Information, Pg 9; please clarify language "audited by an independent Certified Public Accountant. Will "compiled" or "reviewed" financial statements by a Certified Public Accountant be accepted?
- Response: The respondent can submit compiled or reviewed statements and the numbers will be compiled as usual; however they may not be included in our analysis with those that adhere to the RFQ requirements by submitting audited statements.
- Question 3: Relating to Task 2 only, are there RESNET certified raters/auditors that meet the SBEDA requirements (certified as SBE, WBE, MBE and/or AABE through SCTRCA)?
- Response: Respondents are encouraged to contact the Small Business Economic Development Advocacy office at (210) 207-3900 to examine if there are RESNET certified raters/auditors that meet SBEDA requirements.
- Question 4: In regards to the Reference Form, should we only provide references for the prime firm or are we able to show subconsultant references too (i.e., 2 references for prime firm and 1 reference for a subconsultant firm)?
- Response: All References should be from a Prime Firm.
- Question 5: What information is to be included as part of the "Appendices" which is referenced on page 12 where it discusses the proposal page limitation?

- Response: Appendices can be inclusive of other relevant material/documentation for consideration by the evaluation committee.
- Question 6: Are the forms to be included in Tabs H, I, J, K, M, and O counted as part of the 40-page limit? In reviewing Item 11 on page 26. What exactly is meant by and what kind of information is the City looking for in regards to “experience with managing multiple funding sources for various measure?”
- Response: Yes, the forms to be included in Tabs H, I, J, K, M, and O counted are counted as part of the 40-page limit. The City would like for Respondents to consider that audit and assessment services can be funded by multiple sources i.e., additional grant funds, other local funds or by the resident.
- Question 7: What is the anticipated relative distribution of the \$750,000 budget between Task 1 and Task 2?
- Response: The City has budgeted \$375,000 for Task 1 and \$375,000 for Task 2.
- Question 8: What is the anticipated workload (units per time period)?
- Response: The City of San Antonio nor CPS Energy have an anticipated workload or units per time period requirement.
- Question 9: How will the City and/or CPS determine which houses qualify for assessments? And how will those assessments be scheduled?
- Response: Please refer to Amended Section II, Scope of Services – TASK 1, noted above.
- Question 10: What is the anticipated level of ARRA reporting?
- Response: Please refer to Amended Section II, Scope of Services – TASK 1, noted above.
- Question 11: What is the energy savings goal of the program relating to kWh/sq ft (i.e., where are things now and where would the City/CPS like things to be)?
- Response: The Better Buildings Program does not have a kWh/sq ft goal. The program does have a target to retrofit 5100 homes during the grant period.
- Question 12: How many contractors will be awarded this contract?
- Response: An evaluation committee will determine if the contract will be awarded to one or more respondents.
- Question 13: Explain sentence on page 6 “Homeowner may elect to go through the process without a requirement of a prior Home Energy Survey or Diagnostic Energy Survey”.
- Response: Please refer to Amended Section II, Scope of Services – TASK 1, noted above.
- Question 14: Please clarify the RESNET-approved certifications required for this contract.
- Response: Please refer to page 6 in this RFQ. The vendor is eligible to show registration for the TX HERO training in proposal submittal but must successfully complete training prior to April 1, 2011.
- Question 15: Will there be a test-in/test-out requirement and is there an approved dollar amount for each audit/assessment? How many residential homes?
- Response: No, there will not be a test-in/test-out requirement. The allocation of dollars for each audit/assessment will be determined within contract negotiations with the successful respondent(s). The City of San Antonio is targeting 5100 homes to be retrofitted within the grant period.

Question 16: Does the \$750,000 contract value include implementation?

Response: No, this contract is for audits and assessments only.

Question 17: Will there be a marketing plan established by the Better Buildings Program?

Response: Yes, CPS Energy is drafting the marketing plan to be complete in early March 2011. Respondents are encouraged to propose how they will market the program.

Question 18: How much will be allocated in dollars for each home?

Response: The allocation of dollars for each audit/assessment will be determined within contract negotiations with the successful respondent(s).

Question 19: How will the 5100 homes be selected?

Response: The Better Buildings Program will service residents on a first-come, first-served basis. The target of 5100 homes addresses the number of homes that the City of San Antonio is obligated to retrofit within the grant period. Therefore, the number of homes serviced within the Better Buildings Program is not limited to the target number. The program will service homes as long as funds are available or until the end of the grant period in June 2013.

Question 20: Is there a HERS rating required for each home audit?

Response: No a HERS rating is not required for each home audit.

Question 21: The RESNET home energy audit, please clarify what components you are looking for the report to go to the customer. What standards are you looking for to calculate the customer's cost for implementation/retrofit?

Response: Please refer to Amended Section II, Scope of Services – TASK 1, noted above.

Question 22: On page 11, paragraph F. FINANCIAL INFORMATION, there is a requirement to submit audited financial statements. Will you accept any alternative to "audited" financials, e.g. tax returns along with financials that are not audited by a CPA?

Response: Please refer to Question 2, Response.

Question 23: Will it be the responsibility of the RESNET energy auditor to serve as what was referred to at the pre-bid meeting as a "concierge" to homeowners?

Response: No, the auditor's responsibility does not include the "Concierge" function; CPS Energy staff will serve as the Concierge. The auditor will be responsible for the services outline in the Scope of Services on pages 3-6 in the RFQ.

Question 24: A description is asked of marketing programs that the respondent has been involved in. Could you clarify the involvement expected from the company awarded with this contract?

Response: The City would like Respondents to consider how they will contribute to the overall marketing plan currently in development by CPS Energy. The evaluation team will review the extent and quality of the Respondent's previous marketing initiatives.

Question 25: How much involvement in the managing of the funding sources available to the home owners will be needed from the company awarded the contract?

Response: The City would like for Respondents to consider that audit and assessment services can be funded by multiple sources i.e. additional grant funds, other local funds or by the resident.

Question 26: Must a RESENT certified auditor be used, or can a certified BPI auditor be used?

Response: The auditor can be BPI certified, however, we are also looking for the TX HERO classification which does have BPI equivalents. Please refer to website: www.resnet.us to confirm what the BPI equivalents are. It must be demonstrated that the auditor has taken the equivalents or is signed up for the classes by April 1st.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****


Denise D. Gallegos, C.P.M., CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date _____
Company Name _____
Address _____
City/State/Zip Code _____
Signature _____

Exhibit III

Revised Fee Schedule Submitted by Eco-Synergy (April 25, 2011)

REVISED
**FEE SCHEDULE
RESIDENTIAL “BETTER BUILDINGS” PROGRAM
FOR THE CITY OF SAN ANTONIO**

ITEM	UNIT OF MEASURE	UNIT PRICE
Task 1: Residential Energy Assessments	Per Home	\$198.00 *
Task 2: Comprehensive Home Energy Audits	Per Home	\$ 546.00 **

*cost includes program tracking, program marketing and monthly grant program reporting

* Task 1 – Pricing includes use of Home Energy Saver software “quick input” method or other COSA/CPS Energy software equivalent.

** Task 2 – Pricing includes Comprehensive Home Energy Audit in Compliance with RESNET Standards for single family residence Up to 2,500 s.f. and Duct Testing of 1 HVAC duct system.

Add City Acceptance Letter when available

Exhibit IV

Fee Payment Breakdown

ITEM	Resident Fee Payable to Eco-Synergy Advisors	City Subsidy Payable to Eco-Synergy Advisors	Total Unit Price
Task 1: Residential Energy Assessments	\$25.00	\$173.00	\$198.00
Task 2: Comprehensive Home Energy Audits	\$95.00	\$451.00	\$546.00

Exhibit V

Invoice Template & Reporting Metrics

To be provided

Exhibit VI

Copy of Enabling Ordinance No. 2011-05-____ - _____

To be included