

# CITY OF SAN ANTONIO

Office of Environmental Policy



## **REQUEST FOR APPLICATIONS ("RFA")**

**for**

**Community-Based Organization(s) to Conduct  
Residential Energy Efficiency Outreach  
(RFA 11-073)**

**Release Date: August 5, 2011**

**Proposals Accepted through December 30, 2011**

**(This date is subject to change if grant funds are allocated earlier)**

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## **I. BACKGROUND**

The City of San Antonio Office of Environmental Policy is seeking community-based organizations to provide community outreach and programming for its “BetterBuildings” Residential Energy Efficiency Program.

The BetterBuildings program is a market-based system which will provide low-cost financing options for individual homeowners and businesses to perform energy efficiency upgrades to their property and to expand energy audit and evaluation programs. The residential component, addressed in this RFA, will provide CPS Energy 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. By overcoming the market barriers that have inhibited customer purchase of energy efficiency measures, San Antonio’s BetterBuildings 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.

One goal of the BetterBuildings Program is to initiate a process to help homeowners identify energy efficiency measures that will reduce their energy costs, both for low-cost/no-cost efficiency measures as well as efficiency measures that require a capital investment. The residential component of the BetterBuildings Program will consist of three levels of evaluating potential projects that will lead to increased energy efficiency for homes. The first involves a self assessment survey, the second is a home energy assessment conducted by trained professionals, and the third is a technical home energy audit. The BetterBuildings Program also includes increased education, awareness, and action associated with the benefits of implementing energy efficiency measures, as well as providing financing options for program participants.

This program is funded by the Department of Energy (DOE) under the BetterBuildings Program. Projects under this announcement will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs.

## **II. SCOPE OF SERVICES**

The City of San Antonio (COSA) BetterBuildings Program is seeking a contract with non-profit or for profit community-based organization(s) to provide support for community outreach and workshop presentation associated with the COSA BetterBuildings Program. Respondents are responsible for completing Attachment I – Application Form, References and Proposed Plan. Contracts will have a term of one (1) year with one option, at the City’s discretion, to renew for one additional year under the same terms and conditions. Compensation will be as provided below and payment will be made only for actual work performed. The City does not guarantee any organization a minimum amount of compensation under this contract. This contract is funded from grant sources and the limits and requirements of the grants will be adhered to in all respects, including compensation.

The organization(s) selected will be responsible for the following:

1. Organization(s) will be responsible for coordinating with COSA, CPS Energy, and Alamo Colleges staff on BetterBuildings programming efforts including but not limited to events, rebate programs and education programs.
2. Organization(s) will be responsible for providing a coordinator to recruit, train, and inform targeted homeowners in BetterBuildings programs and events.
3. Organization(s) will follow guidelines to develop training programs and a support network for participants. Training will include education of energy efficiency-related topics such as efficient lighting, appliances, heating and cooling systems and building envelope. The support network will provide comprehensive contact information and printed resource material.
4. Organization(s) will be required at a minimum to participate in the following programs for the duration of the contract:
  - (a) *Conducting Public Workshops:*

Conduct a minimum of four (4) special programs or workshops annually. Programs should be scheduled for times determined jointly between the contracted organization and COSA as the most convenient to the public even if different from posted hours of operation. Topics must be pre-approved in writing by COSA for COSA payment. The organization is responsible for all aspects of workshop planning and execution of workshops including audiovisual equipment for presentations. Substitute activities may be used to fulfill this requirement with pre-approval from COSA.
  - (b) *Program Advertising:*

Include all scheduled workshops in all possible free/non-fee local "Event" calendars. This is including but not limited to the San Antonio Express News calendar, the Current, and local media including radio and television calendars. The organization will notify COSA staff of calendar placement.
  - (c) *Events:*

The selected organization will participate in special events as determined by COSA, CPS Energy and Alamo Colleges.
5. Organization(s) shall have a contact person available during regular business hours to facilitate communication among COSA, CPS Energy and Alamo Colleges. The organization(s)' contact will also be obligated to be available after hours at the number provided to COSA. The organization(s) shall notify COSA in writing of any changes to the person or number to use for emergency contact.
6. Other Requirements: There are numerous opportunities to participate in a variety of community programs and a variety of topics. The selected organization(s) should indicate a willingness to participate in new program opportunities as they arise. It is understood that some opportunities will be extensive enough to require a contract; whereas other opportunities may be in line with the organization(s)' mission, such that the organization would participate as full partner(s) rather than on a contractor basis.

7. The Department of Energy BetterBuildings Program has a residential energy efficiency target to achieve 15% energy savings of a home's energy consumption baseline. The City has a retrofit target of 4,500 homes. Contracted Organization(s) will be eligible to receive an incentive for each residence that achieves this 15% energy savings as certified by CPS Energy. This incentive will disburse approximately 1,000 payments to Community Entities and is available until funds are expended.

**COSA Compensation:**

1. *Program Administration Services* - In consideration for the Services, COSA agrees to pay to selected organization(s) a monthly program administration fee in the amount of \$800.00 per month. Such payments shall be made on a monthly basis.
2. *Conducting Public Workshops* - COSA will pay the organization(s) for Workshops conducted pursuant to Item 4a above. Workshops will be billed to COSA on a monthly invoice. Workshop participation for payment must be pre-approved in writing by COSA. Organization shall complete a workshop report and include it as back up material with the monthly invoice. Payment shall be made on the basis of the number of Workshops actually held for the public, the length of the Workshop, and the number of people (members of the public not including organization(s)' staff or volunteers) in attendance at the Workshops at the following rates:

**General Public Workshops:**

Base rate: \$ 50.00

Workshops, 1 to 2 hours and 59 minutes: \$100.00

Workshops, 3-6 hours: \$200.00

Attendance, 1-10 people: \$ 25.00

Attendance, 1-20 people: \$ 50.00

Attendance, over 20 people: \$ 3.00 per additional person not to exceed \$300.00

**Example I:** A 2-hour Workshop with 13 people in attendance would be paid \$200.00 (\$50.00 base rate, plus \$100.00 hourly rate, plus \$50.00 attendance rate).

**Example II:** A 1-hour Workshop with 75 people in attendance would be paid \$365.00 (\$50.00 base rate, plus \$100.00 hourly rate, plus \$215.00 attendance rate @ \$50.00 for first 20 people and \$3.00 per each person above 20 (55) in attendance).

**Example III:** A 4-hour Workshop with 22 people in attendance would be paid \$306.00 (\$50.00 base rate, plus \$200.00 hourly rate, plus \$56.00 attendance rate- \$50.00 for the first 20 people and \$3.00 each for two additional people).

**Example IV:** A 3-hour Workshop with 150 people in attendance would be paid \$600.00 (\$50.00 base rate, plus \$200.00 hourly rate, plus \$350.00 for attendance - \$50 for first 20 and \$300.00 for additional 130 people at \$3.00 each with the \$300 maximum cap).

COSA may assist in the advertising and have staff participation on a case-by-case basis in the Workshops.

3. *Special Events* - COSA will pay the organization(s) \$200.00 for each special event where the organization(s) provides at least two staff or volunteers to distribute COSA BetterBuildings material and provide information on energy conservation and other topics approved by COSA. Events will be billed to COSA on a monthly invoice. Event participation for payment must be pre-approved in writing by COSA. Organization shall complete an event report and include it as back up material with the monthly invoice.
4. *Incentive for Obtaining 15% Energy Savings* – COSA will pay a \$50 incentive fee, until designated funds are expended, for each residence that obtains 15% energy savings as determined by CPS Energy. (Baseline is relative to 12 months pre-retrofit energy consumption.) Community-Based Organizations receive the incentive when they recruit residents at any of their hosted events that focus specifically on progressing beyond Energy Savers enrollment and toward retro-fitting. These Residents must go on to complete the 15% energy savings and must indicate participation (through sign-in sheets, podcast sign-ins, etc) at the event. CPS Energy will administer the tracking of incentives.

**Proposed Program Budget:**

ITEM	UNIT OF MEASURE	UNIT PRICE	TOTAL ANNUAL COST
Program Administration*	Per month	\$800.00	\$9,600.00
General Public Workshops	4 workshops 3-6 hours maximum	\$200.00	\$800.00
Workshop Attendance	20 people maximum	\$300.00	\$1,200.00
Special Events	Per Event (2) maximum	\$200.00	\$400.00
<b>TOTAL for Admin, Workshops &amp; Events</b>			<b>\$12,000.00</b>

\*Program administration services must be inclusive of: program tracking, program marketing and quarterly grant program reporting.

**Incentive Fee Information:**

Incentive for 15% Energy Savings	Per Residence	\$50.00	\$50,000.00**
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\*\* Additional Incentive Information

- The total incentive amount available to all Community-Based Organizations is currently \$50,000;
- This amount is subject to change;
- Disbursement of incentives to Organizations is based on a first-come, first-served basis;
- The maximum amount of incentive fees available to individual Organizations is \$13,000

### III. TERM OF THE CONTRACT

Each resulting contract will have a term of one (1) year with one option, at the City's discretion, to renew for one additional year under the same terms and conditions.

### IV. SUBMISSION OF APPLICATION

A. Respondent shall submit one (1) original, signed in ink, application packet in a sealed package, consisting of the Application Form, References and Proposed Plan (Attachment I). Clearly marked on the front of the package: **Community-Based Organization(s) to Conduct Residential Energy Efficiency Outreach (RFA 11-073)**

Mailing Address:  
City of San Antonio  
Attn: Office of Environmental Policy  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**Applications sent by Facsimile will not be accepted.**

B. **Applications Due Date:** Applications submissions in response to this RFA will be accepted through December 30, 2011. **(This date is subject to change if grant funds are allocated earlier.)** Qualified community based organizations may be selected from applications received, at any time, as needed.

### V. COMMUNICATION

A. Respondents may submit written questions concerning this RFA by contacting the Staff Contact Person listed in the address:.

It is suggested that all questions be sent by email to:

Martha Henry, Contract Officer  
City of San Antonio, Office of Environmental Policy  
[martha.henry@sanantonio.gov](mailto:martha.henry@sanantonio.gov)  
Office: (210) 207-0264

## VI. CONTRACT OFFER

Qualified community based organizations who are selected will be offered contracts to provide services. A Contract Offer package will include the following items to be signed by selected applicants:

- 1) a Contract (City of San Antonio PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY-BASED ORGANIZATIONS TO CONDUCT RESIDENTIAL ENERGY EFFICIENCY OUTREACH)
- 2) a Discretionary Contracts Disclosure form
- 3) a Litigation Disclosure form.
- 4) When returning the Contract Offer package to the City, selected community organizations also will be required to provide a “Certificate of Insurance” reflecting the required coverage in the contract.

**Note:** The City reserves the right to withdraw its contract offer at any time. Potential applicants who wish to review the contract template or the required forms in advance may access them at <http://www.sanantonio.gov/rfplisting>

## VII. EVALUATION CRITERIA

Criteria to be evaluated shall include the items listed below. The City may select all, some or none of the Respondents for interviews. The City reserves the right to select one, or more, or none of the Respondents to provide services.

Evaluation criteria:

- A. Respondent’s ability to provide the services requested and information contained in the Respondent’s application.
- B. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent’s capacity.
- C. Specific experience with public entity clients.
- D. Resources available to support this project, including total number of employees, number and types of equipment available.
- E. Respondent’s Proposed Plan.
- F. References of Respondent.

## VIII. 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 RFA.
- A. The Contract, if awarded, will be awarded to the Respondent(s) whose Application submittals(s) is deemed most advantageous to City, as determined by the City.
- C. City may accept any application in whole, or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate application of the part of City.
- D. City reserves the right to accept one or more applications or reject any or all applications received in response to this RFA, and to waive informalities and irregularities in the applications received. City also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.
- E. If selected, Respondent shall execute a contract, in substantially the form incorporated herein as Exhibit 1, Sample Documents Contract Template, to be received no later than (10) calendar days after notice of contract award. No work shall commence until the contract documents(s) is signed by City and Respondents(s) provides the necessary evidence of insurance as required by the contract. Contract documents are not binding on the 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 RFA does not commit City to enter into a Contract, award any services related to this RFA, 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 in Exhibit 1.
- 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 organization(s) 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 – Exhibit 1)

- 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 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.

**ATTACHMENT I**  
**RESPONDENT APPLICATION**

**GENERAL INFORMATION**

Respondent Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

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: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

List the person who the City may contact concerning your proposal, if different from above:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**REFERENCES**

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: \_\_\_\_\_

## **PROPOSED PLAN**

Prepare and submit the following items:

1. Prepare and submit a proposed plan to engage with community residents and offer workshops and educational events, including specific tasks, staff assigned and schedule of events.
2. Include a description of who your targeted residential audience will be.
3. Describe how the workshops will be organized and how participation will be monitored and verified and how those results will be communicated to COSA and its partners throughout term of the contract.
4. Describe how you will conduct outreach, advertising and marketing to community residents in the targeted zones to inform them of the program and convince them to agree to participate in the BetterBuildings Program.