

CITY OF SAN ANTONIO  
OFFICE OF SUSTAINABILITY



REQUEST FOR PROPOSALS  
("RFP")

for

Municipal On-Site Solar PV System Services

(RFP 22-075; RFx 6100015168)

Release Date: August 31, 2022

Proposals Due: October 17, 2022; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

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**PROHIBITED CAMPAIGN CONTRIBUTIONS**

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

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the "blackout" period.**

***\*For this solicitation, the first-day contributions are prohibited is **September 15, 2022.*****

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

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**RESTRICTIONS ON COMMUNICATIONS**

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

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

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

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

## 002 - TABLE OF CONTENTS

001	Cover Page	1
002	Table of Contents	2
003	Background	3
004	Scope of Service	5
005	Additional Requirements	7
006	Term of Contract	11
007	Pre-Submittal Conference	12
008	Proposal Requirements	13
009	Changes to RFP	15
010	Submission of Proposal	15
011	Restrictions on Communication	16
012	Evaluation of Criteria	17
013	Award of Contract and Reservation of Rights	19
014	Schedule of Events	20
<b>Section 015 - RFP Exhibits</b>		
RFP Exhibit 1	Insurance Requirements	21
RFP Exhibit 2	Indemnification Requirements	24
RFP Exhibit 3	Local Preference Program	25
RFP Exhibit 4	Veteran-Owned Small Business Preference Program	26
RFP Exhibit 5	Prohibition on Contracts with Companies Boycotting Israel	27
RFP Exhibit 6	Prohibition on Contracts with Companies Boycotting Certain Energy Companies	28
RFP Exhibit 7	Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries	29
RFP Exhibit 8	Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited	30
RFP Exhibit 9	Required Federal Contract Provisions (for airport sites only)	31
<b>Section 016 - RFP Attachments</b>		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A	Rooftop and Parking Sites	33
Attachment B, Part 1	General Information Form	34
Attachment B, Part 2	Experience, Background, Qualifications	38
Attachment C	Proposed Plan	39
Attachment D, Part 1	Financial Strength (Pricing)	41
Attachment D, Part 2	Portfolio Bid Sheet	42
Attachment D, Part 3	Site Locations	43
Attachment D, Part 4	Site Details	44
Attachment D, Part 5	Electricity Data	45
Attachment D, Part 6	CPS Rate Tariffs	46
Attachment E	Proposal Bond Forms	47
Attachment F	Contract Disclosure Form	48
Attachment G	Litigation Disclosure Form	49
Attachment H	Local Preference Program Identification	50
Attachment I	Wage and Labor Standard Provisions	51
Attachment J	Veteran-Owned Small Business Preference Program	52
Attachment K	Certificate of Interested Parties Form 1295	53
Attachment I	Signature Page	54
Attachment M	Proposal Checklist	55

## 003-BACKGROUND

### 1.1. Introduction

The City of San Antonio (“the City” or “CoSA”) is soliciting proposals from qualified solar photovoltaic (PV) providers to design, engineer, build, operate, maintain and decommission turn-key installations of multiple rooftop and parking canopy solar PV projects at the site addresses listed in **RFP Attachment A, Rooftop and Parking Sites**. Respondents shall have demonstrated experience designing, planning, scheduling, permitting and constructing complete solar PV systems, have knowledge of CPS Energy policies and processes, provide project financial analysis and rebate support, and provide system monitoring and maintenance.

The City seeks to award one or more contracts for onsite solar development and reserves the right to make no award under this Request for Proposals (RFP). This RFP will be evaluated on a two phased approach as outlined in section 1.5 of this RFP. The City anticipates shortlisting firms in Phase 1 based on the firm’s experience and qualifications and requesting only the shortlisted firms to participate in Phase 2 for pricing, interviews and best and final offer.

### 1.2. Purpose of RFP

The City is soliciting market-based solutions to provide a portfolio of onsite, behind-the-meter solar energy at a range of municipal facilities. Projects must be cost-effective and sited either on eligible rooftops or parking facilities as available.

These installations would achieve multiple CoSA goals, including:

- a. Advances CoSA’s climate goals as outlined in the City’s [SA Climate Ready Climate Action and Adaptation Plan \(CAAP\)](#) by investing in behind-the-meter solar projects locally for City facilities;
- b. Seeks a market-driven response to drive optimal project size, terms, and price, with projects yielding cost savings or cost neutrality preferred compared to CPS’s standard rates (**see RFP Attachment D, Part 6, CPS Standard Rates**);
- c. Provides projects where neither CPS Energy nor the City would be responsible for operations and maintenance of the solar projects; and
- d. Supports community co-benefits as outlined in **RFP Attachment C in Phase 2 – Proposed Plan**.

The City recognizes that product offerings in the power market are evolving, particularly for renewable energy. Each respondent should provide a base proposal assuming City-owned solar systems installed on City-owned facilities. Respondents may also offer alternative, creative solutions to help achieve cost savings and/or cost neutrality and the City’s other objectives, but those solutions will need to be vetted against City and CPS Energy policies and processes.

The City has included bid sheet templates, for reference, for Respondents to submit preferred and alternate proposals, if shortlisted in Phase 2.

### 1.3. City Background

In accordance with the CAAP, the City is committed to improving the efficiency of municipal buildings and facilities with a goal of Net Zero by 2040 and to accomplish this goal, the procurement of on-site generation of renewable energy must be utilized, with the end objective of 100% renewable electricity for City operations. In Calendar Year 2021, the City’s municipal facilities used 160,958,263 kilowatt hours of electricity. This RFP is part of an Office of Sustainability-led effort, in coordination with multiple City departments, including the Finance Department - Public Utilities Division and CPS Energy, to offset the City’s electricity consumption and transition to 100% renewable energy for CoSA.

### 1.4. Project Details

- **Desired Solar PV System Description:** The City is seeking the installation of PV systems for rooftop and parking sites to be sized to optimize for system cost savings and onsite electricity generation. Municipal site details are provided in **RFP Attachment D, Part 4, Site Details**. The shortlisted Respondents should provide proposals that offer their optimal, most competitive portfolio of sites. It is not necessary to provide quotes on all sites listed or on all the types of sites (rooftop or parking canopy), if the Respondent does not deem certain sites to be cost effective.
- **Project Financing: For Phase 2 evaluation (see Section 1.5)**, shortlisted Respondents will be asked and are allowed to submit a financial analysis for a base proposal and optional alternative proposals, if desired. There should be separate price proposals for each site, as well as an overall portfolio proposal. The City has the right to go forward with

all, some, or none of the proposals. Respondents should be prepared to affirm the final financing structure with the City in consultation with CPS Energy.

- **Net Metering:** Respondents should NOT consider any form of net metering revenue from CPS Energy. Accordingly, Respondents should propose projects where electricity generation is sized appropriately for onsite building consumption.
- **Operation and Maintenance (O&M):** The selected respondent will provide O&M services for the contract life. Please include O&M costs as a separate line item within each bid proposal.
- **Monitoring:** The City requests a publicly facing web-based portal for real-time and cumulative system performance monitoring.
- **End of Contract:** For third-party owned systems, the City requests the owner remove and decommission the system if the option to purchase the system from the system owner is not of interest to the City.

## 1.5 **Phased Proposal Evaluation and Selection Process**

### **Phase 1: Pre-Selection**

Each Respondent shall submit Experience, Background, and Qualifications (EBQ) utilizing RFP Attachment B, Part Two and include a list of proposed sites selected from Attachment A – Rooftop and Parking Sites. Responses will be evaluated in accordance with the published evaluation criteria. See Section 012 – Evaluation of Criteria. The City Finance Department shall notify those Respondents who are deemed qualified based on scoring and have a reasonable opportunity to be selected, and as such, will continue to Phase 2 of the evaluation process under the RFP.

### **Phase 2: Interviews & Best and Final Offers**

Respondents selected for Phase 2 will be asked to provide a Proposal addressing all the SOW items listed in Section 004 – Scope of Service and in accordance with Section 008 – Proposal Requirements and Section 010 – Submission of Proposal. The City shall evaluate the Proposals to determine which Respondents' Proposals met the SOW and requirements. Respondents will be requested to provide a final proposal response that takes into consideration any revisions to the City's SOW and to provide pricing (i.e., Project Financing) on a portfolio basis for City's review and consideration. Based on Phase 1 responses to this RFP, the City may choose to refine the sites included in its desired portfolios and request best and final offer (BAFO) pricing from qualified respondents in Phase 2. This will be informed by site interest, contract terms, pricing detailed by respondents collectively as well as alignment with the Purpose of this RFP. Additional site visits will be scheduled with respondents based on final desired project portfolios. Respondents shall consider the revisions and present their technical and management portions of their Proposal through the BAFO. The City reserves the right to request oral presentations, as further described in Section 012 – Evaluation of Criteria of this RFP. At the City's discretion, these oral presentations shall take place either in person at a City facility or through video teleconference.

### **Phase 3: Final Negotiations**

Taking into consideration all the information provided in the Proposals and the oral presentations, if applicable, of the shortlisted Respondents, the City shall evaluate the financial responsibility, risks, experience and capabilities of each Respondent,

Based on its technical review/evaluation of the Proposals (Phase 1) and interviews & Best and Final Offers (Phase 2), the City may select one (1) or more Respondents for final negotiations for a contract for a portfolio of sites/projects. These final negotiations may require the selected Respondent(s) to provide more in-depth Proposal evaluation information, and to respond to any additional questions or comments raised by the City.

### **Phase 4: Award of RFP**

The City shall award this RFP as specified in Section 013 - Award Of Contract And Reservation Of Rights. After contract award, the City may, at its sole discretion with consent from the awardee(s), select additional sites on top of the agreed upon portfolio to be included in the scope of work.

## 004 - SCOPE OF SERVICE

### 2. Scope of Work

The City is soliciting proposals from qualified solar providers to design, engineer, build, operate, maintain, and decommission a turn-key installation of a portfolio of rooftop and/or solar PV canopy projects at the listed site addresses offered. Respondents are not required to provide quotes on all sites listed if the respondent does not deem certain sites to be cost effective. [If determined by the respondent that a site requires a roof replacement, the respondent shall also submit proposals to replace the roofs prior to the solar PV installation. To accomplish this, respondent may propose a partnership with a well-qualified roofing company. The goal of this RFP is to identify a respondent(s) with the necessary experience to ensure a fully-managed and well-executed portfolio of behind-the-meter solar PV projects. The successful respondent(s) will have demonstrated experience designing, planning, scheduling, permitting, constructing, interconnecting, and/or maintaining and owning/financing a solar PV system. The selected respondent(s) is responsible for all permitting and licenses, and should include the cost of all permitting in their proposal. Respondents should provide project financial analysis, and have established on-site safety standards. The City reserves the right to modify the scope of the project at any time.

#### 2.1. Design Guidelines

The respondent shall include design documents for all elements of the project, including, but not limited to, structural, architectural, mechanical, and electrical. The respondent should consider the following guidelines when designing the solar PV system.

##### (a) Rooftop Solar

The respondent shall develop a design for new PV systems that optimizes for system cost savings and on-site electricity generation. Not all sites identified need to be utilized. It is the responsibility of the respondent to assess the building's structural integrity, roof condition, and shading limitations.

- Mounting systems shall limit roof penetrations or be fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to wind and other weather load factors. Solar system installation must not void the roof warranty.
- Conduit penetrations shall be minimized.
- All roof access points shall be securely locked at the end of each day during construction or O&M activities.
- System layout shall meet local fire department, code, and ordinance requirements for roof access.
- The rooftop solar installations shall be designed for snow, ice, wind, hail, extreme heat, and other weather load factors.

##### (b) Parking Canopy Solar

The respondent shall develop a design for new canopy systems that optimizes for system cost savings and on-site electricity generation. Not all sites identified need to be utilized. It is the responsibility of the respondent to assess the shading limitations, site topography, and geotechnical attributes to estimate costs related to project installation.

- The canopy's roof components shall be at least 9 feet above the ground unless otherwise specified in **RFP Attachment D, Part 4**.
- Lighting shall be provided under each canopy. This lighting shall be high efficient (e.g., LED), controllable (e.g., automated photocell controls to turn the lights on at dusk and off in the morning), and meet exterior lighting codes (e.g., at least 0.2 footcandles on pavement per [US Department of Energy guidance](#)).
- The canopy solar shall be designed for snow, ice, wind, hail, extreme heat, and other weather load factors.
- Trees can be removed from parking lot to accommodate solar installation. All of these costs shall be borne by the respondent. Final design configurations will be determined in conjunction and consultation with the appropriate city departments and operators prior to site construction.
- Parking lots can be restriped to better orient the parking spaces for PV installation. Reorientation of the parking spaces can reduce the number of spaces in the parking lot by no more than 2%. All of these costs shall be borne by the respondent. Final design configurations will be determined in conjunction and consultation with the appropriate city departments and operators prior to site construction.

#### 2.2. Code Specifications

The installation and power generation and transmission equipment shall comply with applicable building, mechanical, fire, seismic, structural, and electrical codes. Only products that are listed, tested, identified, or labeled by Underwriters Laboratories (UL) or another nationally recognized testing laboratory shall be used as components in the project.

Construction must comply with current adopted Texas, Bexar County, and City of San Antonio Building Code, which includes: International Building Code, National Electric Code (NEC) and State Fire Marshall (if applicable).

- **Modules:** System modules shall be certified to International Electrotechnical Commission (IEC) 61215 or 61646 performance standards, Underwriter Laboratories (UL) 1703 fire code listed, and California Energy Commission (CEC) listed.
- **Inverters:** Shall be performance certified to IEC 62109, UL1741 listed and CEC-listed with an efficiency of 95% or higher

### 2.3. Warranties

The respondent must provide their standard system warranty coverage along with specific equipment warranty coverage for modules, inverter, racking and workmanship for project proposals involving City-ownership.

### 2.4. Inspection and Commissioning

To ensure compliance with all electrical codes, an inspection by a licensed electrical inspector is mandatory after construction is complete. Commissioning tests shall be included in the final inspection and QCP. The respondent's independent commissioning agent shall ensure that:

- All equipment specifications match the proposed equipment specifications
- The physical layout aligns with the as-built diagrams with variations to proposed system noted
- The electrical system as laid out and connected aligns with the as built one-line diagrams including fuses, relays, and switches with variation to proposed system noted
- Each array passes the open circuit voltage and current test
- The manual disconnect switch operates correctly
- There will be no partial acceptance of a system at a project site, but the City may allow the system to go into operation on a project site-by-project site basis.

### 2.5. System Monitoring

The City requests a publicly available web-based portal for real-time and cumulative system performance monitoring. Data storage, management, and display will be the responsibility of the Respondent(s). The selected Respondent(s) will ensure automatic communication between the PV system's monitoring and publicly facing web-based portal. If multiple Respondents are selected, Respondents will coordinate in good faith to ensure real-time monitoring is consistent, efficient, and accessible through the same portal.

Additionally, the regularly collected data should record and reflect, but not be limited to, the following:

- Average and accumulated solar output (kWh/day, kWh/year, and cumulative kWh) versus site load
- Capacity factor
- Environmental data including, solar irradiance, ambient temperature, panel temperature, and wind speed and direction
- Air quality/greenhouse gas emissions averted and real-world equivalents conversion (e.g., homes powered, trees planted, etc.)

### 2.6. Operation and Maintenance of System

The successful Respondent will provide O&M of the entire solar electric system over the contract life. Operations and maintenance services include, but are not limited to:

- Online monitoring
- Performance monitoring, notification, and troubleshooting
- Corrective maintenance to mitigate any risk to the system or minimize down time
- Semi-annual system performance reports comparing actual production to predicted production
- Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings
- No spare PV system equipment may be stored on City property
- The City will maintain landscaping on the properties it owns or controls located adjacent to solar PV systems unless agreed to separately between the City and Respondent(s)

## 2.7. Contract Length for Financing Models and Post-Contract Options

For proposals involving third-party ownership, the City is open to up to 25-year contract lengths for financial models and requests the associated financial proposals as stated in the Proposal Requirements. Respondents should optimize for least cost and may submit proposals for up to 2 different contract lengths (preferred and alternate), if desired.

At the end of the contract term, the City requests the owner remove and decommission the system if the option to purchase the system from the system owner at fair market value is not of interest to the City nor a renewal, as described in Term of Contract, desired. The fair market value will be determined by an independent, third-party appraisal. The system owner bears the cost of removing the system and restoring the site to its prior condition. At the conclusion of the removal or system purchase, neither party has any further liability or obligation to the other.

## 2.8. Final Design Package

The successful Respondent(s) and the City will negotiate to develop the contents of the final design package for the selected site portfolio. The City's requested sections are included below. **These are NOT required in the proposal response.** The "Proposal Requirements" section specifies detailed proposal submission requirements.

- **Solar PV Description:** A summary of the solar PV system types, sizes, annual production, and site location for the portfolio of sites proposed and selected.
- **Schedule:** The equipment procurement and solar PV installation schedule for each site.
- **Design and Engineering Documents:** The design documents for each System based upon the building footprints as detailed on the site plans surveys, including, but not limited to, structural, architectural, mechanical, and electrical. Drawings shall be stamped by an Engineer registered in the State of Texas.
- **Site Drawings:** Layout drawing of installation site providing location of all equipment.
- **Equipment Details and Specifications:** A high-level summary listing all solar PV system equipment and their associated specification sheets.
- **Incentives:** The Respondent(s) shall complete and submit in a timely manner all documentation required to qualify each system for available rebates, tax credits, and/or other incentives, if any. All Renewable Energy Credits (RECs) and environmental attributes from the projects are to be assigned and exclusive to the City.
- **Electrical Interconnection:** The Respondent(s) shall supply and install all equipment required to interconnect the solar PV system to the utility's distribution system. They shall provide an interconnection agreement with CPS Energy to ensure all utility requirements will be met. CPS Energy's program guidelines can be found at the following link <https://www.cpsenergy.com/en/my-home/savenow/rebates-rebate/solar-photovoltaic-rebate.html>. All costs associated with utility interconnection shall be borne by the selected Respondent.
- **Manuals:** This includes hard-copy and electronic copies for equipment, installation, and O&M manuals for proper system monitoring over the life of the contract.
- **Monitoring:** A description of controls, monitors, and instrumentation to be used for the solar PV system. This includes web-based monitoring for system performance verification.
- **Safety Plan:** The Respondent(s) plan to ensure safety for all personnel. The respondent(s) shall report accidents, claims, and other on-going safety related issues to the City in a manner consistent with City-wide reporting systems.
- **Quality Control Plan (QCP):** At a minimum, the QCP should conform to "IEC 62446 Grid-Connected PV Systems – Minimum Requirements for System Documentation, Commissioning Tests, and Inspections."
- **Construction Plan:** This includes the appropriate documentation, plan, and timeline. All submittals, drawings, disruption plans, and contract documents shall be reviewed and approved in writing by the City Project Manager prior to submittal for design review/permits. The site, except for the solar PV system footprint, shall be returned to pre-construction condition as needed.
- **Close Out Report:** The selected Respondent(s) shall report progress of project contract closeout to the City in a manner consistent with the City's reporting requirements. At a minimum, this should include the following information: system nameplate size, overall installed system cost, and estimated and guaranteed annual kWh production (if applicable).

## 005 - ADDITIONAL REQUIREMENTS

### Prevailing Wage Rates:

The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to City, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar

day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder.

Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with Ordinance #2008-11-20-1045 - **Wage and Labor Standard Provisions** stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as **RFP Attachment I**.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Ownership and Licenses.

### Workers' Compensation:

#### Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

#### 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 performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

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

Either:

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

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

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

Respondent further agrees to:

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

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

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

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

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

#### Ownership and Licenses.

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

The term "local government record" as used in this document means 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 this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a 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.

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

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

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

#### City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

Proposal Bond.

**Respondent must submit a Proposal Bond in Phase 1** in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) **in the amount of \$10,000.00**. The Proposal Bond shall be valid for ninety (90) days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the City of San Antonio Finance Department, Purchasing Division, **Municipal On-Site Solar PV System Services 22-075;6100015168**, P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, **Municipal On-Site Solar PV System Services, 22-075; 6100015168**, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205 prior to the proposal due date in accordance with the instructions.

Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the Obligee for all **damages or losses resulting from the principal's default**. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract. **RFP Attachment E – Phase 2– Proposal Bond Forms.**

Payment Bond:

If selected, Respondent shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the **full amount of the contract price**. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Contractor is required to maintain the bond's value for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw. In addition, for any repairs exceeding the bond's value, Contractor must supply a supplemental Payment Bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair. **RFP Attachment E - Phase 2 – Proposal Bond Forms.**

**006 - TERM OF CONTRACT**

**Number of Awards:** The City intends to award at least 1 contract, but may award multiple awards, as a result of this RFP; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process. The City reserves the right to make multiple awards or no award.

**Duration of Award:** Upon completion of Phase 2 evaluations and final recommendations for awards, the contract encompassing pool of qualified firms, shall begin upon the effective date of the ordinance awarding the contract or January 1, 2023, whichever is later. The contract shall terminate on December 31, 2025.

Specific to length of contract regarding financial models, financing to begin upon the effective date of the ordinance awarding the contract or January 1, 2023, whichever is later. and, at latest, terminate at the earlier of either 25 years from the commercial date of operation of the final site in the agreed upon site portfolio or December 31, 2049, unless a renewal is accepted.

**Contract Renewal:**

At City's option, the Contract encompassing pool of qualified firms may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Department Director or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

At the City's option, specific to length of contract regarding financial models, any Contract including a third-party ownership of the solar system(s) may be renewed to extend the agreed upon terms and conditions for 1 additional term of up to 5 years. Renewals shall be in writing and signed by Department Director or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding.

**007 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference and site visit will be held on **Thursday, September 15, 2022, at 11:00 am. Central Time.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged. The conference will be held in-person and via WebEx. The in-person conference and site visit will be at:

**City Tower  
Large Conference Room # A 00.W405  
100 W. Houston Concourse Level  
San Antonio, TX 78207**

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: **469-210-7159**  
Meeting number (access code): **2460 167 7048**  
Meeting password: **COSA**

Respondents also have the option to attend the conference via WebEx at [www.webex.com](http://www.webex.com) and clicking on join. The meeting number is: **2460 167 7048** and password is: **COSA**.

Below are the measures that shall be followed by all Respondents to ensure the safety of all attendees during the in-person pre-submittal conference and site visit.

- a. Respondents interested in attending the Pre-Submittal Conference in-person and/or the site visit must RSVP by **Thursday, September 8, 2022, at 11:00 a.m., CT** via email to Yvonne Rodriguez, Procurement Specialist III, at [yvonne.rodriquez@sanantonio.gov](mailto:yvonne.rodriquez@sanantonio.gov).
- b. Parking instructions to City Tower can be found at: <https://www.sanantonio.gov/ccdo/parking/parkingmap#108191356-14-city-tower-garage-100-blk-n-main>
- c. City Tower CoSA Employee Entrance and Visitor Procedures can be found at: <https://www.sanantonio.gov/purchasing/biddingcontract/HighProfileSolicitations>

All attendees must check-in with City's procurement staff member present to sign-in. It is estimated to take 2-4 hours. Technical questions will be accepted at the site visits and will be answered in a subsequent addendum, along with any questions received at the pre-submittal meeting and in accordance with the Restrictions on Communication.

This meeting will be accessible to disabled persons. Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 Voice/TTY.

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

All attendees to the Pre-Submittal Conference will be asked to confirm attendance by emailing the Yvonne Rodriguez, Procurement Specialist III at the time of the meeting. This information will be compiled into a "sign-in sheet" for the meeting and may be posted to the City's website or otherwise disseminated publicly.

## 008 - PROPOSAL REQUIREMENTS

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

Submit **one (1) COMPLETE** proposal response electronically through SAePS.

**Respondent shall limit information regarding Price, the Local Preference Program and the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

### PHASE 1:

#### TABLE OF CONTENTS

**EXECUTIVE SUMMARY.** The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed. The summary shall also include the name of the person(s) authorized to make representations on behalf of the Respondent (including for each person their title, address, e-mail address, and telephone numbers).

**ROOFTOP/PARKING SITES.** Use the Form found in this RFP as Attachment A to identify desired sites.

**GENERAL INFORMATION FORM.** Use the Form found in this RFP as Attachment B, Part One.

**EXPERIENCE, BACKGROUND & QUALIFICATIONS.** Use the Form found in this RFP as Attachment B, Part Two.

**PROPOSAL BOND.** Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original proposal bond to the **City of San Antonio Finance Department, Purchasing Division, Municipal On-Site Solar PV System Services, 22-075; 6100015168, P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, , Municipal On-Site Solar PV System Services, 22-075; 6100015168, 100 West Houston St., Print and Mail Center, San Antonio, Texas 78205** prior to proposal due date in accordance with the instructions for submission of proposals.

**CONTRACTS DISCLOSURE FORM.** Complete and submit a Contracts Disclosure Form with the proposal as Attachment F. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

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

2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members and executive committee members,
  - b. list of positions they hold as an individual or entity seeking action on any matter listed:
    - (1) The identity of any individual who would be a party to the transaction;
    - (2) The identity of any entity that would be a party to the transaction and the name of:
      - a. Any individual or entity that would be a subcontractor to the transaction;
      - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
      - c. The board members, executive committee members, and officers of entities listed above; and
    - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
  - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment G. 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.

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

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

**PROOF OF INSURABILITY.** Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

**FINANCIAL INFORMATION.** Submit a recent copy of a Dun and Bradstreet financial report, or another credit report, on Respondent and its partners, affiliates, and subtenants, if any.

**CERTIFICATE OF INTERESTED PARTIES HB Form 1295.** Respondent must complete, sign, and submit HB Form 1295 as RFP Attachment K. You may download a copy of the form at:

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

**SIGNATURE PAGE.** Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment L. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

## **PHASE 2:**

### **TABLE OF CONTENTS**

**EXECUTIVE SUMMARY.** The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed. The summary shall also include the name of the person(s) authorized to make representations on behalf of the Respondent (including for each person their title, address, e-mail address, and telephone numbers).

**ROOFTOP/PARKING SITES.** Use the Form found in this RFP as Attachment A.

**PROPOSED PLAN.** Use the Form found in this RFP as Attachment C.

**FINANCIAL STRENGTH/PRICING.** Use the Price Schedule that is found in this RFP as Attachment D, Part 1.

**PORTFOLIO BID SHEET.** Use the Bid Sheet that is found in this RFP as Attachment D, Part 2.

**PERFORMANCE AND PAYMENT BONDS.** Use the Forms that are found in this RFP as Attachment E.

**SIGNATURE PAGE.** Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment L. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

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

### **009 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

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

### **010 - SUBMISSION OF PROPOSAL**

Proposals must be submitted electronically through the portal.

**Submission of Proposals.** Respondent shall submit one (1) **COMPLETE** response electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

**Respondent shall limit information regarding Price, the Local Preference Program and the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. **PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.****

Proposals must be electronically received no later than **11:00 a.m., Central Time, on Monday, October 17, 2022**, through the SAePS portal. 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 of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Purchasing Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

**Proposal Format.** **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

**Modified Proposals.** Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals and submitted in the same manner as original proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

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

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this **RFP as Attachment B, Part 1.**

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## **011 - RESTRICTIONS ON COMMUNICATION**

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, including all City employees and any non-City employees serving on the Evaluation Committee, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

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

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

Exceptions to the Restrictions on Communication with City employees include:

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

**Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 4:00 p.m., Central Time, on Friday, September 23, 2022.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Yvonne Rodriguez, Procurement Specialist III**  
**City of San Antonio, Finance Department – Purchasing Division**  
[yvonne.rodriquez@sanantonio.gov](mailto:yvonne.rodriquez@sanantonio.gov)

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdoc@sanantonio.gov](mailto:SBEDAdoc@sanantonio.gov). Contacting the Small Business Office regarding this RFP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## 012 - EVALUATION OF CRITERIA

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

### Evaluation Criteria (Phase 1):

#### **A. Experience, Background, Qualifications (85 points):**

- **Company Profile**
- **Financial Strength of Respondent**
- **Relevant Company Experience**
- **Project Team**

#### **B. Local Preference (LPP) Ordinance (up to 10 points):**

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

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

#### **C. Veteran-Owned Small Business (VOSB) Preference Program (5 points):**

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

**Evaluation Criteria (Phase 2):**

**A. Proposed Plan (65 points):**

- **Technical Approach**
- **Community Co-Benefits**
- **Implementation Schedule**
- **Project Team**
- **Additional Information**

**B. Price/Best and Final Offer (20 points):**

- **Financing Plan**
- **Price Proposal**

**C. Local Preference (LPP) Ordinance (up to 10 points):**

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

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

**D. Veteran-Owned Small Business (VOSB) Preference Program (5 points):**

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

**013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

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

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

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval. Any third-party ownership structure and agreement will require respondents to coordinate with both CPS Energy and the City of San Antonio.

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any

contract with City. 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; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that 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.

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

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 78204.

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

## 014 - SCHEDULE OF EVENTS

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

<b>RFP Release Date:</b>	August 31, 2022
<b>Pre-Submittal Conference:</b>	September 15, 2022 @ 11:00 a.m., Central Time
<b>Final Questions Accepted:</b>	September 23, 2022 @ 4:00 p.m., Central Time
<b>Proposal Due:</b>	October 17, 2022 @ 11:00 a.m., Central Time

**015 - RFP EXHIBITS**

**RFP EXHIBIT 1  
INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

A) Prior to the commencement of any work under this Contract, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the **Office of Sustainability**, which shall be clearly labeled “**RFP – Municipal On-Site Solar PV System Services**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the **Office of Sustainability**. 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 Contract 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 Contract. In no instance will City allow modification whereby City may incur increased risk.

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

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to Property rented by you g. Explosion, Collapse, Underground Property Hazard Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.  f.\$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.  Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.
6.Products liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
7. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment &

	materials" to be installed to any new or existing structure.
*8. Environmental Insurance –(Contractor’s Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: **OFFICE OF SUSTAINABILITY**  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

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

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

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in

this contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

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

**RFP EXHIBIT 2  
INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, 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 Contract, 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 Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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 CONTRACT 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.

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.

### **RFP EXHIBIT 3**

#### **LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE**

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

## **RFP EXHIBIT 4**

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

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

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

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

## RFP EXHIBIT 5

### PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

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

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

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

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

## RFP EXHIBIT 6

### PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

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

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

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

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

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

## RFP EXHIBIT 7

### PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

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

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

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

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

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

**RFP EXHIBIT 8**

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

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

## RFP EXHIBIT 9

*Note: this exhibit applies only to airport facilities, if included in the Respondent's proposed site portfolio(s).*

### REQUIRED FEDERAL CONTRACT PROVISIONS SOLICITATIONS

#### I. TITLE VI SOLICITATION NOTICE

The City of San Antonio, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### II. FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### III. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **IV. CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **V. PROCUREMENT OF RECOVERED MATERIALS**

The Bidder or Offeror, and any of its subcontractors, by signing and submitting this bid or proposal agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Bidder or Offeror, and any of its subcontractors, are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

**016 - RFP ATTACHMENTS**

**RFP ATTACHMENT A  
ROOFTOP AND PARKING LOT SITES**

posted as a separate document

**RFP ATTACHMENT B, PART 1**

**GENERAL INFORMATION**

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

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

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

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

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

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

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

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

Yes \_\_\_ No \_\_\_

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes \_\_\_ No \_\_\_ If "Yes", provide registration number.

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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**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.

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**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? Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**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.

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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.

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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.

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**12. Financial Review:** Is your firm publicly traded? Yes \_\_\_ No \_\_\_ If "Yes", provide your firm's SEC filing number.

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**REFERENCES**

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.** The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

**Reference No. 1:**

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

**Reference No. 2:**

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

**Reference No. 3:**

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

## RFP ATTACHMENT B, PART 2

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participation.

1. **Company Profile:** Describe the Respondent's profile, including:
  - a. The location of the Respondent headquarters and branch locations that will have individuals assigned to this project.
  - b. If the Respondent has offices within the City of San Antonio or Bexar County, indicate the name, type (headquarters, branch, etc.), address, telephone number, number of employees, and the general nature of business undertaken at each office.
  - c. Respondent's operational history, such as, years in business, description of background working with local governments, applicable state licensing, OSHA background and safety practices, insurance, and quality control documentation.
2. **Relevant Company Experience:** Describe Respondent's operational history and experience relevant to each of the components of the Scope of Services requested by this RFP. This section should include, but not be limited to, the following information:
  - a. Summary of comparable experience developing, financing, constructing, and operating solar generation resources.
  - b. Description of developer projects of similar size and scope performed over the past ten (10) years. Identify associated results or impacts of the project/work performed.
    - i. Include a minimum of 2 and maximum of 5 projects completed in the last 3 years as close as possible in scope and complexity to the proposed project. At least 1 relevant project completed within the last 3 years must include a solar PV project of 250 kW or larger. At least 1 relevant experience project completed within the last 3 years must include a parking canopy solar PV project if the Respondent chooses to include parking canopies in its proposed portfolio. For each project described, include project name, system size (kW), location, and a brief 2-3 sentence project description.
    - ii. Highlight permitting and interconnection experience with CPS Energy and/or other utilities.
  - c. Description of 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. **Project Team:** For each of the components, describe staffing and other resources to be dedicated:
  - a. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
  - b. Provide biographies and resumes for each key officer in the project team, including, but not limited to, the number and professional qualifications (i.e. licenses, certifications, associations) of staff to be assigned to the project as well as relevant experience on projects of similar size and scope.
  - c. List other resources, including a total number of employees, number, and location of offices, number, and types of equipment available to support this project.
  - d. 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 ventures and/or sub-contractors have worked together in the past.
5. **Additional Information:** Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFP ATTACHMENT C

### **PROPOSED PLAN** **PHASE 2 ONLY – TO BE REQUESTED FROM SHORLISTED FIRMS**

Prepare and submit the following items:

#### **1. Technical Approach:**

##### **a. Portfolio Summary:**

- i. Provide a summary of the proposed portfolio including selected sites, total megawatt (MW-DC and MW-AC) nameplate capacity, estimated total annual generation, and contractual term. Please include the expected usable life, site suitability, and decommissioning plans for the portfolio. If an alternate portfolio is proposed, provide a similar summary and note key distinctions and justifications for the alternate portfolio.
- ii. Provide details of full portfolio(s) in **RFP Attachment D, Part 2, Portfolio Bid Sheet**

##### **b. Project Viability:**

- i. Provide a summary of potential issues and/or risks including any key findings, desktop studies, and any other material considerations impacting the suitability of specific sites included in the proposed portfolio(s), potential schedule risk, or overall project viability.

##### **c. Operations and Maintenance:**

- i. Provide a summary of operations and maintenance plan and service, including any warranty terms and/or guarantees on major equipment, including all major system components (modules, inverters, monitoring systems, tracking systems, and mounting structures, as applicable). Describe the duration of the warranty and nature of performance guarantee(s).
- ii. For all equipment, include the manufacturer and/or model information, the equipment, and labor warranties, and details on insurance to protect the City from installation failures.

##### **d. Monitoring:**

- i. Describe the proposed monitoring system including, but not limited to, equipment requirements, data output, and maintenance requirements.

##### **e. Production Guarantee:**

- i. A description of performance guarantees for each site or the portfolio of sites, at the Respondent's preference, including, but not limited to a detailed calculation of expected annual output (kWh) to be generated for each contract year.

##### **f. Materials, Engineering, and Construction:**

- i. Provide a summary of procurement sourcing, supply chain, engineering, and construction strategy, including a summary of key equipment and manufacturers as well as any tax considerations.
- ii. Include panel, inverter, racking specifications as well as equipment and workmanship warranties.

##### **g. Site Technical Specifications:**

- i. Complete the information in **RFP Attachment D, Part 2, Portfolio Bid Sheet** for the sites included in selected portfolio(s).

#### **2. Community Co-Benefits:**

##### **a. Describe community benefits, if any, resulting from the project, including, but not limited to:**

- i. Creating employment and/or workforce training opportunities for disadvantaged and/or diverse business enterprises, with a specific focus on BIPOC (Black, Indigenous, People of Color) residents.

- ii. Supporting local solar businesses.
- iii. Creating educational opportunities for the community.
- iv. Integrating unique environmental, social or economic benefits, attributes, or considerations in furtherance of City equity, sustainability, and climate objectives.
- v. Other community considerations or details the Respondent would like to provide.

**3. Implementation Schedule:**

- a. Provide a detailed milestone schedule for the proposed portfolio, including estimated completion dates of key development, procurement, construction, interconnection, and operations milestones.

**4. Project Team:**

- a. Provide an organization chart and bios (length of time with firm, key projects, work history) of key team members and subcontractors, and their capability to perform work. Please only profile individuals that will directly be working on this project. Clearly identify the project manager.

**5. Additional Information (Optional):**

- a. If the Proposer believes that additional information must be included in their proposal that is not covered in the above sections, it can be included in this section.

**RFP ATTACHMENT D, PART 1**  
**PRICE SCHEDULE**  
**(PHASE 2 ONLY – TO BE REQUESTED FROM SHORLISTED FIRMS)**

**Financial Strength:** Provide a statement of Respondent's financial strength, including whether it has been profitable for each of the prior three (3) fiscal years, and whether the current year-to-date is profitable.

- Include a copy of Respondent's last three fiscal year's financial statements (audited preferred), and the most recent quarter's financial statements.
- Financial statements should include the balance sheet, income statement, cash flow statement, statement of shareholder equity, comprehensive income, and all related notes. The City reserves the right to include financial information obtained from Dun & Bradstreet and similar financial information providers in its analysis of Respondent's financial strength.

**Financing Plan:** Provide a detailed description of how the Proposer will finance the project.

- Identify all financial partners involved in the project and clearly show financing commitment from proposed equity participants, if not proposed to be the Proposer itself.
- Describe in this plan all available tax credits, incentives, and subsidies that will be used to finance the project, and how these will be used in the financing of the projects. Respondents are expected to incorporate financial incentives recently approved by the Inflation Reduction Act of 2022 into their pricing proposals and modeling where relevant.
- Please specify strategies to reduce costs (i.e. volume discounts, seasonal/timing of procurement and/or construction, etc)

**Price Proposal:** Provide the following price information:

- Upfront cost and/or Cost Structure for the proposed portfolio(s), as applicable to Respondent's proposal
- For sites noted in the Site List that have roof replacements expected in the next 15 months, proposer should provide proposed timing for solar installation related to City-led roof replacements or include pricing for a roof replacement separately. If the Proposer determines a roof replacement is required at other sites, they shall include that roof replacement as part of the proposal. Proposer shall coordinate with relevant City departments related to planned or proposed roof replacements.
- Please price O&M plan separately from the city-ownership/purchase option.
- Net present value of financial savings for year 1 and the final year of contact length proposed using the following assumptions:
  - Proposed contract length(s), up to 25 years
  - [0.74%] City's utility electricity price escalation rate
  - [2.25%] City's discount rate
  - Cost Structure proposal can include an escalator
  - Pricing conditions and/or exclusions indicating variations from the scope of work proposed

**RFP ATTACHMENT D, PART 2**

**PORTFOLIO BID SHEET**  
**(PHASE 2 ONLY – TO BE REQUESTED FROM SHORLISTED FIRMS)**

**Bid Sheet:** Complete the attached Excel-based **Portfolio Bid Sheet** for the proposed portfolio of sites.

posted as a separate document

**RFP ATTACHMENT D, PART 3**

**SITE LOCATIONS**

posted as a separate document

**RFP ATTACHMENT D, PART 4**  
**SITE DETAILS**

posted as a separate document

**RFP ATTACHMENT D, PART 5**  
**ELECTRICITY DATA**

posted as a separate document

**RFP ATTACHMENT D, PART 6**  
**CPS RATE TARIFFS**

posted as a separate document

**RFP ATTACHMENT E**

**PROPOSAL BOND FORMS**

posted as separate document

## RFP ATTACHMENT F

### CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members and executive committee members,
  - b. list of positions they hold as an individual or entity seeking action on any matter listed:
    - (1) The identity of any individual who would be a party to the transaction;
    - (2) The identity of any entity that would be a party to the transaction and the name of:
      - a. Any individual or entity that would be a subcontractor to the transaction;
      - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
      - c. The board members, executive committee members, and officers of entities listed above; and
    - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
  - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

**RFP ATTACHMENT G**

**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

**RFP ATTACHMENT H**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

posted as a separate document

**RFP ATTACHMENT I**

**WAGE AND LABOR STANDARDS**

posted as a separate document

**RFP ATTACHMENT J**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

## RFP ATTACHMENT K

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

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

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

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

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

**RFP ATTACHMENT L**

**SIGNATURE PAGE**

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

By submitting a proposal, electronically, Respondent represents that:

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

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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.

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

**Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions**

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

**RFP ATTACHMENT M**

**PROPOSAL CHECKLIST – PHASE ONE**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Local Preference Program and/or the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent’s proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and <b>Three (3) Reference Letters</b> RFP Attachment B, Part 1	
Experience, Background and Qualifications RFP Attachment B, Part 2	
Proposed Plan RFP Attachment C	For Reference Only To be submitted if shortlisted in Phase 2
Price Schedule RFP Attachment D, Part 1	For Reference Only To be submitted if shortlisted in Phase 2
Portfolio Bid Sheet & Site Details RFP Attachment D, Part 2	For Reference Only To be submitted if shortlisted in Phase 2
Proposal Bond and Associated Power-of-Attorney RFP Attachment E	
+Contracts Disclosure Form RFP Attachment F	
Litigation Disclosure Form RFP Attachment G	
+Local Preference Program Identification Form RFP Attachment H	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment J	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider’s Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment K	
+Signature Page RFP Attachment L	
Proposal Checklist RFP Attachment M	
+Signed Addenda, if applicable.	
One <b>COMPLETE</b> (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

**Be sure all forms that require a signature are done so prior to submittal of the proposal.**