



ACKNOWLEDGEMENT OF RECEIPT

Email or Fax Back Immediately

(This page only)

Request for Proposals (RFP) Collective No. 7000147688

Please provide the requested information below as acknowledgment that you have received our Request for Proposal (RFP) noted above and wish to participate in this RFP process. It is **strongly recommended** that interested respondents complete this acknowledgment and return via email or fax to:

Name: Christopher Patchett
Procurement Analyst, Supply Chain
Email: cpatchett@cpsenergy.com
Fax#: 210-353-3056

Only companies returning this completed acknowledgment form will receive addenda to this Solicitation and be kept in our master supplier database. Acknowledgment of any and all addenda issued corresponding to this RFP is required as part of the proposal submittal. Lack of addenda acknowledgment may disqualify your proposal.

Failure to respond through the use of this form may subject your firm from being deleted from our Supplier Database and elimination from future opportunities.

Company Name: _____

Address: _____

Ph#: _____ Fax#: (_____) _____

E-Mail: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Reason for not responding to this Collective:



Request for Proposal (RFP)

for

Services

Request For Proposal No. 7000147688

Issued: January 5, 2018

Proposal Submission Deadline: February 26, 2018 by 3:00 p.m. (Central Time)

**CPS ENERGY
P.O. BOX 1771
SAN ANTONIO, TEXAS 78296-1771
www.cpsenergy.com**

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I. PURPOSE

A. STATEMENT OF INTENT

The City of San Antonio, acting by and through City Public Service Board (“**CPS Energy**”), is soliciting proposals from qualified and experienced companies (each a “**Respondent**”) for new photovoltaic (“**PV**”) solar generation in the CPS Energy service territory. CPS Energy issues this Request for Proposal (“**RFP**”) for the purpose of engaging in a Power Purchase Agreement (“**PPA**”) that would provide CPS Energy 100% of the net electrical output from the PV. The successful Respondent will be responsible for procuring all materials, including all goods and software, and/or related services required to build, operate and maintain up to 5 Megawatts (“**MW**”) of Roofless Solar power (also known as community solar) (the “**Project**”).

B. ABOUT CPS ENERGY

CPS Energy (CPSE) is the nation’s largest municipally owned energy utility providing both natural gas and electric service. Acquired by the City of San Antonio in 1942, CPS Energy serves more than 765,000 electric customers and 335,000 natural gas customers in and around San Antonio (1,515 square mile service area). CPS Energy is governed by a five-person Board of Trustees, consisting of the Mayor of the City of San Antonio and four citizens representing the four geographical quadrants of the City of San Antonio. Information about CPS Energy’s history, operations and management is available on www.cpsenergy.com.



SOLAR

C. RFP SCHEDULE

CPS Energy will make a concerted effort to maintain the schedule below, but reserves the right to revise the schedule based on CPS Energy's business needs.

<u>Milestone</u>	<u>Date</u>
RFP Issuance	January 5, 2018
Pre-Bid meeting location CPS Energy 145 Navarro Street San Antonio, Texas 78205 Riverwalk Conference Room	January 22, 2018
Deadline for Respondent's Questions	January 29, 2018
CPS Energy Responses to Submitted Questions	February 12, 2018
<u>Respondent Proposals Due</u>	<u>By 3:00 p.m. (Central time) on February 26, 2018</u>
Proposed Contract Commencement	June 2018

CPS Energy will evaluate the proposals to determine which, in CPS Energy's sole judgment, represents the best value for the goods, software, and/or services requested. CPS Energy will evaluate all proposals based upon the evaluation criteria set forth in this RFP and as further clarified throughout the evaluation process. Based upon CPS Energy's initial evaluation of the proposals, CPS Energy may make a final decision for award or may prepare a short list of apparent qualified Respondents. CPS Energy may select one or more potential Respondents as candidates for a contract award.

CPS Energy reserves the right to reject any and all Proposals and to waive minor formalities and irregularities.

CPS Energy assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of Proposals or in connection with presentations or demonstrations.



D. CONTACT INFORMATION, QUESTIONS AND ANSWERS

During the solicitation period, the Procurement Analyst identified below shall be the sole contact for any inquiries from prospective Respondents. Any inquiries from Respondents shall be submitted in writing by electronic mail.

Christopher Patchett
Procurement Analyst, Supply Chain
cpatchett@cpsenergy.com

E. RESTRICTIONS ON COMMUNICATIONS

Respondents are prohibited from communicating with CPS Energy employees, representatives, staff, or Board Members regarding this RFP during the period in which submittals have been solicited or are being evaluated (other than the Procurement Analyst identified in Section D in the designated manner), with the exception of pre-submittal meetings open to all Respondents or responses to questions posed during interviews scheduled after responses are received and opened. Restricted communication includes, but is not limited to, “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFP and/or submitted proposals. Violation of this provision by Respondents or their agents may lead to disqualification of Respondent’s Proposal.

II. PROPOSAL FORMAT & SUBMITTAL

A. PROPRIETARY DATA IN PROPOSAL

All materials submitted to CPS Energy are subject to the Texas Public Information Act upon receipt. If a Respondent does not want proprietary information to be disclosed, each page containing proprietary information must be identified and marked **Proprietary** at the time of submittal. CPS Energy will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, shall be determined by the Attorney General of Texas. Failure to properly identify proprietary information may result in all unmarked pages being deemed non-proprietary at CPS Energy’s discretion and therefore made available to the public upon request. CPS Energy endeavors to not publicly disclose the contents of any Proposals during negotiations.

B. PROPOSAL FORMAT

Respondent must submit a text-searchable PDF (portable document format, non-zipped) of the Proposal together with supporting documentation and information requirements to the email address specified in Section I(D) on or before the RFP response deadline identified in Section I(C). The text-searchable PDF must contain documents reproduced directly from the native document (i.e. Word, Excel, MicroStation, AutoCAD). Scanned images and documents will be considered irregular and may be rejected.



Please do not submit any single email containing more than 40MB of data. If the Proposal and supporting documentation contains more than 40MB of data, please contact the Procurement Analyst identified herein. CPS Energy cannot accept zipped files.

C. PROPOSAL SUBMISSION REQUIREMENTS

Each Respondent shall submit with its Proposal the following information, organized in the following manner, for CPS Energy's use in evaluating the Respondent's Proposal and its ability to satisfactorily perform Services and/or provide Goods or Software. Proposals not meeting these minimum qualifications are subject to rejection.

1. Table of Contents.

A table of contents of all sections, figures, exhibits and tables of the Proposal, all of which must be bookmarked (or tabbed) on the PDF of the submitted Proposal.

2. Executive Summary or Cover Letter.

A brief executive summary of the major facts or features of the Proposal, including any conclusions, assumptions, and recommendations the Respondent desires to make.

The name of the person(s) authorized to make representations on behalf of the Respondent (including for each person their title, address, fax number, e-mail address and telephone numbers).

3. Experience, Qualifications, and Project Team.

- a. A description of the Respondent's operational history which reflects that the Respondent has been actively performing the Services for a minimum of three (3) consecutive years.
- b. A brief description of similar Services presently being provided by Respondent for other companies within the State of Texas and elsewhere, including the name of each company.
- c. Information demonstrating the qualifications and resources the Respondent currently has available to provide the Services, including a description of all resources that will be used.
- d. If Respondent proposes a project team to perform Services, Respondent shall provide resumes and qualifications of the key project team anticipated to be assigned to the CPS Energy project, including an organizational chart of the project team.



4. For Software.

a. Software.

- i. Respondent shall submit any licensing agreement for any Third Party Components applicable to the Software.
- ii. A list of any citations, notices of violation, or legal proceedings that any Federal, State, local regulatory agency or department, corporation, or individual has issued to or against the Respondent, or any employee of the Respondent while that employee was working for the Respondent, during the past three (3) years ("Citations") relating to Intellectual Property matters. For each Citation, state the nature of the Citation and the date of its resolution, together with the contact person for the Respondent who could address any questions about the matter. If there are no Citations, Respondent shall provide such a statement.

5. Company/Firm Overview.

- a. The name and a brief description or history of the Respondent.
- b. The location of the Respondent headquarters and branch locations that will have individuals assigned to CPS Energy or will manufacture Goods.
- c. 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.

6. References.

A minimum of three (3) references from different companies which the Respondent has provided similar Services to those identified in this RFP, which shall include the company name, complete address, and contact person's name, phone number and email address for each reference submitted for the last three years. A brief description of the Services performed by the Respondent shall accompany each reference. In addition to the list provided, CPS Energy reserves the right to independently contact other companies with which the Respondent has engaged in a business transaction.

7. Fees/Compensation and/or Price Schedule.

- a. All prices shall be quoted in U.S. dollars and submitted in increments of 1MW and/or 5MW.
- b. The quoted PPA price should be in the form of dollars per Megawatt Hour ("MWh") (\$/MWh). The price will be fixed for the term of the contract, which shall be 25 years, and must include details of the following:
 - i. All costs to produce the energy and deliver it to the CPS Energy electric delivery service territory;

- ii. All power and program administration costs; and
- iii. Ongoing maintenance costs, including but not limited to, the percentage of the contract price attributable to operations and maintenance.

c. Respondent should assume no local incentives or solar rebates or property tax rebates or abatements will apply to the pricing.

d. Respondent shall specify the net cost to the CPS Energy customer for participation in the roofless solar program over the entire term.

8. Financial Strength.

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. 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. CPS Energy reserves the right to include financial information obtained from Dun & Bradstreet and similar financial information providers in its analysis of Respondent's financial strength.

9. Citations.

A list of any citations, notices of violation, legal proceedings, fines, or project terminations that any Federal, State, local regulatory agency or department, corporation, or individual has issued to or against the Respondent, or any employee of the Respondent while that employee was working for the Respondent, during the past three (3) years ("Citations"). For each Citation, state the nature of the Citation and the date of its resolution, together with the contact person for the Respondent who could address any questions about the matter. If there are no Citations, Respondent shall provide such a statement.

10. Responsible Respondent Questionnaire.

Respondent shall complete and submit the Responsible Respondent Questionnaire attached as Exhibit B.

11. Conflict of Interest.

Respondent shall complete and submit the Conflict of Interest Attestation attached as Exhibit C.

12. Subcontractors, Subsidiaries & Multiple Parties.

- a. Subcontractors. Subcontractors that may perform any of the Services or provide any Goods, in part or whole, must be approved by CPS Energy prior to the execution of a contract. If Respondent intends to use subcontractors, complete the Subcontracting Documents available at www.cpsenergy.com (search [Subcontracting Documents](#)) or complete the embedded form.



Additionally, Respondent shall submit resumes including detailed experience of each proposed subcontractor. All Services, Goods, or Software furnished by a subcontractor in lieu of the Respondent shall be so stated in the Respondent's Proposal and shall be included in the Respondent's Fees/Compensation or Price Schedule.

- b. Subsidiaries. Any subsidiary of Respondent that may perform any of the Services or provide any of the Goods or Software, in whole or in part, must be approved by CPS Energy prior to execution of a contract. For any subsidiary of Respondent who will provide Services or to whom the Respondent expects to delegate any of the Services, provide the name, address, and a list of management and key personnel, including resumes showing the experience of individuals actually performing the Services. All Services, Goods, or Software furnished by a subsidiary in lieu of the Respondent shall be so stated in the Respondent's Proposal and shall be included in the Respondent's Fees/Compensation and/or Price Schedule.
- c. Multiple Parties. If the Respondent's Proposal includes a joint venture, partnership, affiliated business arrangement, or consortium with other vendor applications or with subcontractors, provide the following information relating to each proposed participating member: company name, business address, telephone number, year company was established, ownership of company, and a description of participation in Respondent's Proposal.

13. Safety.

- a. Provide Respondent's safety information for the most recent three (3) years as follows:
 - i. An annual statement of worker's compensation Experience Modification Rating (EMR) (preferably on National Council on Compensation Insurance (NCCI) letterhead). Respondents with an EMR > 1.3 may be disqualified. Respondents with an EMR > 1.3 should explain in detail any extenuating circumstances.
 - ii. The OSHA Recordable Injury Rates (RIR) and the U.S. Bureau of Labor Statistics (BLS) SIC Code RIR > 1.0.
 - iii. The OSHA citation history. Respondents with "willful" OSHA citations may be disqualified. All "willful" OSHA citations must be explained in detail.
 - iv. The OSHA 300 & 300 (A) injury / illness logs.
- b. Additionally, provide the following:

- i. An electronic copy of Respondent's safety manual. Respondents with safety manuals that have not been updated to meet current OSHA standards within the last twelve (12) months may be disqualified.
- ii. A statement of Respondent's ability to provide an individual that:
 1. has completed the OSHA thirty (30) hour outreach training course;
 2. will be committed and available to support the Services to be performed under the Proposal; and
 3. will be responsive in a timely manner to CPS Energy's request for participation in safety events, analysis and/or sessions.

14. Exceptions to Contract & Existing Agreement. *Intentionally Deleted.*

15. Business Questionnaire.

The Respondent shall submit a completed [Business Questionnaire](#) with the Proposal if (i) Respondent does not have an up-to-date Business Questionnaire on record with CPS Energy, or (ii) Respondent is not listed within the CPS Energy's [supplier database](#). Business Questionnaires shall only be considered valid for one (1) year from classification date and must be updated with a new Business Questionnaire beyond such one (1) year period.



Addendum B -
Business Questionnaire

If Respondent has performed services or provided goods or software for CPS Energy in the one (1) year preceding the submittal due date and completed a Business Questionnaire at that time, Respondent shall access the [Supplier Registration System](#) to determine whether Respondent's business classification is current or needs updating.

The Business Questionnaire assists CPS Energy, who is a federal contractor for reporting its contracting activity to the federal government, in identifying a Respondent's business, if applicable, as Local, Small, and/or Diverse in accordance with the definitions/descriptions below:

Local - Any business located in the San Antonio eight-county metropolitan area as defined by the Office of Management and Budget (OMB). The metropolitan area is colloquially referred to as "Greater San Antonio" and is situated in South-Central Texas. The counties included are Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson Counties.

Small - A business that does not exceed the Small Business Administration's size standards, which vary by work category. Information about each



category and size standard can be located by going to <http://www.sba.gov/size/index.html>

Diverse - Any business which meets one of the following classifications: Women, Minority, Veteran, Historically Underutilized Business (HUB) Zone, or Service-disabled Veteran.

16. Bonding – Payment and Performance Bonds

Respondent shall submit a letter of certification from a surety company confirming that Respondent is qualified to execute a valid performance bond and a valid payment bond for the estimated value of its proposal.

17. Specific Information Required in Proposal

- a. Each proposal shall set forth the capacity (1 MW and/or 5 MW) of the proposed facility. CPS Energy also encourages Respondents to propose innovative solutions to broaden customer participation.
- b. The Project must be located within the CPS electric delivery service territory, and must be connected to the CPS Energy distribution system with all interconnection costs to be paid by Respondent. For purposes of this RFP, each Respondent should factor interconnection costs of approximately \$500,000. Pricing and terms will be finalized after the site selection, which shall reflect actual costs incurred.
- c. The Project may be located on a single site or multiple sites. All sites proposed should be ideal for a solar plant siting, of a consistent elevation and clear of trees.
- d. A brief description of the major components that comprise the Project, including, but not limited to, solar panel and inverter manufacturers and models, tracking (fixed, single or dual axis), and tracker manufacturer. All Proposals must utilize PV panels and existing, proven technologies, with demonstrated reliable generation performance.
- e. Security details for the Project. Examples of security features include fencing, lighting, and access limitations.
- f. The minimum and maximum amounts of electric energy available annually in MW and in MWh, as well as annual insolation expectation. Include any relevant data along with a power output curve from the generating equipment in use or proposed to be installed, so that an independent analysis of the projected output of the facility can be accomplished.
- g. The projected maintenance schedule and associated maintenance costs for the Project.
- h. The proposed sales, marketing and billing recommendations and services to promote and integrate the Roofless Solar program.

- i. Respondent must provide and maintain a current SOC 2 Type 2 report as outlined in the attached Data Security and Privacy Policy.



Data Security and
Privacy.pdf

- j. A description of the process and implementation of customer facing web-portals to include user guide(s).
- k. Information on all proposed sites, to include aerial views, existing utilities, and any contractual/lease status of property or properties. CPS Energy prefers site(s) be visible, accessible, aesthetically pleasing, and include educational components.
- l. Proposed operation and maintenance plan to ensure minimum output for the duration of contract and set assurances this will be carried out throughout the life of the contract.
- m. A description of the operational control scheme proposed for the facility. CPS Energy will be the Qualified Scheduling Entity (“QSE”) for facilities located within CPS Energy’s distribution system.
- n. A description of the metering and communications to include the control facility, including the location of meters used for measuring the gross output of the facility, the control system for the facility, and the communication systems between the facility and any CPS Energy control function.
- o. One-line electrical drawing reflecting the solar panel system, inverters, step up transformer, and disconnecting means to the overhead/underground point of demarcation.
- p. A description of performance guarantees, including, but not limited to a detailed calculation of expected annual output for each contract year, under the PPA model.
- q. Proposed timeline of major milestones and expected go-live date of both the solar facility and the Roofless Solar program.

18. Additional Information

- a. Respondents are encouraged to detail any recommendations, processes, planning, or tools that will enable the Project to be successful.
- b. Upon request, CPS Energy shall provide CPS Energy rate schedules.
- c. Renewable energy credits and environmental attributes from the Project are transferable and exclusive to CPS Energy.

- d. CPS Energy will have exclusive naming rights to the solar facility or facilities.



Service_Area.pdf

D. FIRM PROPOSAL

Each Proposal shall be firm, not subject to price escalation, and binding for 180 days from the date the Proposals are due under this RFP.

E. TAXES

CPS Energy, a municipally owned electric and gas utility, is a TAX-EXEMPT ORGANIZATION. CPS Energy is exempt from certain sales and use taxes with respect to the purchase price of materials, supplies, equipment and consumables purchased under a separate contract. CPS Energy will provide a Sales Tax-Exemption Certificate upon request.

F. INSURANCE

Respondent agrees to carry and keep insurance in full force during the Term of this RFP sufficient to fully protect CPS Energy from all damages, claims, suits and/or judgments including, but not limited to, errors, omissions, violations, fees and penalties caused or claimed to have been caused by, or in connection with the performance or failure to perform under the Agreement by Company, Company's agents or employees, a Company Subcontractor, or its agents or employees. The minimum amount of insurance as required shall be in accordance with Addendum A titled "Insurance (Class 1)." Company's insurance shall be primary to and non-contributory with any self-insurance and/or insurance maintained by CPS Energy. Should the Minimum Insurance Requirements of CPS Energy change, Company shall be notified in writing and Company shall have sixty (60) days to meet the new requirements. Should the new requirements add materially to Company's cost, Company should notify CPS Energy and request adjustment in Company's compensation.



Addendum A - Insurance (Class 1).pdf

III. EVALUATION AND SELECTION CRITERIA

A. COMPETITIVE SELECTION/EVALUATION FACTORS

This procurement will comply with applicable CPS Energy procurement policies and procedures. The evaluation factors outlined below shall be applied to all eligible, responsive Proposals. Qualifying Proposals will be assessed in order to identify the best value to CPS Energy. CPS Energy may or may not choose to award a contract under this solicitation.



CPS Energy may conduct investigations, as deemed necessary, to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Respondent, proposed subcontractors, and other persons and organizations who may perform Services or provide Goods and/or Software. The Respondent shall furnish, upon request and in a timely manner, all such data and information requested for this purpose.

CPS Energy shall award a contract to the Respondent who, in CPS Energy's sole judgment, provides the best value and the most benefit to CPS Energy, if any. The award of a contract does not in and of itself create a binding agreement between CPS Energy and the successful Respondent. An agreement including all terms, conditions, exhibits, and attachments must be executed by both CPS Energy and the successful Respondent in order to create a binding enforceable agreement between CPS Energy and the successful Respondent. No Respondent may rely upon the award of a contract as a promise by CPS Energy to enter an agreement, and no Respondent may rely upon any written or oral statement(s) or representation(s) as to the award of a contract or intention to enter an agreement made by any CPS Energy personnel.

B. EVALUATION FACTORS

In evaluating Proposals CPS Energy, in its sole discretion, will give weight and importance to the evaluation criteria listed below:

1. Demonstrated ability to meet all requirements within this RFP;
2. Experience and qualifications to perform the Services;
3. The overall cost to CPS Energy and end customer(s). The proposal must provide specific detail on pricing, costs, and benefits (net cost);
4. Project Planning and Schedule. CPS Energy prefers the Roofless Solar program to go live by January 1, 2019; points will be awarded based on completeness and description of a well thought out and well-presented project plan tailored to the specific Project objectives and Respondent's ability to meet the desired schedule;
5. Strength of proposed sales, marketing and billing strategies and processes;
6. Safety;
7. Community Benefit, Economic Development, and Innovative Approaches; Proposals will be evaluated, in part, based on benefits that include, but are not limited to, commitment to maintain existing local jobs, creation of new local jobs, application of innovative approaches, use of local and minority-owned suppliers and contractors, educational funding, and capital investment in San Antonio;
8. The reputation and financial soundness of the Respondent;
9. Respondent's offer or bid may potentially result in a ten (10) percent addition attributable to Economic Development to non-small business or non-local concerns. Respondents' offers or bids may be added with a five (5) percent preference for being classified with CPS Energy as a small disadvantaged, service-disabled veteran owned, HUBZone and/or women-owned businesses. Respondents' offers or bids may also be added with an



additional five (5) percent for being classified with CPS Energy as a local business in accordance to the zip codes defined within the San Antonio Metropolitan Area.

C. LOCAL CONDITIONS AND SUFFICIENCY OF DOCUMENTS

By submitting a Proposal, Respondent understands and agrees that, by the Proposal due date, all local conditions and factors affecting Respondents Proposal will have been properly investigated and accounted for in the Proposal. No financial adjustments to Respondent's Proposal shall be permitted after the Proposal due date based on the lack of prior information or its effect on the cost (fees, expenses or otherwise) relating to the Services, Goods, and/or Software.

CPS Energy makes no warranty, expressed or implied, with respect to the accuracy or sufficiency of the proposed contract and relating documents or any interpretation of any facts disclosed by any preliminary investigations that may have been made by CPS Energy.

D. INTERPRETATION OF DOCUMENTS

If any prospective Respondent has questions related to the proposed contract(s), Respondent may submit questions to CPS Energy via email by the deadline for questions specified in Section I(C). Any interpretation of the proposed contract(s) will be made by addendum, and a copy of such addendum will be mailed or delivered to each person receiving the RFP. CPS Energy will not be responsible for nor may Respondent rely on any other explanations or interpretations of the proposed documents.

E. PROPOSAL SELECTION

CPS Energy may, in its sole discretion, do any, all or none of the following:

1. Appoint evaluation committees to review Proposals, make recommendations to CPS Energy, seek the assistance of outside technical experts and consultants in Proposal evaluation, and seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
2. Revise and modify, at any time before the Proposal Due Date, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, CPS Energy shall circulate an addendum to all Respondents, or short-listed Respondents as determined by CPS Energy in its sole discretion, setting forth the changes to the evaluation criteria or methodology. CPS Energy may extend the Proposal Due Date if such changes are deemed by CPS Energy, in its sole discretion, to be material and/or substantive.
3. Hold interviews and meetings to conduct discussions and exchange correspondence with either all or only short-listed Respondents relating to the RFP or with individual Respondents in order to seek an improved understanding and evaluation of an individual Respondent's Proposal.
4. Issue a new RFP.
5. Cancel or withdraw the entire RFP or any part thereof.



F. ACCEPTANCE AND REJECTION OF PROPOSALS

CPS Energy may or may not award a contract to a Respondent after analysis and evaluation of the Proposals. CPS Energy reserves the right to reject any and all Proposals, to waive minor formalities and irregularities, and to evaluate the Proposals to determine which, in CPS Energy's sole judgment, represents the best value for the Services, Goods, and/or Software requested.

G. OWNERSHIP OF DOCUMENTS

Title to all contract(s) and relating documents remains with CPS Energy. All prospective Respondents and the successful Respondent awarded a contract(s) agree that the Proposals will not be used in any manner other than for the preparation of Proposals and for the Services Goods, or Software covered by the applicable executed contract(s). Documents provided to other firms for Proposals on subcontracts will be subject to the same provisions.

H. CONTRACT NEGOTIATIONS

Subsequent to CPS Energy granting an award, it is contemplated that there will be a period of negotiations to finalize the contract(s) between the parties.

I. BOARD OF TRUSTEES

While preliminary selection, due diligence and even detailed negotiations and other processes could transpire to ensure critical progress is made, any action taken to award a contract by CPS Energy may be subject to approval by the CPS Energy Board of Trustees and may not be final until such approval process has been completed. No payment can be made for action taken or Services started prior to the execution of a contract by both parties.



CHECKLIST OF RFP SUBMISSION

Respondent may use the following checklist to ensure its Proposal is complete, however, the checklist is provided for convenience only and Respondent shall not rely on it for completeness of its Proposal. Respondent is responsible for reviewing the entire RFP and ensuring Respondent's Proposal meets all requirements set forth therein.

For Goods / Software:

- ☐ Text-searchable PDF
- ☐ Table of Contents
- ☐ Executive Summary or Cover Letter
- ☐ Requirements, Warranty, Experience, and Quality Control (if applicable)
- ☐ Company/Firm Overview
- ☐ References
- ☐ Price Schedule
- ☐ Financial Strength (if applicable)
- ☐ Citations
- ☐ Conflict of Interest
- ☐ Subcontractors, Subsidiaries & Multiple Parties
- ☐ Safety (if applicable)
- ☐ Exceptions to Contract/Existing Master Agreement
- ☐ Business Questionnaire
- ☐ Additional Submission Requirements identified on Exhibit A, if any.

For Services:

- ☐ Text-searchable PDF
- ☐ Table of Contents
- ☐ Executive Summary or Cover Letter
- ☐ Experience, Qualifications, and Project Team
- ☐ Company/Firm Overview
- ☐ References
- ☐ Fees/Compensation
- ☐ Financial Strength (if applicable)
- ☐ Citations
- ☐ Conflict of Interest
- ☐ Subcontractors, Subsidiaries & Multiple Parties
- ☐ Safety (if applicable)
- ☐ Exceptions to Contract/Existing Master Agreement
- ☐ Business Questionnaire



Exhibit A

Specifications or Minimum Requirements

and

Additional Proposal Submission Requirements

- 1. Specifications or Minimum Requirements.** The Goods or Software to be provided shall be in accordance with and meet all requirements of the Attached Specifications or Minimum Requirements (attached as applicable). CPS Energy reserves the right to revise the Specifications or Minimum Requirements during the term of the Agreement. Changes to the cost of specific designs as a result of revisions shall be submitted to CPS Energy for review.

Attached: ☐ Specifications ☐ Minimum Requirements

- 2. Additional Proposal Submission Requirements.** The Following Additional Proposal Submission Requirements Specific to this RFP, if any, shall be included by Respondent with those items set forth in Section II(C) of the RFP.

Exhibit B

Responsible Respondent Questionnaire

RESPONDENT'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

The Respondent and each entity holding an equity stake in such Respondent shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection. The term "**affiliate**" shall mean any entity which owns a substantial interest in or is owned in common with the entity signing the form, or any entity in which the entity signing the form owns a substantial interest.

Within the past five years, has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country?

Yes ____ No ____

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any contract with any public entity?

Yes ____ No ____

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any contract with any public entity?

Yes ____ No ____

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any contract with any public entity?

Yes ____ No ____

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Texas governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Texas law.

Yes ____ No ____

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Texas Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes ____ No ____

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

Yes ____ No ____

- h) Been assessed liquidated or other damages for failure to complete any contract on time?

Yes ____ No ____

- i) Been terminated for default under any contract with a public agency?

Yes ____ No ____

- j) Been the recipient of any claim in excess of \$500,000 relating to award of or performance of any contract with any public entity?

Yes ____ No ____

Explain the circumstances underlying any “yes” answers for the aforementioned questions on separate sheets attached hereto.



2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate and that I am the Respondent's Official Representative.

Executed _____, 20__.

By: _____

Print Name: _____

Title: _____



Exhibit C

Conflict of Interest Attestation

In order to fulfill reporting requirements to the CPS Energy Board of Trustees, Company must check one box for each of the following questions:

1. Is a current or former member of the CPS Energy Board of Trustees employed by, or otherwise on the payroll, of Company?
Yes ☐ No ☐
2. Is a current or former member of the CPS Energy Citizens Advisory Committee employed by, or otherwise on the payroll, of Company?
Yes ☐ No ☐
3. Is a former CPS Energy employee who was at the executive level or higher immediately prior to their departure from CPS Energy employed by, or otherwise on the payroll, of Company?
Yes ☐ No ☐

In accordance with CPS Energy procurement policies and procedures, CPS Energy shall enter into agreements based on "best value," which is the consideration of pricing together with several other factors, including, but not limited to, financial stability and economic development.

No Current or Prior Conflict of Interest. Company represents that it has/had no current or prior material business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would be inconsistent or incompatible with Company's obligations to CPS Energy under any resulting agreement.

Notice of Conflict. If any actual or potential conflict of interest arises under this Agreement, Company shall immediately inform CPS Energy in writing of such conflict.

Termination for Material Conflict. Notwithstanding the representations made above, if CPS Energy becomes aware of any conflict of interest, through Company's disclosure or otherwise, CPS Energy may terminate any resulting agreement without further liability to Company.

Verification / Declaration. I declare under penalty of perjury under the laws of the State of Texas that the foregoing declaration is true, correct and accurate and that I am the Respondent's Official Representative.

Executed _____, 20__.

By: _____

Print Name: _____

Title: _____

Company: _____