

**CITY OF SAN ANTONIO**

**Office of Sustainability**



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

for

**EECBG Low-income E-Bike Rebate Program**

**(RFQ 24-127; RFx 6100018406)**

**Release Date: August 19, 2024**

**Proposals Due: October 3, 2024; 11:00 AM Central Time**

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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 RFQ or proposal from the time the RFQ 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 RFQ 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 RFQ 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 RFQ entitled "Restrictions on Communication".

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## 003 – BACKGROUND

Reducing transportation energy consumption and reducing greenhouse gas (GHG) emissions are mitigation strategies called for in the City of San Antonio's (City) Climate Action & Adaptation Plan (CAAP). More than one-third of San Antonio's GHG emissions come from San Antonio's transportation sector. Encouraging San Antonio residents to utilize alternative modes of transportation, such as electric bicycles, or e-bikes, will reduce GHG emissions, improve air quality, and help transform how San Antonians travel.

The Low-Income E-bike Rebate Pilot Program will be funded by the Department of Energy (DOE) through the Energy Efficiency and Conservation Block Grant (EECBG) and managed by the City's Office of Sustainability (OS). This grant is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. The Low-Income E-bike Rebate Pilot Program will be subject to compliance with federal, state, and local laws and regulations, and administrative requirements pertaining to federal grants found in the Code of Federal Regulations. More information about EECBG can be found by clicking [here](#).

The Low-Income E-bike Rebate Pilot Program will improve San Antonio's air quality, decrease San Antonio's carbon footprint, and promote sustainable transportation by helping San Antonio residents in disadvantaged communities overcome barriers to e-bike ownership. The Low-Income E-bike Rebate Pilot Program will utilize up to \$244,000 to provide vouchers to low-income residents of San Antonio for the purchase of an e-bike. Providing the rebate to low-income residents in disadvantaged communities complies with the Justice40 Initiative, which seeks to make 40 percent of the overall benefits of certain Federal investments flow to disadvantaged communities that are marginalized, underserved, and overburdened by pollution.

The City of San Antonio will partner with Opportunity Home San Antonio (Opportunity Home), the Alamo Area Metropolitan Planning Organization (AAMPO) and the National Renewable Energy Laboratory (NREL). Opportunity Home serves as San Antonio's housing authority, with a commitment spanning more than 85 years to building and maintaining affordable housing for residents. Opportunity Home provides housing assistance to over 62,500 children, adults, and seniors through various housing programs. It is an ideal partner for the Low-Income E-bike Rebate Pilot Program because Opportunity Home residents have already undergone low-income verifications. To qualify for assistance from Opportunity Home, residents must meet the low-income definition set forth by the US Department of Housing and Urban Development (HUD), which defines the limit as 80 percent of the area median family income adjusted for family size.

Throughout the year, The City will ask the E-bike rebate recipients to participate in a user survey and utilize an app from National Renewable Energy Lab to assess ridership and program impact.

## 004 - SCOPE OF SERVICE

OS is seeking proposals from Respondent that stock and sell e-bikes to participate in the Low-Income E-bike Rebate Program.

### 1. Low-Income E-bike Rebate Pilot Program Description:

- a. The City and Opportunity Home will conduct outreach with Opportunity Home Residents to select participants for the e-bike rebate program. Participants will be chosen from a pool of Opportunity Home resident applications. Program participants must be 18 years of age or older. Only one (1) applicant per household will be selected to maximize household participation.

- b. Once program participants are chosen, participants will be required to attend and complete AAMPO's Street Skills class. Once the Street Skills class is complete, the applicant will be awarded a voucher for up to \$1,000 towards the purchase of an e-bike. The voucher will take the form of a document with a unique serial number and expiration date that will be presented to the Respondent by the voucher awardee.
- c. The awardee will present this voucher to the Respondent (bike shop). The Respondent will verify the awardee's identification against the voucher to ensure the voucher has not expired, the expiration for the voucher will be (30) thirty days from the date of issue. The Respondent will also be responsible for populating information on the voucher.
- d. Within three (3) business days, the Respondent will submit the voucher to the City (along with any other required information). The City will review and verify the voucher and create an invoice for the e-bike and send to the Respondent.
- e. Upon receiving the invoice, the Respondent will notify the voucher awardee to come in to pick up the e-bike they selected. At that time the Respondent will collect from the awardee any remaining amount due to complete the sale.
- f. The Respondent will verify the information on the invoice is correct, verify the awardee's government issued identification, and submit invoice and required documents to the City within three (3) business days. The City will verify and process the invoice for payment. The voucher and invoice process are described below.

## 2. Bike Shop Voucher Process:

- a. Upon selecting an e-bike, awardee will present the voucher to the bike shop.
- b. Bike shop will verify awardee's voucher with a form of government issued identification.
  - i. Bike shops must confirm that the name on each e-bike voucher matches the name of each e-bike buyer in-person at the time of sale.
- c. The following will be preprinted on the voucher:
  - i. Voucher number
  - ii. Name of awardee
  - iii. Voucher amount (up to \$1,000)
  - iv. Expiration date of voucher
- d. The bike shop will populate the following information on the voucher:
  - i. Make and model of e-bike.
  - ii. Total with tax.
  - iii. Out of pocket expense from awardee, if applicable.
  - iv. Shipping and other non-purchase price costs cannot be paid for via the voucher; only the retail cost of the e-bike and sales tax can be covered by the voucher.
  - v. Specify if e-bike is in stock or will be ordered with expected delivery date.
  - vi. Signatures from awardee and bike shop employee.
  - vii. Electronically submit voucher to CoSA to be verified and processed.

## 3. Bike Shop Invoice Process:

- a. Bike shop will receive invoice from CoSA and verify:
  - i. Payment remit information (name, address, etc.).
  - ii. Make and model of e-bike.
  - iii. Total sale price.
- b. When awardee is picking up e-bike, bike shop will:
  - i. Verify awardee's name matches voucher with a form of government issued identification.
  - ii. Provide awardee and CoSA with a receipt.

- iii. Have awardee and bike shop employee sign the invoice.
- iv. Electronically submit invoice and receipt to CoSA to be verified and processed for payment.

4. Bike Shop Participation and Expectations:

- a. The City will select up to five (5) Respondents to participate in the Low-Income E-bike Rebate Pilot Program.
- b. Only physical sales at participating locations will be permitted; online sales are not allowed. The program will not cover shipping costs. Respondents selected will prioritize being easily accessible to voucher awardees. Voucher awardees will be chosen in part based on their lack of transportation.
  - i. Participating bike shops must have a brick-and-mortar retail location in the City of San Antonio that sells qualifying e-bikes and provides on-site sales, service and repair.
- c. No refunds will be given for e-bikes purchased through this program. The bike may be returned for an exchange. If the new bike is less than the original amount, no money is to be returned to the awardee. If the new bike is more than the original amount, the difference is paid by the awardee (regardless of the original purchase price). The Low-Income E-bike Rebate Pilot Program encourages Respondents to allow voucher awardees to test drive bikes for fit.
- d. The voucher participant is responsible for any amount exceeding the value of the Voucher.
- e. There is no minimum or maximum purchase price.
- f. E-bike must be fully assembled and not in a box. Respondents may charge an assembly fee.
- g. The voucher amount will be taken off the price of the e-bike at the time of purchase.
- h. Voucher recipients will have 30 days to use the voucher.
- i. Rebates are not retroactive to past purchases.
- j. Bike shops that take part can only redeem vouchers for e-bikes that have batteries certified to meet City safety standards.
- k. Full-suspension mountain bikes are excluded from the program.
- l. E-cargo bicycles that have an extended frame designed to carry additional people or cargo, have a published cargo load carrying capacity of at least 100 lbs., and are eligible for a rebate.
- m. The rebate cannot be used to purchase conversion kits, and only to be used to purchase complete e-bikes.
- n. If the cost of the e-bike is less than the rebate, voucher holders will not receive the difference back as cash.
- o. The City reserves the right to suspend and/or remove approved bike shops from the program at any time if program rules are not being followed or the bike shop engages in unethical business practices.

5. E-bike specifications:

- a. E-bikes must be new. The Low-Income E-bike Rebate Pilot Program will not pay for used, refurbished, pre-owned e-bikes, or floor models.
- b. E-bike must be able to be plugged into standard 110 V outlet.
- c. E-bikes for this project must be either UL 2849 or UL 2271 evaluated, tested, and certified. UL 2849 certification or the logo, wordmark, or name of such accredited testing laboratory must be displayed on the packaging or documentation provided at the time of sale for such powered bicycle or directly on such powered bicycle or the battery of such bicycle. UL 2271 certification or the logo, wordmark, or name of such accredited testing laboratory must be displayed on the packaging or documentation provided at the time of sale for such storage battery or directly on such storage battery.
- d. E-bikes for this project must be either Class 1, 2, or 3, as defined by the Texas Transportation Code.

- i. Class 1 electric bicycle means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of 20 miles per hour or less.
- ii. Class 2 electric bicycle means an electric bicycle equipped with a motor that may be used to propel the bicycle without the pedaling of the rider and with a top assisted speed of 20 miles per hour or less.
- iii. Class 3 electric bicycle means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of more than 20 but less than 28 miles per hour.
- e. Each e-bike must be equipped with fully operable pedals.
- f. Each e-bike must be equipped an electric motor of fewer than 750 watts.
- g. Each e-bike must have a top assisted speed of 28 miles per hour or less. The Texas Transportation Code defines an electric bicycle as a bicycle equipped with fully operable pedals and an electric motor of fewer than 750 watts, and with a top assisted speed of 28 miles per hour or less. "Top assisted speed" means the speed at which the bicycle's motor ceases propelling the bicycle or assisting the rider.
- h. Each e-bike must not exceed a weight of 100 pounds. The City's Code of Ordinances defines an electric bicycle as a bicycle that is designed to be propelled by an electric motor, exclusively or in combination with the application of human power, cannot attain a speed of more than 20 miles per hour without the application of human power, and does not exceed a weight of 100 pounds.
- i. Note: The City's Code of Ordinances' definition of an electric bicycle does not contradict the Texas Transportation Code's definition of an electric bicycle.

## **005 - ADDITIONAL REQUIREMENTS**

### 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 claim 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 RFQ, 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.

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 RFQ 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 RFQ is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFQ 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.

### **006 - TERM OF CONTRACT**

This contract shall begin upon the effective date of the ordinance awarding the contract or November 1, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on October 31, 2026.

#### **Renewals:**

At City's option, this Contract may be renewed under the same terms and conditions for one (1) additional (1) year period. 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.

### **007 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at **10:00 a.m. Central Time, on Monday, August 26, 2024, via WebEx.** 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.

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

Toll Free Number: **1-415-655-0001**

Meeting number (access code): **2632 129 4521**

Meeting Link: **E-Bike2024**

Meeting password:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m593b2e32632eb78bff09c19358954444>

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 person identified in the Restrictions on Communication section, after the conclusion of the Conference.

## **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 must comply with the Restrictions on Communication section of this RFQ and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

**Respondent shall limit information regarding the Veteran-Owned Small Business Preference Program participation to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ 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.

## **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.

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

**EXPERIENCE, BACKGROUND AND QUALIFICATIONS.** Use the Form found in this RFQ as Attachment A, Part Two.

**PROPOSED PLAN.** Use the Form found in this RFQ as Attachment A, Part Three.

**\*PRICE SCHEDULE.** Use the Price Schedule that is found in this RFQ as Attachment B.

**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 handwritten 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.
  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 in Section 011 of this RFQ.

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

**\*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S).** Complete, sign, and submit any and all SBEDA form(s), found in this RFQ as Attachment E.

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

**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 RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

**CERTIFICATE OF INTERESTED PARTIES HB Form 1295.** Respondent must complete, sign and submit HB Form 1295 as RFQ Attachment H. 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 RFQ as Attachment I. 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 RFQ as Attachment J.

Respondent is expected to examine this RFQ 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 RFQ**

Changes to the RFQ, 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 RFQ.

## **010 - SUBMISSION OF PROPOSAL**

Proposals must be submitted electronically through the portal. Respondent must comply with the Restrictions on Communication section of this RFQ and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

**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 the Veteran-Owned Small Business Preference Program participation to the respective section designated for this information. PLACING PROGRAM PARTICIPATION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ 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 Thursday, October 3, 2024**, 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, Procurement 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 RFQ 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>. 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 RFQ shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFQ as Attachment A.

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 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, regarding the RFQ or proposal from the time the RFQ 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 RFQ 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 RFQ 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 RFQ at the Pre-Submittal Conference.

**Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until 4:00 p.m., Central Time, on August 28, 2024.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Gregory Desir, Procurement Specialist III**  
**City of San Antonio, Finance Department – Procurement Division**  
[Gregory.Desir@sanantonio.gov](mailto:Gregory.Desir@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 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. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than five (5) people of Respondent's choosing and subject to City's approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

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, and anticipated City Council agenda date.

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

### **Evaluation Criteria:**

#### **A. Experience, Background and Qualifications (50 points):**

#### **B. Proposed Plan (45 points):**

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

Five (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 (1), more than one (1) or no contract(s) in response to this RFQ.

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 RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one (1) or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.

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

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

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, City Tower, Concourse Level (C), 100 W. Houston, San Antonio, TX, 78205.

Do not include these forms with your proposal. The Procurement 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 RFQ:

<b>RFQ Release Date:</b>	August 19, 2024
<b>Pre-Submittal Conference:</b>	August 26, 2024 @ 10:00 a.m., Central Time
<b>Final Questions Accepted:</b>	August 28, 2024 @ 4:00 p.m., Central Time
<b>Proposal Due:</b>	October 3, 2024 @ 11:00 a.m., Central Time

## 015 - RFQ EXHIBITS

### RFQ EXHIBIT 1

#### INSURANCE REQUIREMENTS

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

No later than 30 days before the scheduled service under this Agreement, RESPONDENT must provide a completed Certificate(s) of Insurance to the Office of Sustainability. The certificate must be:

- clearly labeled with the legal name of the Agreement in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Office of Sustainability. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, RESPONDENT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

RESPONDENT shall obtain and maintain in full force and effect for the duration of this Agreement, at RESPONDENT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the RESPONDENT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation*	Statutory
2. Employers' Liability*	\$500,000/\$500,000/\$500,000
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	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

e. Independent Contractors*	
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 \$250,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

RESPONDENT must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of RESPONDENT and provide a certificate of insurance and endorsement that names RESPONDENT and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. RESPONDENT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
**Office of Sustainability**  
 Attn: Director  
 100 W. Houston Street, 7<sup>th</sup> Floor  
 San Antonio, TX 78205

RESPONDENT's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Respondent shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon RESPONDENT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order RESPONDENT to stop work and/or withhold any payment(s) which become due to RESPONDENT under this Agreement until RESPONDENT demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which RESPONDENT may be held responsible for payments of damages to persons or property resulting from RESPONDENT'S or its subcontractors' performance of the work covered under this Agreement.

RESPONDENT'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

RESPONDENT and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## RFQ EXHIBIT 2

### INDEMNIFICATION REQUIREMENTS

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

#### INDEMNIFICATION

**RESPONDENT** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY** directly or indirectly arising out of, resulting from or related to **RESPONDENT'S** activities under this 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.

### **RFQ EXHIBIT 3**

#### **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.

## RFQ EXHIBIT 4

### 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.

## **RFQ EXHIBIT 5**

### **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 ten (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.

## RFQ EXHIBIT 6

### **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 ten (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.

## **RFQ EXHIBIT 7**

### **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.

## **RFQ EXHIBIT 8**

### **SOLID WASTE DISPOSAL ACT**

#### Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## 016 - RFQ ATTACHMENTS

### RFQ ATTACHMENT A, PART ONE

#### 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: \_\_\_\_\_

Unique Entity ID (generated by SAM.gov): \_\_\_\_\_

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: \_\_\_\_\_

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

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

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

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

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

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

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

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

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List Related Companies:

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- 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.

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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.

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

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

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

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

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

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

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

**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. References MUST be from outside of the City of San Antonio, City of San Antonio references will not be accepted.

### **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: \_\_\_\_\_

\_\_\_\_\_

## RFQ ATTACHMENT A, PART TWO

### **EXPERIENCE, BACKGROUND AND 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.

1. Describe Respondent's experience relevant to each of the components of the Scope of Services requested by this RFQ. List and describe relevant projects of similar size and scope performed over the past ten (10) years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. For each of the components, describe staffing and other resources to be dedicated:
  - a. List other resources, including a total number of employees, number, and location of offices, number, and types of equipment available to support this project.
  - b. If proposing as a team, joint venture, or including subcontractors, explain the rationale for selecting the team and describe the extent of prior collaboration. Provide information on participation in Small Business Economic Development Advocacy Program, Local Preference Program, and Veteran-Owned Small Business Preference Program.
  - c. Specify the number and professional qualifications (licenses, certifications, associations) of staff assigned to the project. Detail relevant experience on projects of similar size and scope.
4. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
5. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
6. Please describe any experience you have working with vouchers or instant rebates.
7. Highlight any challenges or limitations in accepting or processing vouchers.
8. Please describe the physical location where e-bike sales will take place. Does this location offer e-bike repair services? What other relevant services or products are offered at this location?
  - a. Bike Shop Name and Address
  - b. Website URL
  - c. On-Site Point of Contact (to include Name, Email and Phone Number)
  - d. Do you have a brick-and-mortar retail location in the City of San Antonio?
9. Do you stock and sell qualifying e-bikes on-site (full-suspension mountain bikes are excluded from the program? Do you stock and sell qualifying e-cargo bikes on-site? Do you provide basic services on-site (e.g., flat fix, tire install, chain install, chain clean & lube, crank install, pedal install, brake adjustments, brake bleeds, wheel truing, etc.)? Do you provide e-bike services on-site (e.g., battery is not charging, throttle/pedal assist is not working, etc)?
10. Is your Point of Sale (POS) system able to calculate sales tax based on the actual retail cost of the bike, not the discounted price?

## RFQ ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items:

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Refer to section 4 Scope of Work E-bike Specifications for this project. Please provide information on e-bikes that you plan to offer for sale to voucher awardees, including make, model, price, UL certification, battery wattage, weight, whether e-bike has fully operable pedals, and class type (class 1, 2, or 3).
3. This project will require attending at least one workshop (approximately 2 hours), training on voucher processing (approximately 2 hours), ongoing processing of vouchers, and ongoing coordination with City staff. Please describe your ability to participate in these activities throughout the duration of the project.
4. **E-BIKE PRICES**  
In the space below, Respondent will provide information on e-bikes that will be offered to project participants. Please include a description of the e-bike, the serial or model number, and the price that the e-bike will be sold for (please include tax). If more lines are needed, please list e-bikes on a separate document.

Pricing below should reflect e-bikes that will be offered for sale within the scope of services of this RFQ.

E-Bike Description	E-Bike Serial/Model Number	Price with Tax
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

\*E-Bikes submitted are for the purposes of the RFQ and can be updated as new models/brands are made available as long as they meet the specifications described within Section 004 Scope of Service, 5. E-bike specifications.

## RFQ ATTACHMENT B

### **CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form with the proposal. 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 in Section 011 of this RFQ.

**RFQ ATTACHMENT C**

**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.**

**RFQ ATTACHMENT D**

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

Posted as a separate document.

## RFQ ATTACHMENT E

### **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 RFQ 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.

## RFQ ATTACHMENT F

### 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>.

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 RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 1 & 2.

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

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.

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.

## RFQ ATTACHMENT G

### PROPOSAL CHECKLIST

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 Veteran-Owned Small Business Preference Program participation to the respective section designated for this information. PLACING PROGRAM PARTICIPATION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ 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 Three (3) Reference Letters RFQ Attachment A, Part One	
Experience, Background and Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
+Contracts Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
+Veteran-Owned Small Business Preference Program Identification Form RFQ Attachment D	
Proof of Insurability (See RFQ Exhibit 1) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
+Certificate of Interested Parties (Form 1295) RFQ Attachment E	
+Signature Page RFQ Attachment F	
Proposal Checklist RFQ Attachment G	
+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 signed prior to submittal of the proposal.**