

City of San Antonio



AGENDA

City Council A Session

Municipal Plaza Building
114 W. Commerce Street
San Antonio, Texas 78205

Thursday, March 27, 2025

9:00 AM

Municipal Plaza Building

The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

9:00AM: Call to Order

Members of the public can comment on items on the agenda. To sign up to speak visit www.saspeakup.com. Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at www.saspeakup.com. VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

ACCESS STATEMENT

The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/DEI/Language-Services>. Providing at least 72 hours' notice will help to ensure availability.

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit www.sanantonio.gov or call (210) 207-7080.

- 20.** Ordinance approving a contract with Pedal Guerrero, Inc., to participate in the Low-Income E-bike Rebate Program for the City of San Antonio's Office of Sustainability for an estimated total cost of up to \$244,000 for 244 E-bike vouchers for the term starting March 27, 2025 through December 31, 2026, with one additional, one-year renewal option. Funding is from the U.S. Department of Energy (DOE) Energy Efficiency Conservation Block Grant (EECBG). [David McCary, Assistant City Manager; Douglas Melnick, Chief Sustainability Officer]

THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 03/30/2025 08:38 AM



City of San Antonio

Agenda Memorandum

File Number:

Agenda Item Number: 20

Agenda Date: March 27, 2025

In Control: City Council A Session

DEPARTMENT: Office of Sustainability

DEPARTMENT HEAD: Douglas Melnick

COUNCIL DISTRICTS IMPACTED: Citywide

SUBJECT:

Ordinance approving a contract with Pedal Guerrero, Inc., to participate in the Low-Income E-bike Rebate Program for the City of San Antonio's Office of Sustainability for the term starting March 27, 2025, through December 31, 2026, with one additional one-year renewal option for an estimated total cost of up to \$244,000.00 for 244 E-bike vouchers. Funding is available from the U.S. Department of Energy (DOE) Energy Efficiency Conservation Block Grant (EECBG) . [David McCary, Assistant City Manager; Douglas Melnick, Chief Sustainability Officer]

SUMMARY:

This ordinance authorizes a contract with Pedal Guerrero, Inc., to participate in the Low-Income E-bike Rebate Program for the City of San Antonio's Office of Sustainability for an estimated total cost of up to \$244,000.00 for 244 E-bike vouchers for the term starting March 20, 2025 through December 31, 2026, with one additional, one-year renewal option. Funding is available from the U.S. Department of Energy (DOE) Energy Efficiency Conservation Block Grant (EECBG) .

BACKGROUND INFORMATION:

Submitted for City Council consideration is a proposal submitted by Pedal Guerrero, Inc. to participate in the Low-Income E-Bike Rebate Program. This pilot program will allow low-income

residents to utilize vouchers to assist in purchasing an e-bike from Pedal, Guerrero, Inc. The vendor will be reimbursed the voucher value after purchase.

In 2017, the City of San Antonio City Council set a goal to become carbon neutral by 2050, and after extensive community input, City Council passed the SA Climate Ready Climate Action and Adaptation Plan (CAAP) on October 17, 2019.

On July 1, 2024, the City of San Antonio was awarded a EECBG grant from the DOE. This grant is designed to assist states, local governments, and tribes in implementing strategies to reduce energy use, decrease fossil fuel emissions, and 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.

The City issued a Request for Qualifications (RFQ) for “EECBG Low-Income E-bike Rebate Program” (RFQ 24-127, 6100018406) on August 19, 2024, with a submission deadline of October 3, 2024. The RFQ was advertised in the HartBeat, TVSA channel, the City’s Bidding & Contracting Opportunities website, the San Antonio e-Procurement System and an email notification was released to a list of potential respondents. Two proposals were received, and one proposal was deemed nonresponsive. The firm provided a substantially incomplete proposal. The remaining proposal was deemed responsive for evaluation.

The evaluation committee consisted of representatives from the Office of Sustainability and Opportunity Home San Antonio. The Finance Department, Procurement Division assisted by ensuring compliance with City procurement policies and procedures. The evaluation of each proposal was based on a total of 100 points: 50 points allotted for experience, background and qualifications; 45 points allotted for proposed plan; and 5 preference points allotted for the Veteran-Owned Small Business Preference Program. Additional categories of consideration included references and financial qualifications.

The evaluation committee met on October 30, 2024, to discuss the sole responsive respondent’s proposal that was received. After committee review and evaluation, Pedal Guerrero, Inc. was recommended for award by the evaluation committee based on consensus scoring.

On January 8, 2025, OS submitted a work plan amendment to the DOE requesting to reallocate approved EECBG funds that were initially budgeted for personnel services, to allow for the purchase of an additional 181 E-bike vouchers, the additional funds for more E-bike vouchers would enhance the pilot programs impact. OS continues to monitor the federal discussions related to grants; however, OS has not received any notification regarding changes to the EECBG award. Additionally, on March 12, 2025, OS received written confirmation from U.S.D.O.E Program Staff that CoSA has approval to proceed with implementing approved EECBG activities.

The initial term of the agreement will be for the period beginning on March 27, 2025, through December 31, 2026, with one additional, one-year renewals at the City’s option which will also be authorized by this ordinance. The agreement is contingent upon the continued availability of

EECBG funds.

ISSUE:

This contract will provide e-bikes as part of the Low-Income E-bike Rebate Program for the Office of Sustainability.

The Office of Sustainability will partner with Neighborhood and Housing Services Department (NHSD) to target vouchers for income-qualified individuals. As NHSD administers several federal programs that have specific income requirements, OS will utilize past NHSD program recipients as a pool of candidates for this pilot program. OS will solicit applications from these individuals from all City Council Districts with voucher priority given to residents in Districts 2, 3, 4, and 5 based on San Antonio's climate and equity indicators.

As part of this application process, OS will provide numerous avenues for applicants to learn about the pilot program including web-based and in-person opportunities. Utilizing a lottery-based system, successful applicants will receive a \$1,000.00 voucher for the purchase of an e-bike that can be redeemed at the authorized bike shop. Recipients will be able to redeem the voucher for pre-approved models. Any costs above \$1,000.00 is the responsibility of the voucher recipient.

The City of San Antonio will also partner with the Alamo Area Metropolitan Planning Organization (AAMPO) and the National Renewable Energy Laboratory (NREL). AAMPO will host Street Skills training sessions, which are free, hour-long classes that cover important street riding information, and provides real-life examples of city bicycling scenarios and how best to handle them. Every Street Skills participant receives a free helmet and bike light set at the completion of the class. The City of San Antonio will also ask the e-bike rebate recipients to participate in a user survey and utilize an app from NREL to assess ridership and program impact.

The Low-Income E-bike Rebate Pilot Program will utilize up to \$244,000.00 in federal EECBG funds from the DOE. Funds will be utilized to provide income-qualified residents in priority communities with vouchers for the purchase of an e-bike. Pedal Guerrero, Inc. will work with the City of San Antonio to accept vouchers providing participating residents a point-of-sale rebate on an e-bike. The point-of-sale rebate system keeps the purchase price of an e-bike affordable for residents that might otherwise not be able to purchase an e-bike.

The Local Preference Program is not applicable to this contract, as The Energy Efficiency and Conservation Block Grant (EECBG) does not mandate or encourage a geographic preference.

The Veteran-Owned Small Business Preference Program was applicable to this solicitation; however, since only one responsive proposal was deemed eligible for evaluation, the program was not scored. Rather, the evaluation committee reviewed and scored the proposal via consensus evaluation.

ALTERNATIVES:

City Council could elect to not approve the contract with Pedal Guerrero, Inc. potentially adversely impacting the Office of Sustainability's ability to deliver project milestones for the EECBG grant. Furthermore, greenhouse gas emission reductions associated with this project would not be realized.

FISCAL IMPACT:

This ordinance will approve a contract with Pedal Guerrero, Inc, in an estimated amount up to \$244,000.00 for 244 E-bike vouchers for the term starting March 27, 2025, through December 31, 2026, with one additional one-year renewal option. Funding is available from the Energy Efficiency and Conservation Block Grant from the Department of Energy grant (EECBG).

RECOMMENDATION:

Staff recommends approval of this ordinance. In addition, the Chief Sustainability Officer or designee is authorized to accept reallocated EECBG funds without the need for further actions by the City Council, should the DOE approve reallocation of grant funds, pending an EECBG work plan amendment request. The funds shall be handled consistent with this ordinance.



CITY OF SAN ANTONIO

Contract Disclosure Form

Please print completed form and submit with proposal.
All questions must be answered and sections must be completed.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

Inaccurate or incomplete disclosures may affect eligibility.

*This is a:

☒ New Submission ☐ Correction ☐ Update to previous submission

*1) Contract Information

a) Contract or Project Name:

RFQ 24-127; RFx 6100018406 EECBG Low-income E-Bike Rebate Program

b) Department:

Office of Sustainability

*2) Disclosure of parties, owners, and closely related persons.

a) LEGAL NAME (must match the name that will appear on the contract, if awarded).

Name

Pedal Guerrero Incorporated

b) Name and Title of Authorized Signatory (person who will sign the contract)

Name

Title

Joseph Leon

Owner

c) Name of all Owners.

Name

Joseph Leon

d) Name of all Board Members.

Name

Joseph Leon

e) Name of all Executive Committee Members.

Name

N/A

f) Name of all Officers.

Name

Joseph Leon

***3) List any individual(s) or entity(ies) that is a partner, parent company, joint venture, or subsidiary entity(ies) of the individual or entity listed in Section 2 above.**

- ☒ Not applicable. Contracting party(ies) does not have partner, parent company, joint venture, or subsidiary entities.
- ☐ If applicable, list below names and type of relationship (partner, parent company, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:

***4) Subcontractor Information.**

- ☒ Not applicable. No subcontractors will be retained for this contract.
- ☐ Subcontractors may be retained, but have not been selected at the time of this submission.
- ☐ The following subcontractors have been retained for this contract (please list information below):

***5) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 2, 3, or 4 to assist in seeking this contract.**

- ☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- ☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***6) Disclosure of political contributions.**

List any campaign or officeholder contributions made in the past 24 months by individuals listed in Sections 2, 3, 4 or 5 to any current or former City Council member, candidate for City Council, or political action committee that contributes to City Council elections. Please include any indirect contributions made by a spouse (statutory or common-law) of any individual listed in Sections 2, 3 or 4:

- ☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
- ☐ If applicable, list below name of contributor; to whom; date; and amount:

***7) Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member?

- ☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.
- ☐ I am aware of the following conflict(s) of interest:

***8) Service on a City Board or Commission.**

Currently, or within the past twelve (12) months, have any individuals listed in Sections 2, 3, or 4, or their spouse, sibling, parent, child, or other first-degree family member by consanguinity or affinity, served on a City board or commission?

☐ Yes ☒ No

If yes, do any of the individuals own 10% or more of the voting stock or shares, or 10% or more of the fair market value of the entity seeking a contract with the City?

☐ Yes ☒ No

Acknowledgements***1. Updates Required**

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

***3. Contribution Prohibitions for "High-Profile" Contracts**

☒ This is not a high-profile contract.

☐ This is a high-profile contract. If this is a high-profile contract, please acknowledge the following:

- ☐ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that certain individuals as outlined in Section 2-309 of the Municipal Campaign Finance Code are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded.
- ☐ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.
- ☐ **PENALTY:** I acknowledge that if any of the individuals or entities identified in Section 2-309 of the Municipal Campaign Finance Code make a prohibited contribution during the blackout period, the City cannot award the contract to them. Additionally, City Council may void any contract awarded in violation of this provision.

***4. Prohibited Interest in Contracts**

- ☒ I acknowledge that under the City Charter and Ethics Code, City Officers (including members of certain boards and commissions considered "more than advisory" in nature) and certain City Employees, as well as their close family members, and businesses they or their family own (with a 10% or greater interest) are prohibited from obtaining contracts with the City during their service. This includes subcontracts and applies to related businesses. These individuals and their families remain prohibited from obtaining discretionary contracts for one year after leaving City service.

***5. Conflicts of Interest Questionnaire (CIQ)**

- ☒ I understand Chapter 176 of the Local Government Code requires certain contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if the contract is not designated as "High Profile". I acknowledge that I have been advised of the requirement.

***Oath**

I swear or affirm that the statements contained in this Contract Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

*** Print Name:**

Joseph Leon

*** Signature:****Title:**

Owner

Date:

10/1/2024

*** Company Name:**

Pedal Guerrero, Inc

Please print completed form and submit with proposal.
All questions must be answered and sections must be completed.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Contract Disclosure Form
Rev. 09/07/2021

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
PEDAL GUERRERO, INC
FOR**

EECBG LOW-INCOME E-BIKE REBATE PROGRAM (RFQ 24-127; RFx 6100018406)

**STATE OF TEXAS §
 §
COUNTY OF BEXAR §**

I. AGREEMENT

1.1 This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and Pedal Guerrero, Inc., a corporation, registered in the State of Texas (hereinafter referred to as "Guerrero" or "Consultant"), said Agreement being executed pursuant to Ordinance No. _____ passed and approved by the City Council on December 12, 2024. The purpose of this agreement is for the City to provide vouchers to eligible individuals to use at the Consultant's shop to procure an E-Bike for their use. Terms and conditions for performance and compensation payment for this Agreement are set forth in the following documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I – Request for Qualifications – EECBG Low-income E-Bike Rebate Program (RFQ 24-127; RFx 6100018406), Issued by the City on August 19, 2024;
2. Exhibit II – Addendum I, Issued by the City August 30, 2024;
3. Exhibit III – Addendum II, Issued by the City on September 19, 2024
4. Exhibit IV – RFQ Response by Consultant, dated October 1, 2024;
5. Exhibit V – Price Schedule. Submitted by Consultant in the response to the RFQ, as RFQ Attachment A, Part 3;
6. Exhibit VI – Copy of enabling Ordinance No. _____.

1.2 Further, Consultant's responses to the RFQ, and its addendum are also fully incorporated by reference as Exhibits hereto, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

1.3 The RFQ and its addendum govern Consultant's responses; this Integration Agreement governs both the RFQ and responses, in case of conflicts; the Enabling Ordinance governs all in case of conflict. This agreement supersedes any previous agreement or understanding of the parties, whether written or oral related to the subject matter of RFQ 24-127; RFx 6100018406.

II. TERMS

2.1 The term of this Agreement is for two (2) years and shall commence, after approval by the City Council as signified by the passage of an Ordinance, on the date recited in the enabling Ordinance, and terminate on December 31, 2026. At the City's sole option, this Agreement may be renewed for one (1) additional renewal term of one (1) year, under the same terms and conditions, with no further action by City Council.

III. SCOPE OF WORK

3.1 The City will provide eligible individuals with vouchers for the purchase of E-Bikes which meet the requirements set out in the RFQ. The Scope of Work is attached hereto and incorporated for all intents and purposes as Exhibits "I-III".

3.2 Consultant agrees to work with persons holding a voucher from the City and provide the services described in Exhibits "I-III", "Scope of Work", in exchange for the compensation described in Article III. "Compensation To Consultant".

3.3 All work performed by Consultant hereunder shall be performed to the satisfaction of the City's Chief Sustainability Officer (hereinafter "Director"). The determination made by Director shall be final, binding, and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VI. Termination in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

3.4 This Agreement shall control any conflict between the Scope of Work and the terms of this Agreement.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner working with the holder of the voucher, as determined solely by Director, of services and activities set forth in this Agreement, City agrees to pay Consultant the amount of said voucher not to exceed **One Thousand Dollars and no/100 (\$1,000.00)** towards the purchase of an E-Bike meeting the requirements set out in the RFQ. It is understood that the amount paid under this Section 3.1 shall be the maximum amount to be paid to Consultant by City for any one voucher. Consultant shall be solely responsible for working with the voucher holder to cover all additional funding associated with the purchase of the E-Bike.

4.2 City reserves the right to remit final payment only after the completion of all deliverables as set forth in the RFQ being met to the satisfaction of the Director or his/her designee. Invoices shall be submitted in a form as set out in the RFQ, which shall be paid within 30 days of receipt and approval by Director or his/her designee. Invoices shall be submitted to: City of San Antonio,

Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable to Consultant by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 3.1 above. Total payments to Consultant cannot exceed that amount set forth in Section 3.1 above, without prior approval and agreement of all parties, including, if necessary, the City of San Antonio's City Council, evidenced in writing or by adoption of ordinance.

4.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party other than Consultant for the payment of any monies or the provision of any goods or services.

4.5 Adversarial Proceedings – No monies paid to Consultant under this Agreement can be used to pay costs pertaining to or in any way fund any adversarial proceeding against the City relating to this Agreement or in any other matter involving the City and Consultant. "Adversarial Proceeding" shall mean any matter in which interests of the City and Consultant are not aligned or are otherwise contrary to one another. This includes a matter in dispute, litigation, claim, or other action taken against the City in law or equity or based upon any other legal theory, seeking any remedy from the City.

V. RECORD RETENTION

5.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

5.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

5.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VI. NOTICE

6.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same via United States Postal Service by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Douglas Melnick
Chief Sustainability Officer
Office of Sustainability
100 W. Houston Street, 7th Floor
San Antonio, Texas 78205

If intended for Consultant, to:

Pedal Guerrero
Attn: Joseph Leon
3700 Fredericksburg Rd., STE 101
San Antonio, Texas 78201

VII. CITY'S RIGHT TO AUDIT

7.1 The City reserves the right to conduct or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City during the performance period. The City may engage a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, to perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Consultant agrees to make available to City all accounting and Project records. Consultant acknowledges that this provision shall not limit the City from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the City 's attention which are other than routine.

7.2 If the City determines, in its sole discretion, that Consultant is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Consultant pay for such audit from non- City resources if Consultant is found to be at fault.

VIII. ASSIGNMENT AND SUBCONTRACTING

8.1 Consultant shall supply qualified personnel, including vehicle operators, as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

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

8.3 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of all or any part of its rights, title or interest in this Agreement, City may, at its option, cancel this Agreement, and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with the termination provisions herein, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

IX. INSURANCE

9.1 No later than 30 days before contract execution or the beginning of each annual term, Consultant must provide a completed Certificate(s) of Insurance to City's Solid Waste Management Department.

9.2 The certificate must be:

- 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);
- properly endorsed and have the agent's signature, and phone number,

9.3 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 City's Solid Waste Management Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

9.5 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.

9.6 Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted doing 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:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Environmental Insurance – (Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

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

9.8 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. Consultant 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
Attn: Solid Waste Management Department

9.9 Consultant'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.
- Consultant 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.

9.10 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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.

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

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

9.13 Consultant'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.

9.14 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.

9.15 Consultant and any subcontractor are responsible for all damage to their own equipment

and/or property resulting from their own negligence.

X. NONWAIVER OF PERFORMANCE

10.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist, in any one or more cases, upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the Director. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XI. INDEPENDENT CONTRACTOR

11.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and Consultant; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors, and Consultant, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XII. TERMINATION

12.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement, or earlier termination pursuant to any of the provisions hereof.

12.2 Termination Without Cause. This Agreement may be terminated by either party upon written notice, which notice shall be provided in accordance with this Agreement.

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

12.4 Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense.

12.5 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

12.6 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

XIII. AMENDMENTS

13.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant. Director or his/her designee shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to the requirements of the City's charter or contracting policies and contingent upon appropriation of funds for any increase in expenditures by the City.

XIV. INDEMNIFICATION

14.1 CONSULTANT 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 to the extent arising out of, resulting from or related to CONSULTANT'S negligence or willful misconduct under this Agreement, including any negligence or willful misconduct of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its subcontractors, agents, or its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN

THE EVENT CONSULTANT 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, Consultant agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

14.2 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. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph.

14.3 Defense Counsel - City shall have the right to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City unless such right is expressly waived by City in writing. Consultant 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 Consultant fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant 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.

14.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of Consultant, 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 Consultant or any subcontractor under worker's compensation or other employee benefit acts.

XV. FORCE MAJEURE

15.1 All parties hereto shall use all due diligence to perform and take all necessary measures in good faith to perform the obligations contained herein; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, governmental act or order, epidemic, pandemic, or any other good cause beyond the reasonable control of such party, then the time for performance as therein specified shall be approximately extended by the amount of the delay actually so caused.

XVI. CHOICE OF LAW

16.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE

PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. TEXAS CONFLICTS OF LAW RULES SHALL NOT BE USED TO CAUSE THE APPLICATION OF LAW OF A JURISDICTION OTHER THAN TEXAS.

16.2 THE OBLIGATIONS PERFORMABLE HEREUNDER BY BOTH PARTIES SHALL BE DEEMED PERFORMABLE IN SAN ANTONIO, BEXAR COUNTY, TEXAS. ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

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

16.4 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. Consultant 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 Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XVII. LICENSES/CERTIFICATIONS

17.1 Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

18.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. ADDITIONAL PROVISIONS

19.1 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 executing this Agreement with the City, Consultant hereby verifies that it does not boycott Israel, and will not boycott Israel during the Term of the Agreement. The City hereby relies on Consultant’s verification. If found to be false, the City may terminate this Agreement for material breach.

19.2 Boycotting Certain Energy Companies.

This section only applies to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

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

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

By or executing contract this Agreement with the City, Consultant hereby verifies that it does not boycott energy companies and will not boycott energy companies during the Term of this Agreement. The City hereby relies on Consultant's verification. If found to be false, the City may terminate this Agreement for material breach.

19.3 Firearm Entities.

This section only applies to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

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

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

By executing this Agreement with the City, Consultant 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 Agreement against a firearm entity or firearm trade association. The City hereby relies on Consultant's verification. If found to be false, the City may terminate this Agreement for material breach.

19.4 Prohibition On Contracts With Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization: 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. Consultant 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 Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XX. SEVERABILITY

20.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. ENTIRE AGREEMENT


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

Agreed, Consented to, and Executed this ____ day of November, 2024.

CITY OF SAN ANTONIO

David McCary
Assistant City Manager

PEDAL GUERRERO, INC.



Joseph Leon
Owner

APPROVED AS TO FORM:

Andrew Segovia
City Attorney

By: 

Assistant City Attorney

EXHIBIT LIST

1. Exhibit I – Request for Qualifications – EECBG Low-income E-Bike Rebate Program (RFQ 24-127; RFx 6100018406), Issued by the City on August 19, 2024;
2. Exhibit II – Addendum I, Issued by the City August 30, 2024;
3. Exhibit III – Addendum II, Issued by the City on September 19, 2024;
4. Exhibit IV – RFQ Response by Consultant, dated October 1, 2024;
5. Exhibit V – Price Schedule. Submitted by Consultant in the response to the RFQ, as RFQ Attachment A, Part 3;
6. Exhibit VI – Copy of enabling Ordinance No. _____.



ADDENDUM I

SUBJECT: EECBG Low-income E-Bike Rebate Program, (RFQ 24-127, 6100018406), Scheduled to Close: Thursday, September 19, 2024; Date of Issue: Monday, August 19, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager

DATE: August 30, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 1: Will the E-Bikes sold through the Low-Income E-Bike Rebate Pilot Program need to meet UL, CL or CE electrical standards?
Post Covid, there has been an increase in "cheap" E-Bikes being imported into the US, with declared value under \$800. AKA: Dumping...
The \$800 import threshold — known as the de minimis value — allows direct-to-consumer retailers, particularly from China, to sell lithium-ion batteries and E-Bikes without certificates of conformity. They can be sold well below market cost because no duties, federal, state, or local taxes are paid. Those products also can enter the U.S. market bypassing Consumer Product Safety Commission regulations because off-shore retailers are out of reach of the U.S. government and legal system. Many IBD's (Independent Bicycle Dealers) do not carry these products due to safety concerns, reliability, and lack of backend service/support. Most eBikes that meet these safety standards/requirements, and sold through IBD channels, retail well above \$1000. Therefore, many IBD's may not even consider participating in this program due to these liability concerns.
How will this issue be addressed?

Response: Yes, as stated in the RFQ, Section 004 SCOPE OF SERVICE: E-Bikes for this project must be either UL 2849 or UL 2271 evaluated, tested, and certified.
Also outlined in the RFQ, Section 003 BACKGROUND, the Low-Income E-Bike Rebate Pilot Program aims to promote sustainable transportation by assisting San Antonio residents in disadvantaged communities with e-bike ownership. The \$1,000 rebate is designed to aid in purchasing an e-bike but does not set a price limit. In RFQ Attachment A, Part Three, PROPOSED PLAN, Respondents must provide information, including pricing, on e-bikes they propose for the program. There are no specified price limits in the RFQ; Respondents

may list any e-bike that meets the criteria in Section 004 SCOPE OF SERVICE, Part 5, and wish to include in the program. Section 004 SCOPE OF SERVICE, Part 4, also speaks to the requirement that all bike shops must have a brick-and-mortar retail location in the City of San Antonio and no online sales are allowed.

Question 2: How will the Low-Income E-Bike Rebate Pilot Program handle reimbursement payments? More specifically, after vouchers have been submitted by participating retailers for payment, how long will retailers need to wait until they receive those payments?

Response: Section 004 SCOPE OF SERVICE, Parts 2 and 3, outlines the processes for vouchers and invoices. Once the participating retailer completes the invoice procedure and submits it to the City of San Antonio, payment will be prioritized and processed as quickly as possible. While we aim to expedite reimbursement, please note that the timeline cannot be guaranteed as City staff must verify and process the invoice.

Stacey L. Czachor

Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: EECBG Low-income E-Bike Rebate Program, (RFQ 24-127, 6100018406), Scheduled to Close: Thursday, September 19, 2024; Date of Issue: Monday, August 19, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager

DATE: September 19, 2024

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED
REQUEST FOR QUALIFICATIONS**

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

1. **REVISE:** The RFQ submission deadline has been extended to **October 3, 2024 at 11:00 a.m. Central Time.**

Stacey L. Czachor

Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager
Finance Department - Procurement Division

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

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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Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFQ or web links, as indicated.		
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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 awardees 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

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 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:

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

INSURANCE TYPE	LIMITS
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, 7th 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:

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

Yes ____ No ____ If "Yes", provide registration number.

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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.

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.

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.

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.

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

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) 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 COMPLETE (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.

***THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL,
SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL***

AN ORDINANCE

**ORDINANCE APPROVING A CONTRACT WITH PEDAL GUERRERO,
INC., TO PARTICIPATE IN THE LOW-INCOME E-BIKE REBATE
PROGRAM FOR THE CITY OF SAN ANTONIO'S OFFICE OF
SUSTAINABILITY BEGINNING ON JANUARY 1, 2025, THROUGH
DECEMBER 31, 2026, WITH ONE ADDITIONAL YEAR RENEWAL
OPTION FOR A TOTAL COST OF \$244,000. FUNDING IS AVAILABLE
FROM THE US DEPARTMENT OF ENERGY (DOE) ENERGY
EFFICIENCY CONSERVATION BLOCK GRANT (EECBG) FUND**

* * * * *

WHEREAS, the SA Tomorrow Sustainability Plan was adopted by City Council on August 11, 2016 (Ordinance 2016-08-11-0590), seeking to incorporate the objectives of the Mission Verde Plan, while guiding the City toward smart, sustainable growth in preparation for the projected million-person influx by 2040; and

WHEREAS, in 2017, the City of San Antonio City Council set a goal to become carbon neutral by 2050, and after extensive community input, City Council passed the SA Climate Ready Climate Action and Adaptation Plan (CAAP) on October 17, 2019. Also in 2019, San Antonio was selected to join the American Cities Climate Challenge, a program to accelerate greenhouse gas reduction strategies in the building energy and transportation sectors; and

WHEREAS, on October 17, 2019, the City Council adopted Ordinance 2019-10-17-0840, the SA Climate Ready Climate Action and Adaptation Plan (CAAP) which call for San Antonio to be carbon neutral by 2050 and adapt to the rapidly accelerating impacts of climate change; and

WHEREAS, on July 1, 2024, the City of San Antonio was awarded an EECBG grant from the DOE. This grant is designed to assist states, local governments, and tribes in implementing strategies to reduce energy use, decrease fossil fuel emissions, and 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; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for "EECBG Low-Income E-bike Rebate Program" (RFQ 24-127, 6100018406). The RFQ was advertised in the HartBeat, TVSA channel, the City's Bidding & Contracting Opportunities website, the San Antonio e-Procurement System and an email notification was released to a list of potential respondents. The evaluation committee consisted of representatives from the Office of Sustainability and the Opportunity Home San Antonio. After committee review and evaluation, Pedal Guerrero, Inc. was recommended for award by the evaluation committee based on consensus scoring. The initial term of the agreement will be for the period beginning on January 1, 2025, through December 31,

2026, with one additional, one-year renewals at the City's option which will also be authorized by this ordinance, and

WHEREAS, the Office of Sustainability will work with City departments and partner organizations to identify and target vouchers for income-qualified individuals. Recipients will receive free, hour-long classes that cover important street riding information, and provides real-life examples of city bicycling scenarios and how best to handle them. Every Street Skills participant receives a free helmet and bike light set at the completion of the class.

WHEREAS, the Low-Income E-bike Rebate Pilot Program will utilize up to \$244,000 in federal EECBG funds from the DOE. Funds will be utilized to provide income-qualified residents with vouchers (valued up to \$1,000.00) for the purchase of an e-bike. Providing the rebate to low-income residents in disadvantaged communities complies with the Justice 40 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. Pedal Guerrero, Inc. will work with the City of San Antonio to accept vouchers that will give participating residents a point-of-sale rebate on an e-bike. The point-of-sale rebate system keeps the purchase price of an e-bike affordable for residents that might otherwise not be able to purchase an e-bike.; **NOW THEREFORE**,

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

SECTION 1. The City Manager or designee, or the Director of Solid Waste Management or designee is hereby authorized to accept an agreement with Pedal Guerrero, Inc. to provide e-bikes as part of the Low-Income E-bike Rebate Pilot Program. Funding in the amount of \$244,000.00 is available from the US Department of Energy (DOE) Energy Efficiency Conservation Block Grant (EECBG).

SECTION 2. The City Manager or designee, or the Director of Solid Waste Management or designee is further authorized to apply for and accept supplemental grant funds should DOE make additional funds available during the 2024 – 2025 grant cycle.

SECTION 3. Upon acceptance of this award, a new fund and internal order numbers will be created, upon which the sum of up to \$244,000.00 from the DOE will be appropriated in said fund.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. Effective Date. This ordinance is effective immediately after passage upon the receipt of eight affirmative votes, or, in the absence of eight affirmative votes, ten days after passage.

STB
3/20/2025
Item No.

PASSED and APPROVED this 27th day of March, 2025.

M A Y O R
RON NIRENBERG

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney