

ORDINANCE 2021-02-04-0069

APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND BLINK CHARGING COMPANY FOR PUBLICLY-ACCESSIBLE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON CITY PROPERTY.

* * * * *

WHEREAS, City Council adopted the SA Tomorrow Sustainability Plan on August 11, 2016, to guide the City toward smart, sustainable growth as it prepares for a million more people by 2040. On June 22, 2017, City Council passed a resolution in support of the Paris Climate Agreement, directing city staff to develop a plan to help San Antonio meet the objectives of this agreement. On October 17, 2019, City Council adopted the SA Climate Ready Climate Action and Adaptation Plan (CAAP) with a main goal of achieving carbon neutrality by 2050; and

WHEREAS, promoting clean and efficient technologies, including electric vehicles (EV), is a mitigation strategy for reducing transportation consumption in the City of San Antonio's SA Tomorrow Sustainability Plan, the CAAP, the Ozone Attainment Master Plan and the American Cities Climate Challenge. The City of San Antonio Electric Vehicle Fleet Conversion and City-Wide Electric Vehicle Infrastructure Study, completed in December 2019, explains that charger availability is a major barrier to EV ownership in San Antonio. Large areas of San Antonio have no access to fast forms of public charging. In order to accelerate EV adoption and support EV drivers, the City needs to expand its EV charging infrastructure; and

WHEREAS, the Texas Volkswagen Environmental Mitigation Program (TxVEMP) for Light Duty Zero Emission Vehicle Level 2 Charging Equipment is a historic opportunity for grant funding that provides a pathway to not only more EV charging stations, but EV adoption among San Antonio's community, and a strategy for improved air quality and public health. TxVEMP grantees must pay project costs upfront, after which the Texas Commission on Environmental Quality (TCEQ) reimburses grantee for eligible activities. This supports the City's goals to reduce greenhouse gas emissions and ground-level ozone attributed to the transportation sector by encouraging cleaner fuel technologies, including electric vehicles; and

WHEREAS, on July 1, 2020 the City issued a Request for Proposals ("RFP") for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property (RFP 20-076) for cost-neutral business models with third-party electric vehicle supply equipment (EVSE) providers to install, operate, maintain, and own publicly accessible EV charging infrastructure on City property. Five firms responded to the RFP; the proposals were reviewed by an evaluation committee of representatives from several City departments with advisory members from CPS Energy and the Natural Resources Defense Council; after initial scoring, three respondents were selected for interviews and Blink Charging Company received the highest ranking and is recommended for award by the evaluation committee; and

WHEREAS, the term of this agreement is for one year with the option for the City to renew for four additional one-year terms, under the same terms and conditions. Blink will own and operate

the EVSE, assume all costs incurred, and provide a revenue sharing arrangement with COSA, as outlined in the Parking Agreement, which guarantees cost neutrality for the City; and

WHEREAS, this Ordinance authorizes an agreement between the City of San Antonio and Blink Charging Company for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property (RFP 20-076), at no cost to the City, for a one year term with the option for the City to renew for four additional one year terms, under the same terms and condition; **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 Sustainability or designee, is hereby authorized to negotiate and execute an agreement, and all related documents, with Blink Charging Company for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property (RFP 20-076), at no cost to the City, for a one year term, with the option to renew the agreement, without further Council Action, for four additional one year terms, under the same terms and conditions. The agreement is attached hereto and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days after the effective date.

SECTION 2. Funds generated by this ordinance will be deposited in Fund 55001000, Internal Order 280005500001, and General Ledger Account 4407725.

SECTION 3. 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 Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 4th day of February, 2021.

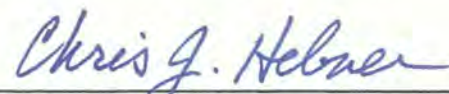

M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



for Andrew Segovia, City Attorney



City of San Antonio

City Council

February 04, 2021

Item: 24

File Number: 21-1105

Enactment Number:

2021-02-04-0069

Ordinance approving an agreement with Blink Charging Company to install, own and operate publicly accessible electric vehicle charging infrastructure on City property at no cost to the City. [David McCary, Assistant City Manager; Douglas Melnick, Chief Sustainability Officer]

Councilmember John Courage made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez and Courage

Absent: 1 Perry

CH
02/04/2021
Item No. 24

ATTACHMENT I

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
BLINK CHARGING COMPANY
FOR PUBLICLY-ACCESSIBLE ELECTRIC VEHICLE (EV) CHARGING
INFRASTRUCTURE ON CITY PROPERTY (RFP 20-076)**

**STATE OF TEXAS
COUNTY OF BEXAR**

This Integration 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

Blink Charging Co.
407 Lincoln Road, Suite 704
Miami Beach, FL 33139

a Corporation chartered under the laws of the State of Florida (hereinafter referred to as “Blink” or “Contractor”), said Agreement being executed by Michael D. Farkas, Founder, Executive Chairman and CEO, Blink Charging Co..

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposals (RFP) for “Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property” (RFP 20-076; RFx 6100012932) issued by the City on July 1, 2020.
2. Exhibit II, Addendum I to the RFP, dated July 21, 2020;
3. Exhibit III, Price Schedule submitted by Blink as RFP Attachment B.
4. Exhibit IV, Copy of the Enabling Ordinance, 2021-02-04-_____.
5. Exhibit V, Blink Charging Company Parking Agreement

Referenced Documents: Further, Blink’s response to the RFP, dated July 31, 2020, and Blink’s response to the City’s September 18, 2020 “Request for Clarification for Request for Proposals”, dated September 23, 2020, is also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFP governs Blink’s response; this Integration Agreement governs the RFP and response and the Exhibit V; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Compensation: As provided in the contract documents, Blink will provide, install, operate and maintain all electric vehicle support equipment (EVSE) and associated infrastructure under this Agreement at no cost to the City. This project is cost neutral for the City, and Blink will pay the City a 50/50 charging revenue share of the proceeds once revenue exceeds costs, as provided in Exhibit V, section 4. City funding will not be required during the term of this Agreement.

The Blink proposal is for a turn-key ownership model, where Blink is responsible for all costs and operations, and provides a revenue share to the City. This proposed structure guarantees cost neutrality for the City given they have no responsibility for program costs and will receive a revenue share to offset the city's program administration costs.

In order to ensure cost-neutrality to the City, Blink will own and operate the EVSE, assume all costs incurred, and provide a revenue sharing arrangement with COSA as outlined in the Parking Agreement (Exhibit V). Revenue share values will be determined by mutual agreement based on actual projects selected, actual costs incurred to deploy, and incentives available. Blink intends to fully pursue all grants, rebates, and incentives available, including the anticipated support through the TCEQ under the TxVEMP. The project may be implemented in phases in order to access funding opportunities. For example, TxVEMP allows grant applicants to apply for up to 50 activities every three months. Grantees must pay project costs upfront, after which TCEQ reimburses grantee for eligible activities.

If funding for the entire agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

Work Start Date: Work shall start immediately upon instruction to Blink from the Director, Office of Sustainability (the Chief Sustainability Officer) or designee, for performance of various City projects described in the RFP's scope of services and the contract documents identified above.

Term of Performance and Termination Date: The term of this agreement is for one year 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, or on the date of the last party to execute this agreement, and terminate on February 28, 2022. At the City's sole option, the Agreement may be renewed for four (4) additional one (1) year terms, under the same terms and conditions, subject to and contingent upon appropriation of funding therefore.

Adjustments to the RFP: In connection with Blink's submittal of its proposal in response to the RFP, the Parties have agreed to clarify the Scope of Services and other provisions in order to provide clear guidance and in the interests of avoiding future misunderstanding. The following changes to the RFP are agreed to by the Parties and hereby adopted:

Selection of Locations. The Request for Proposal includes 32 electric vehicle (EV) charging EVSE plugs or ports at suggested City-owned sites. Plugs refer to the number of charging 'spots' per location. Phase I may include additional sites and/or additional plugs at suggested sites. Other locations may be proposed and installed in future phases. All proposed locations may not be suitable for installation of EVSE based upon a detailed analysis and site visit.

Blink's initial evaluation recommends 140 Level 2 (L2 AC) charging plugs distributed across all properties and six (6) Level 3 (L3 DC) Fast chargers at three (3) locations with direct access to I-10/35/37. The terms of this contract cover only the infrastructure installed on City-owned property. Blink is free to locate additional EVSE in the San Antonio-area to further augment EVSE presence, brand awareness and network reach. For the City-owned sites, after installation and a suitable trial period, the City will consider equipment relocation and/or 'right-sizing' to support maximum use and meet customer demand.

The Parties have agreed that the following procedures will be used to select locations for installation of EVSE in the event the initial proposed locations are not suitable or additional locations are offered: Either Party can recommend a location. Blink will evaluate the location for suitability based upon their criteria and expertise. Both Parties shall agree to the installation of EVSE at a location. Blink will be responsible for the procurement and installation all EVSE equipment, infrastructure, operation, repair and maintenance, relocation, and for removal of the EVSE at the termination of the Agreement, unless arrangements are made with the City for other disposition prior to termination.

The initial proposed locations for the EVSE are as provided in the Parking Agreement (Exhibit V). Additional or substitute locations will be determined by Blink subject to approval by the Director using the procedures outlined above. Blink shall pay all costs associated with site preparation, installation, permits, ongoing operations and maintenance for the locations selected as detailed in the lease agreement. City will use its best efforts to facilitate Blink's negotiations with City departments. Advertising and corporate sponsorships on the EVSE will be permitted subject to review and approval by appropriate City departments and the Director.

TCEQ TxVEMP Grant. The Parties have agreed that Blink will apply for and accept grant funds from the Texas Commission on Environmental Quality (TCEQ) under the Texas Volkswagen Environmental Mitigation Program (TxVEMP) Level 2 EVSE grant funding opportunity. The Parties will coordinate the Agreement procedures to the grant requirements in order to receive the maximum amount of grant funding available. As grants are distributed via reimbursement of eligible costs, Blink agrees to front the funds necessary for Phase I deployment of EVSE and will pursue reimbursement directly with TCEQ. At this time, grant recipients will be eligible for a reimbursement of up to \$2,500.00 per activity (charging unit installed). Grant amounts and the percentages of eligible costs are as provided in the TxVEMP program.

Timeline and Deployment of EVSE. Upon execution of the contract, Blink and the City agree to immediately begin final vetting of the initial suggested City-owned sites in order to take advantage of the TxVEMP call for Level 2 EVSE projects. Blink agrees to pursue TxVEMP grant applications at the soonest possible opportunity, and both parties will work in good faith to line up contractor support, site prep, and utility agreements should a successful grant be awarded. City staff will assist with connecting Blink to utility and partner department representatives involved in project implementation.

Purchase of Energy. Blink will install a utility meter and establish new service for EV charging. Blink will be the utility customer and pay the charges as billed. If by mutual agreement, charging

loads are added to the existing facility loads and connected to a common meter, Blink will reimburse the City monthly for energy used at actual costs based on the utility charges at a specific site.

Reporting and Data Sharing. Blink agrees to supply City staff with monthly usage reports, at a minimum, or at staff's request when needed for ad hoc information-sharing for internal and external updates and decision-making. Usage reports should include site-level and system-wide usage data, in addition to any customer support issues or feedback.

Customer Interface and Marketing. Blink agrees to handle all customer interface to include marketing and outreach, payment and subscriptions, user questions, software and equipment issues, smart phone applications, repair tickets, etc. As a show of support and goodwill for the program's success, City will help market access to sites on City property and continue general electric vehicle driver awareness and education through its EVSA public information campaign, official website, and social media channels. Parties may negotiate mutually beneficial equipment branding to demonstrate the City's support of electric transportation on City-owned sites.

Equipment and Customer Response Time. Blink agrees that any repairs that can be corrected over the air will be completed within 24 hours; any repairs that require Blink to provide a replacement part will be completed within five business days with notification to the City as soon as possible; and any customer service issues not related to equipment shall be addressed within 24 hours.

Notice: 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 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,
Office of Sustainability
P.O. Box 839966
San Antonio, Texas 78283

If intended for Contractor, to:

Blink Charging Co.
Attn: Michael D. Farkas
407 Lincoln Road, Suite 704
Miami Beach, FL 33139

Assignment and Subcontracting: Contractor shall supply qualified personnel 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 Contractor. Contractor, its employees or its subcontractors shall perform all necessary work. It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use: **TBD**. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Director, prior to the provision of any services by said subcontractor.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.

Except as otherwise stated herein, Contractor 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, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

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 Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with the termination provisions above, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

Nonwaiver of Performance: 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.

Independent Contractor: Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. 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 Contractor under this Agreement and that the Contractor has no authority to bind the City.

Termination: For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated above, or earlier termination pursuant to any of the provisions hereof. This Agreement may be terminated without cause by City upon 90 calendar days written notice. Upon written notice City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided above in Assignment and Subcontracting, which shall constitute an Event for Cause under this Agreement.

Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

A. Blink shall fail to pay any revenue rebate or utility reimbursement as provided for in this Agreement and such failure shall continue for a period of ten (10) days after receipt by Blink of written notice thereof.

B. Blink shall neglect or fail to perform or observe any of the material terms, provisions, conditions or covenants herein contained, and if such neglect or failure should continue for a period of thirty (30) days after receipt by Blink of written notice of same, or if more than thirty (30) days shall be required because of the nature of the default, if Blink shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.

C. Blink shall become insolvent; take the benefit of any present or future insolvency statute; make a general assignment for the benefit of creditors; file a voluntary petition in

bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

D. An Order of Relief shall be entered, at the request of Blink or any of its creditors, under federal bankruptcy, reorganization laws or any law or statute of the United States or any state thereof.

E. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Blink and shall not be dismissed within thirty (30) days after the filing thereof.

F. Pursuant to, or under the authority of, any legislative act, resolution, rule, or any court, governmental, agency or board order or decree or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Blink and such possession or control shall continue in effect for a period of thirty (30) days.

G. Blink shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter.

H. The rights of Blink hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceeding or occurrence described in paragraphs C through G above.

I. Blink shall voluntarily discontinue its operations of the EVSE at any location for a period of sixty (60) consecutive days for reasons other than an act or omission of City, its agents, employees or contractors.

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.

Regardless of how this Agreement is terminated, Contractor shall affect 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 Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with records retention requirements. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

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

In the event this Agreement is terminated early by actions of the City, the parties may negotiate purchase by the City of installed charging equipment at amortized cost, assuming a five-year amortization period. The City will not be obligated to purchase the equipment and may choose that the equipment be removed at the City's expense. Site preparation elements may remain, or the City may require that sites be returned to pre-installation condition at City's expense.

In the event this Agreement is terminated early by the actions of Blink, the parties may negotiate purchase by the City of the installed charging equipment at amortized cost, assuming a five-year amortization period. The City will not be obligated to purchase the equipment and may choose that the equipment be removed at Blink's expense. Site preparation elements may remain, or the City may require that sites be returned to pre-installation condition at Blink's expense.

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 Contractor for any default hereunder or other action.

Amendments: 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 Contractor, and signed by the Director. Substantive changes shall require City Council approval.

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.

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.

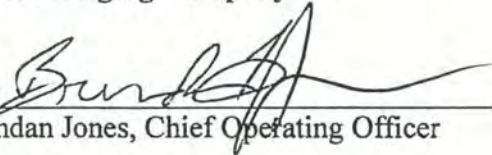
Entire Agreement: This Agreement, together with its exhibits as listed above, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed 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 February, 2021.

CITY OF SAN ANTONIO

Blink Charging Company

BY: _____
Printed name:

BY: 
Brendan Jones, Chief Operating Officer

Title:

CITY MANAGER, or designee

APPROVED AS TO FORM:

Office of the City Attorney
Andrew Segovia, City Attorney

By: _____
Assistant City Attorney

- 1. Exhibit I, a Request for Proposals (RFP) for “Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property” (RFP 20-076; RFX 6100012932) issued by the City on July 1, 2020.**
- 2. Exhibit II, Addendum I to the RFP, dated July 21, 2020.**
- 3. Exhibit III, Price Schedule submitted by Blink as RFP Attachment B.**
- 4. Exhibit IV, Copy of the Enabling Ordinance, 2021-02-04-_____.**
- 5.. Exhibit V, Blink Charging Company Parking Agreement.**

EXHIBIT I

CITY OF SAN ANTONIO

Office of Sustainability



**REQUEST FOR PROPOSALS
("RFP")**

for

**Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on
City Property**

(RFP 20-076; RFx 6100012932)

Release Date: Wednesday, July 1, 2020

Proposals Due: Friday, July 31, 2020; 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 RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

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

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

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

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

Promoting clean and efficient technologies, including electric vehicles, is a mitigation strategy for reducing transportation consumption in the City of San Antonio's SA Tomorrow Sustainability Plan, the Climate Action & Adaptation Plan, the Ozone Attainment Master Plan and the American Cities Climate Challenge. To unify electric vehicle policy, program and infrastructure initiatives, the City's Office of Sustainability established the branded EV-SA public information and awareness campaign.

In December 2019, the City of San Antonio (City) completed an "Electric Vehicle Fleet Conversion and City-Wide Electric Vehicle Infrastructure Study," that projects future electric vehicles in the region and recommended supporting charging infrastructure.

Also in December 2019, the City reviewed proposals submitted through a Request for Information to learn about business models and potential partnerships, emerging trends and technologies, and to gain clarity on important elements to include in a potential future Request for Proposals (RFP) and/or within a grant application for charging infrastructure through the Texas Volkswagen Environmental Mitigation Program (TxVEMP), administered by the Texas Commission on Environmental Quality (TCEQ).

The process yielded the following project outcome goals and objectives:

- The preference for flexibility reflected through open ecosystem, interoperability, hardware agnostic, meter-grade infrastructure and future cellular capabilities
- The importance of "some" visible and publicly-accessible EV charging to reinforce San Antonio's image as a sustainable community with a commitment to emerging and clean vehicle technologies
- The value of a pilot project to test concepts with possible private-sector buy-in, especially in light of the changing regulatory environment around "charging for charging services," deployment of OEM charging networks, and rapidly changing vehicle and supporting infrastructure technology
- Obtaining more information from TCEQ about funding requirements for local governments and third-party EVSE developers/vendors

Funding Opportunity

The TCEQ is expected to issue a call for projects for grant funding to support publicly accessible EVSE in 2020. According to the Beneficiary Mitigation Plan for Texas, qualifying projects will be reimbursed at up to 50% of eligible costs. The City of San Antonio (City) is interested in partnering with respondents who are willing and capable of applying for grant funds administered through TCEQ, and requests that proposals demonstrate familiarity with the opportunity and reflect the potential funding in their budgets by detailing eligible expense line items. Beyond the contribution of sites that the City is willing to dedicate for EVSE infrastructure, the proposal budget should also demonstrate how the project is cost-neutral to the City.

CPS Energy Electric Vehicle Pilot Rates.

In preparation for widespread EV adoption, CPS Energy has created experimental rates to optimize use of infrastructure and recover costs. Please refer to ***Small Commercial Electric Vehicle Pilot Rate (pg.7)*** and ***Commercial Electric Vehicle Pilot Rate (large, DCFC) (pg. 9)*** for more information.

004 SCOPE OF SERVICE

Project

The City of San Antonio's Office of Sustainability is requesting proposals for business models and partnership opportunities with third-party electric vehicle supply equipment (EVSE) providers who will install, operate, maintain, and own publicly accessible electric vehicle (EV) charging infrastructure on City property. Sites may include off-street parking lots and garages, curbside parking spaces and sites with longer dwell times such as at public parks, community centers and libraries. The City is proposing specific sites for respondents to evaluate and propose options; however, respondents may suggest additional sites on City-owned property for consideration. A list of **Potential EVSE Sites, All Publicly Accessible** (pg. 5) is included below, and will be further vetted after the contract is awarded.

Respondents should primarily focus on increasing access to EV charging, but should also reflect an ability to adapt to rapidly changing technology and customer interface. Equipment, installation, operation and maintenance, on-site payment, and web-based mapping platforms should be described in detail. The City is interested in considering both DC Fast Charging and/or Level 2 and requests respondents explain different use cases for each.

Respondents should include a cost estimate around site preparation, make-ready construction requirements and infrastructure deployment for the **Potential EVSE Sites, All Publicly-Accessible** listed below in addition to other suggested sites.

Fees associated with licensing and leasing agreements should also be outlined. Site-level energy/electricity load requirements for EVSE are also requested.

Knowledge of Americans with Disability Act (ADA) requirements as they pertain to EVSE infrastructure should be demonstrated in the response.

Information Focal Areas for Submission

Respondents to this RFP should include details around the following criteria:

- Experience, background and qualifications, including reputation and financial soundness
- Equipment specifications, functionality, interoperability and resiliency
- Infrastructure installation process and site preparation costs
- Maintenance, operations and support plan
- Data and security, including equipment usage reports for City and CPS Energy
- Pricing, payment mechanisms
- Customer interface, community engagement, and education
- Demonstration of knowledge of project eligibility and ability to apply for grant funding from the Texas Volkswagen Environmental Mitigation Program operated by the Texas Commission on Environmental Quality
- Project budget with line items indicating elements of project on a per unit and total project scale, with identification of TxVEMP reimbursable expenses
- Energy/grid considerations for both infrastructure needs and customer purchase of energy (\$/kWh) vs. time (\$/min.)

POTENTIAL EVSE SITES, ALL PUBLICLY- ACCESSIBLE

Site Owner	Property Name	Address
City of San Antonio	City Hall	100 Military Plaza, San Antonio, TX 78205
City of San Antonio	Alamodome	100 Montana St, San Antonio, TX 78203
City of San Antonio	One-Stop/San Antonio Development Services Dept.	1901 S Alamo St, San Antonio, TX 78204
City of San Antonio	Henry B. Gonzalez Convention Center	900 E Market St, San Antonio, TX 78205
City of San Antonio	Houston Street Garage	240 E Houston St, San Antonio, TX 78205
City of San Antonio	Central Library Garage	600 Soledad St, San Antonio, TX 78205
City of San Antonio	Convention Center Garage	850 E Commerce St, San Antonio, TX 78205
City of San Antonio	St. Mary's Street Garage	400 N St Mary's St, San Antonio, TX 78205
City of San Antonio	Martinez Lot	S Alamo St & Martinez St, San Antonio, Tx 78205
City of San Antonio	Dolorosa Lot	702 Dolorosa, San Antonio, TX 78205
City of San Antonio	S. Alamo Lot	418 S Alamo St, San Antonio, TX 78205
City of San Antonio	Durango Federal Lot	700 E César E. Chávez Blvd, San Antonio, TX 78205
City of San Antonio	Houston/Nolan Lot @ Elm	E Houston St, San Antonio, TX 78202
City of San Antonio	Market Square Lot	612 W Commerce St, San Antonio, TX 78204
City of San Antonio	Municipal Courthouse	401 S Frio St, San Antonio, TX 78207
City of San Antonio	I35 Lots	Interstate 35 between Commerce Street and Martin Street, San Antonio, TX 78207
City of San Antonio	I37 Lot	Interstate 37 10st & Austin St. San Antonio, Tx 78202
City of San Antonio	Pre-K 4 SA North Education Center	3635 Medical Dr, San Antonio, TX 78229
City of San Antonio	Pre-K for SA North Bus Depot 1- Cody Branch Library	11441 Vance Jackson Rd, San Antonio, TX 78230
City of San Antonio	Pre-K 4 SA North Bus Depot 4- John Igo Community Center/Branch Library	13330 Kyle Seale Pkwy, San Antonio, TX 78249
City of San Antonio	Pre-K 4 SA North Bus Depot 5- Great Northwest Library	9020 Wellwood St, San Antonio, TX 78250
City of San Antonio	Pre-K 4 SA East Education Center	5230 Eisenhower Rd, San Antonio, TX 78218
City of San Antonio	Pre-K 4 SA East Bus Depot 6- MacArthur Park	1611 NE Interstate 410 Loop, San Antonio, TX 78217
City of San Antonio	Pre-K 4 SA East Bus Depot 7- Julia Yates Semmes Library	15060 Judson Rd, San Antonio, TX 78247
City of San Antonio	Pre-K 4 SA East Bus Depot 8- Thousand Oaks Library	4618 Thousand Oaks, San Antonio, TX 78233

City of San Antonio	Pre-K 4 SA South Education Center	7031 S New Braunfels Ave, San Antonio, TX 78223
City of San Antonio	Pre-K 4 SA South Bus Depot 9- Davis-Scott Branch YMCA	1213 Iowa St, San Antonio, TX 78203
City of San Antonio	Pre-K 4 SA South Bus Depot 10- Mission Library	3134 Roosevelt Ave, San Antonio, TX 78214
City of San Antonio	Pre-K 4 SA South Bus Depot 11- Southside Lions Park	3100 Hiawatha St, San Antonio, TX 78210
City of San Antonio	Pre-K 4 SA West Education Center	1235 Enrique M. Barrera Pkwy, San Antonio, TX 78237
City of San Antonio	Pre-K 4 SA West Bus Depot 12- Henry Guerra Library	7978 W. Military, San Antonio, TX
City of San Antonio	Pre-K for SA West Bus Depot 13-Great Northwest Library	9050 Wellwood, San Antonio, TX

Small Commercial Electric Vehicle Pilot Rate

Page 1 of 5

CPS ENERGY

Small Commercial Electric Vehicle Pilot Rate

SCEVP

New Service Term Sheet

Purpose:

To encourage wide spread Electric Vehicle (EV) adoption, CPS Energy is creating an experimental rate to incentivize the use of EVs while mitigating the impact EVs have on electric infrastructure. The pilot will enable CPS Energy to collect empirical data used for implementing an appropriate pricing strategy based on evolving technology and costs.

Applicability:

Those eligible for this pilot are small commercial customers selling charging services with total charging capacity of ≤ 100 kW. This is an experimental program allowing approved entities to purchase CPS Energy's electric service for commercial EV charging purposes.

This rate is applicable to alternating current service to any Customer whose entire EV charging requirements on the premises are supplied at one point of delivery through one meter or a submeter (if the current installation supports a submeter).

This rate is not applicable (a) when another source of electric energy is used by the Customer or (b) when another source of energy (including electricity generated by an entity other than CPS Energy) is used for the same purpose or an equivalent purpose as the electric energy furnished directly by CPS Energy, except that such other source of energy as mentioned in (a) and (b) may be used during temporary failure of the CPS Energy electric service. This rate is not applicable to emergency, temporary, or shared service.

All small commercial EV customers are subject to the requirements in the NSO tariff unless otherwise stated below.

Scope:

The scope is to provide electric infrastructure and energy for small commercial EV charging stations. The terms under which CPS Energy will provide service for the EV charging stations are as follows:

Effective Dates (Pilot Period):

Start June 1, 2020; and

End May 31, 2022.

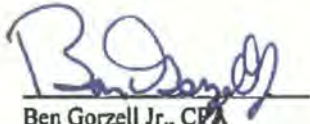
Number of Participants:

- (a) Design of a new service which more closely meets the customer's needs
- (b) Expansion of the overall portfolio of services CPS Energy is capable of offering
- (c) Guiding the ongoing design and expansion of new products and services for CPS Energy's customers
- (d) A better understanding of the incremental cost of serving EV customers, if any

Alternative Rate:

Should the small commercial EV pilot rate expire or reach full capacity, customers will be served under CPS Energy's Base Commercial Electric rate (PL) until a small commercial EV tariff and/or a new EV pilot become effective.

Approved to begin pilot, per the New Service Options Tariff adopted under ordinance # 2018-10-18-0836.



Ben Gorzell Jr., CPA
Chief Financial Officer
City of San Antonio

6/22/20

Date

CPS ENERGY

Commercial Electric Vehicle Pilot Rate

CEVP

New Service Term Sheet

Purpose:

In preparation for wide spread Electric Vehicle (EV) adoption, CPS Energy is creating an experimental rate to optimize use of infrastructure and recover costs. The pilot will enable CPS Energy to collect empirical data used for implementing an appropriate pricing strategy based on evolving technology and costs.

Applicability:

Those eligible for this pilot are large commercial customers selling charging services at direct current fast charging (DCFC) stations. This is an experimental program allowing approved entities to purchase CPS Energy's electric service for commercial EV charging purposes.

This rate is applicable to alternating current service to any Customer whose entire requirements on the premises are supplied at one point of delivery through one meter.

This rate is not applicable (a) when another source of electric energy is used by the Customer or (b) when another source of energy (including electricity generated by an entity other than CPS Energy) is used for the same purpose or an equivalent purpose as the electric energy furnished directly by CPS Energy, except that such other source of energy as mentioned in (a) and (b) may be used during temporary failure of the CPS Energy electric service. This rate is not applicable to emergency, temporary, or shared service.

All commercial EV customers are subject to the requirements in the NSO tariff unless otherwise stated below.

Scope:

The scope is to provide electric infrastructure and energy for commercial EV DCFC stations. The terms under which CPS Energy will provide service for the EV Fast Charging Stations are as follows:

Effective Dates (Pilot Period):

Start November 1, 2018; and

End October 31, 2020.

Number of Participants:

The pilot is limited to 40 participating locations.

Addendum To NSO Tariff – Commercial Electric Vehicle Pilot Rate

Monthly Bill:

Experimental Rate:

\$175.00	Service Availability Charge
	<u>Demand Charge</u>
\$7.00	Per kW for all kW of Billing Demand
	<u>Energy Charge</u>
	Off-Peak Billing (9pm-4pm)
\$0.06	Per kWh for all kWh consumed Off-Peak
	On-Peak Billing (4pm-9pm)
\$0.20	Per kWh for all kWh consumed On-Peak

Minimum Bill

The Minimum Bill shall be equal to the Service Availability Charge plus the Demand Charge (Summer billing or Non-Summer billing as the case may be) or such higher Minimum Bill as may be specified in the Customer's Service Agreement. The Minimum Bill is not subject to reduction by credits allowed under the adjustments below.

Adjustments

Plus or minus an amount which reflects the difference in the unit fuel cost factor for the current month above or below a basic cost of \$0.01416 per kWh sold. The unit fuel cost factor for the current month is computed as the sum of:

- (a) The current month's estimated unit fuel cost per kWh, which is computed based upon the current month's estimated kWh generation mix, unit fuel cost by fuel type, any known changes in fuel cost, sales to other than long-term customers, purchases and line losses; plus
- (b) An adjustment, if indicated by the current status of the over and under recovery of fuel costs for the recovery year in progress, to correct for the difference between the preceding month's estimated unit fuel cost and the current computation for this value. This adjustment is computed by multiplying the difference between the preceding month's estimated unit fuel cost (corrected for any fuel supplier surcharge) and the current computation for this value times the kWh generated during the preceding month and then dividing the result by the current month's estimated kWh sales; plus
- (c) An adjustment, if indicated by the current status of the over and under recovery of fuel costs for the recovery year in progress, to correct for the difference between the preceding month's estimated value for the second preceding month's unit fuel cost and actual unit fuel cost for that month. This adjustment is computed by multiplying the difference between the preceding month's estimated value for the second preceding month's unit fuel cost and the actual unit fuel cost for that month (corrected for any fuel supplier surcharge) times the kWh generated during the preceding month and then dividing the result by the current month's estimated kWh sales; plus

(d) An adjustment, as necessary, which may be derived and applied to the unit fuel cost factors during the months preceding, including, and/or following January each year, depending on the dollar amount of adjustment necessary to balance the annual cumulative actual fuel cost with the annual cumulative fuel cost recovery through these rates; plus

(e) An adjustment to reflect offsetting credits to or additions to fuel costs resulting from judicial orders or settlements of legal proceedings affecting fuel costs or components thereof, including taxes or transportation costs, or to reflect accounting and billing record corrections or other out-of-period adjustments to fuel costs.

(f) An adjustment, as necessary, which may be derived and applied to the unit fuel cost factors for recovery of dollars spent for the verifiable kW reductions that are above the level reflected in base rates for energy efficiency and conservation programs. Recovery of such costs would be allowed once an independent third party reviews and confirms the incremental kW reductions.

Plus or minus the proportionate part of the increase or decrease in taxes, required payments to governmental entities or for governmental or municipal purposes which may be hereafter assessed, imposed, or otherwise required and which are payable out of or are based upon revenues of the electric system.

Monthly Demand

The Monthly Demand will be the kW as determined from reading the CPS Energy demand meter for the 15-minute period of the customer's greatest Demand reading during the month.

Billing Demand

For the period June through September (Summer), the Billing Demand is equal to the greatest of the following:

- (a) The Monthly Demand as defined above
- (b) 100 kW

Or such alternate kW as may be specified in the Customer's Service Agreement.

For the period October through May (Non-Summer), the Billing Demand is equal to the greatest of the following:

- (a) The Monthly Demand as defined above
- (b) 100 kW
- (c) 80% of the highest measured peak Demand established during the previous summer period month (June through September).

Prior to the establishment of a previous summer peak Demand, (C) above will not apply.

Or such alternate kW as may be specified in the Customer's Service Agreement.

Power Factor

When, based on a test of the Customer's power factor, the power factor is below 85% lagging, the Billing Demand may be increased by adding 1% of the Actual Demand for each 1% that the power factor is below 85%.

Monthly Consumption

The On Peak and Off Peak Monthly Consumptions will be the kWh as determined from the CPS Energy meter(s) for the respective On Peak and Off Peak Periods. The On Peak Period is defined as 4:00 p.m. to 9:00 p.m. inclusive each weekday and all other hours are defined as the Off Peak Period. The following holidays will be considered Off Peak: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Also, when any holiday listed falls on Saturday, the preceding Friday will be considered the holiday, and when any holiday listed falls on Sunday, the following Monday will be considered the holiday. All other hours are defined as the Off Peak Period.

Late Payment Charge:

The Monthly Bill will be charged if payment is made within the period indicated on the bill. Bills not paid within this period will be charged an additional 2 percent times the Monthly Bill excluding the adjustment for fuel costs, garbage fees and sales taxes.

Term of service

Service shall be supplied for the length of the pilot (24 months).

Rules and Regulations:

If applicable, service is subject to CPS Energy's Rules and Regulations Applying to Retail Electric and Gas Service, as may be amended from time to time, (Rules and Regulations) which are incorporated herein by reference as if set forth in full. In the event that the Rules and Regulations, the terms of this NSO Tariff, and/or any New Service Term Sheet conflict or are inconsistent with one another, the order precedence is as follows: (1) CEVP Term Sheet, then (2) the NSO Tariff, then (3) Rules and Regulations.

Curtailement:

CPS Energy shall have the right at any and all times to immediately adjust, in whole or in part, the supply of electricity to Customers, in order to adjust to fuel supplies for generation of electricity or to adjust to other factors affecting delivery capability.

Billing Method:

The commercial EV rate will be billed by CPS Energy every month via a separate bill.

Other Terms and Conditions:

Participant agrees to all provisions of the Rules and Regulations Applying to Retail Electric Service.

CPS Energy will include in the rate the proportionate part of the applicable taxes, required payments to governmental entities, or any charges for governmental or municipal purposes which may be hereafter assessed, imposed, or otherwise required and which are payable out of or based upon revenues of the electric system.

This rate may be revised, amended, supplemented, revoked or otherwise changed at any time within the Pilot Period or thereafter.

Criteria for Pilot Success:

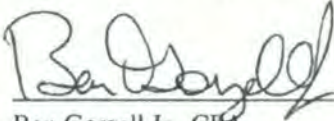
Gathered data will result in:

- (a) Design of a new service which more closely meets the customer's needs
- (b) Expansion of the overall portfolio of services CPS Energy is capable of offering
- (c) Guiding the ongoing design and expansion of new products and services for CPS Energy's customers

Alternative Rate:

Should the commercial EV pilot rate expire or reach full capacity, customers will be served under CPS Energy's Large Lighting & Power rate until a commercial EV tariff and/or a new EV pilot become effective.

Approved to begin pilot, per the New Service Options Tariff adopted under ordinance # 2018-10-18-0836.



Ben Gorzell Jr., CPA
Chief Financial Officer
City of San Antonio

11/6/18
Date

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 claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

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

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

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

Respondent further agrees to:

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

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

Provided that:

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

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

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

Ownership and Licenses.

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

The term "local government record" as used in this document means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording

medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

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

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

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a one (1) year with four (4) year renewal options. However, the City may terminate a contract at any time if service is unsatisfactory; it being understood that City support for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of City's workplan for each fiscal year.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled for Wednesday, July 15, 2020 at 10:30 a.m. Central Time. The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

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

Toll Free Dial-In Number: 469-210-7159
Meeting number (access code): 133 043 5521
Meeting password: jsKrvpdS726

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 who join the WebEx Pre-Submittal Conference are highly encouraged to email the solicitation's point of contact person confirming Respondent attendance and participation through the WebEx.

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.

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 ELECTRONIC COPY of your proposal through the San Antonio e-Procurement System (SAePS). **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

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.

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

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 RFP as Attachment A, Part One.

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

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

***PRICE SCHEDULE.** Use the Price Schedule that is found in this RFP 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:

<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

1. Download form and complete all fields. All fields must be completed electronically 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 on the Title page of this RFP.

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign, and submit HB Form 1295 as RFP Attachment 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 RFP 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 RFP as Attachment J.

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

009 - CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

Proposals **must** be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

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

Proposals must be received through the City's portal no later than **11:00 a.m., Central Time, on Friday, July 31, 2020.** Any proposal or modification received after this time on that date shall not be considered. Respondents should note that submission through the portal **MUST be completed** in a timely manner. Therefore, Respondents should strive

for early submission to avoid any issues or cause delay in uploading proposal responses as RFX WILL close at due date and time. No exceptions.

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein 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 thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layout. Unnecessarily elaborate brochures, artwork, bindings, visual aids, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **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, each separate section should be attached as a separate file.

Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment 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 one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

011 - RESTRICTIONS ON COMMUNICATION

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

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

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 10:00 a.m., Central Time, on Friday, July 17, 2020. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

YVONNE RODRIGUEZ, PROCUREMENT SPECIALIST III
City of San Antonio, Finance Department – Purchasing Division
yvonne.rodriquez@sanantonio.gov

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

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

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

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

A. Experience, Background, Qualifications (30 points):

B. Proposed Plan (35 points):

C. Price (20 points):

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

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

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

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

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

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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

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

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

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

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

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

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

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

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

014 - SCHEDULE OF EVENTS

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

RFP Release Date:	Wednesday, July 1, 2020
Pre-Submittal Conference:	Wednesday, July 15, 2020 @ 10:30 a.m., Central Time
Final Questions Accepted:	Friday, July 17, 2020 @ 10:00 a.m., Central Time
Proposal Due:	Friday, July 31, 2020 @ 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

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

A) Prior to the commencement of any work under this Contract, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the **Office of Sustainability** which shall be clearly labeled **"RFP – Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the **Office of Sustainability**. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk.

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

<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 or Excess 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. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor.

This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

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

**RFP EXHIBIT 2
INDEMNIFICATION REQUIREMENTS**

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 3

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

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

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

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

RFP EXHIBIT 4

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

RFP EXHIBIT 5

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

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

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

This section only applies to a contract that:

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

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

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

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

RFP EXHIBIT 6

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.

016 - RFP ATTACHMENTS

RFP 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: _____

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.

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to each of the components of the Scope of Services requested by this RFP. 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. Please be sure to describe any owner-operator agreements currently in-place with other organizations, particularly large municipalities.
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 Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding Price, the Local Preference Program and the Veteran-Owned Small Business Preference Program participation.
 - c) Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and 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. Outline equipment specifications, functionality, interoperability, and resiliency.
7. If you are planning to meet cost-neutrality by using the Texas Volkswagen Environmental Mitigation Program (TxVEMP) administrated by the Texas Commission on Environmental Quality, please demonstrate knowledge of project eligibility.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

1. Provide an outline and timeline for your proposed process to complete the requested scope of services, including applying to any available grants or other funding sources.
2. Describe how you intend to ensure this scope of services is delivered in a manner that is cost-neutral to the City.
3. Describe how you intend to promote collaboration between your organization, various City departments, local utilities, grant agencies, and any other partners that may be involved in executing this scope of services.
4. Describe how electric vehicle infrastructure will be maintained and repaired after installation. Include any information on warranties and requesting repairs.
5. Outline infrastructure installation process and site preparation costs.
6. Describe how you will maintain data security, including equipment usage reports for the City and CPS Energy.
7. Describe how customers will engage with your infrastructure as well as any planned community engagement and education.
8. Provide a budget for executing the provided scope of services with line items indicating elements of the project on a per unit and total project scale. In addition, indicate which expenses are eligible to be reimbursed through TxVEMP. (Applying for grant funds is not a requirement for contract award, but is encouraged.)
9. Describe energy capacity and grid considerations for both infrastructure needs and customer purchase of energy.

RFP ATTACHMENT B

PRICE SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Below proposed pricing should reflect services performed within the scope of services of this RFP.

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or \$0.00 will be determined by the City as Bidder will provide service to City at No Charge.

ITEM 1: EQUIPMENT (add lines as necessary)

Description	Estimated Quantity	Unit Price (or range)	Total (or range)
		\$	\$

ITEM 2: SITE PREPARATION AND INSTALLATION

Description	Estimated Quantity	Average Price	Estimated Total
		\$	\$

ITEM 3: OPERATION AND MAINTENANCE SERVICES

Each rate quoted shall include full compensation for labor, equipment/tools use, travel time, and any other cost to the Respondent.

Description of Services	Price or Rate per year
	\$

ITEM 4: SOFTWARE / CUSTOMER INTERFACE / OTHER OPERATIONAL COSTS

Description of Services	Price or Rate per year
	\$

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

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

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

RFP ATTACHMENT H

SIGNATURE PAGE

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

By submitting a proposal, electronically, Respondent represents that:

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

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

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

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

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

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

RFP ATTACHMENT I

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

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Experience, Background and Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+Local Preference Program Identification Form RFP Attachment E	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment F	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment G	
+Signature Page RFP Attachment H	
Proposal Checklist RFP Attachment I	
+Signed Addenda, if applicable.	
(1) COMPLETE Electronic Copy	

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

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

EXHIBIT II



ADDENDUM I

SUBJECT: Request for Proposals – Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City of San Antonio Property (RFP 20-076,RFX# 6100012932), Scheduled to Open: Friday, July 31, 2020; Date of Issue: Wednesday, July 1, 2020

FROM: Denise D. Gómez, C.P.M., CPPB
Procurement Administrator

DATE: July 21, 2020

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I TO THE ABOVE REFERENCED
REQUEST FOR PROPOSALS**

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

1. **ADD: EXHIBIT 1 – Solicitation Language-Small Business Economic Development Advocacy (SBEDA) Program.** This document will be posted as separate document.
2. **ADD: THE SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM (SBEDA).** Pre-Submittal Presentation will be posted as a separate document.
3. **ADD: PRE-SUBMITTAL SIGN IN SHEET.** This document will be posted as a separate document.
4. **ADD: Pages 2-4 Missing from Small Commercial Electric Vehicle Pilot Rate under Scope of Services.** This document will be posted as a separate document.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On July 15, 2020, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on city of San Antonio Property (RFP). Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Based on the TCEQ and TERP websites, the grant application process for the Alt Fueling Facilities Program (AFFP) has already passed, with applications due on 3/18/20. Are you anticipating that TCEQ will issue another round of grant funds in 2020 for an additional AFFP?

Response: The funding for the AFFP program is done for this biennium. The next time it would open up will be in fiscal years 2022/2023. However, the TxVEMP program for ZEV charging is in the process of opening. TCEQ has not released an exact date for this opportunity to open, but it will likely open before the fall. There will be documents and workshops available for the applicants to understand the funding levels and how to apply.

- Question 2:** This is listed as an RFP (proposal), and on Page 4, it mentions submitting a Project Budget. Will there eventually be an RFQ (quotation) released, where providers will be able to make site visits and confirm existing infrastructure at each site, so we can provide a detailed, firm estimate?
- Response:** The City does not currently plan to release an RFQ. Respondents should include proposed project budgets for the most likely scenario. Location and quantity of chargers can be negotiated after the contract is awarded.
- Question 3:** The City is looking for 3rd Party EVSE providers to install, own & operate charging stations. Who will be responsible for the EVSE usage pricing structure and ultimately collecting revenue?
- Response:** To be eligible to charge fees, EV stations need to be separately metered and on one of the CPS Energy EV Pilot Term Sheets released with this RFP. Respondents will be responsible for collecting their own revenues. Respondent's fees are not capped but the pricing structure needs to comply with state and local laws.
- Question 4:** Will the Provider be able to brand the EVSEs as per their own logo, or will the stations be branded with City of San Antonio?
- Response:** Respondents may propose a branding plan. Branding suggestions will require further vetting to align with City guidelines and regulations applicable at the suggested locations.
- Question 5:** The RFP is based on developing a partnership between the City and a 3rd Party EVSE provider. How will this partnership be structured and how will access to the sites be managed? Will it be a revenue sharing model between the City and the Provider, or will there be a "lease" agreement to allow Provider access to the sites and infrastructure?
- Response:** The City anticipates issuing an agreement which will allow the provider with access to the sites and infrastructure. Preferred and/or alternative revenue models should be described within the proposal for consideration by the Evaluation Committee.
- Question 6:** Will CPS Energy or the City be providing infrastructure to the EVSE (otherwise known as a "make-ready" project), or will the Provider be responsible for coordinating with CPS Energy to acquire the appropriate infrastructure at each site?
- Response:** Respondents should detail make-ready cost estimates as part of the proposed budget. Per the Customer Terms and Conditions noted in the link below, CPS Energy only provides electrical infrastructure to the point of delivery. That is, to the meter. Electric customers are responsible for electrical infrastructure on the customer's side of the meter on customer's property.
[https://www.cpsenergy.com/content/dam/corporate/en/Documents/Customer_Terms_and_Conditions_FINAL_\(Board_Approved\).pdf](https://www.cpsenergy.com/content/dam/corporate/en/Documents/Customer_Terms_and_Conditions_FINAL_(Board_Approved).pdf)
- Question 7:** Are details available for the existing electrical infrastructure at each site? Not only available power, but also location onsite?
- Response:** Respondent is responsible for suggesting potential EV station locations at the suggested sites as part of this RFP, along with estimates of the make-ready costs. Resources, such as Google Maps, can be used to identify potential light poles, utility poles, or transformers to tap into.
- Question 8:** The Term of Contract is stated as 1 year, with "four (4) year renewal options". Is that (4) 1-year renewals or will it be increments of 4 years for the renewal?
- Response:** The contract term is for 1 year with options for (4) 1 – year renewals.
- Question 9:** If the City decides to not renew the contract, what happens to the EVSEs? Will they be removed from each site? If so, who is responsible for removal?

Response: The City does not intend to own the EVSE. Removal or transfer of assets would be the responsibility of the contractor, with the approval of the City.

Question 10: Which CPS Energy rate applies to publicly accessible EV charging network?

Response: The SCEVP Pilot Rate or the CEVP Pilot Rate applies to respondent's publicly accessible EV charging.

Question 11: How does the two CSP Energy pilot rates compare with standard rates?

Response: The pilot rates allow EV charger operators to sell charging services in the CPS Energy service territory. The experimental rate sends price signals to mitigate the impact EV charging has on the utility electric infrastructure.

Question 12: What CPS Energy rates will apply once this pilot program ends in May 31, 2022?

Response: The EVP Pilot Rates are experimental. Based on the data collected during the pilot, CPS will:

- a) Propose a permanent tariff to the CPS Energy Board of Trustees and the San Antonio City Council based on the pilot pricing or modified pricing, or
- b) Conduct a new pilot with modified pricing

Question 13: CPS Energy Program is limited to 40 participants – how many participants are currently in the program?

Response: The CEVP Pilot Rate is limited to 40 sites. The CEVP pilot can accept an additional 36 sites. The number of sites in the SCEVP pilot rate is limited to 500 participants.

Question 14: Will DC fast chargers and Level 2 chargers receive the same CSP Energy Rate?

Response: If the aggregated capacity of the DC fast chargers at the site exceeds 100 kW, these chargers will be on the CEVP Pilot Rate. If the aggregated capacity of the EV chargers at the site is equal to or less than 100 kW, DC fast chargers and Level 2 chargers will be on the SCEVP Pilot Rate.

Question 15: Does COSA contemplate that contractor will be installing new meters or going in behind the meter?

- a. If behind the meter will contractor be able to get the voltage and amperage of the main service panel?
- b. If behind the meter will contractor be able to get utility interval data or at least bills with peak demand?

Response: CPS Energy will be providing meters. If the charger cluster is behind the COSA master meter, contractor shall supply meter socket that is compatible with CPS Energy meter. Submetering is not allowed under the CEVP Pilot Rate. Per the SCEVP Pilot Rate, the EV chargers need to be metered separately from other loads. Depending upon the complexity of the current metering configurations, sites may or may not be eligible for submetered EV chargers. For example, if a site currently has a submetered solar array, a second submeter cannot be added. After the award is made, CPS Energy shall assist with metering options.

- a. Yes. COSA authorizes release of this data for any and all COSA locations.
- b. Yes. COSA authorizes release of this data for any and all COSA locations.

Question 16: Is there a requirement or guidelines regarding the number of parking spaces to target for EV per site?

Response: There is not currently a requirement or guidelines regarding the number of parking spaces to target for EV charging per site. Respondents should include their recommendations in their proposals.

- Question 17:** Does COSA have a preference for Level 2 vs. DCFC or do they want a mix of both per offeror' recommendation?
- Response:** CoSA is open to recommendations from the respondent
- Question 18:** Will COSA organize site visits at all/some of the location with prospective offerors?
- Response:** The City will not be able to provide access to sites during the solicitation process. Respondents should provide proposals and estimates to their best of their ability based upon online resources and most-likely scenarios.
- Question 19:** What level of accuracy does COSA expect for "cost estimates around site preparation, make-ready construction requirements and infrastructure requirements" in offerors response to this RFP? ADA requirements.
- Response:** Respondents should provide proposals and estimates to their best of their ability based upon online resources and most-likely scenarios.
- Question 20:** Can existing ADA compliant parking spots be converted to ADA compliant EV charging spots and still maintain the required ratio of accessible parking spots, or will contractor be required to create new additional ADA compliant charging spots from existing standard parking spots?
- Response:** The potential conversion of ADA compliant parking spots to ADA compliant EV charging spots will be evaluated on a case-by-case basis.
- Question 21:** Is COSA expecting to benefit financially from this program?
- Response:** The City's primary priority is cost-neutrality, rather than benefiting financially from the program.
- Question 22:** To provide detailed proposals and pricing, our team needs to conduct site walks of the proposed City owned sites, as well as evaluate additional potential City-owned sites. Can the City extend the bid deadline to September 15 to allow sufficient time to complete this?
- Response:** The City will not be able to provide access to sites during the solicitation process. Respondents should provide proposals and estimates to their best of their ability based upon online resources and most-likely scenarios.
- Question 23:** For the parking garage sites, we need to view the electrical rooms. Can the City provide access to the electrical rooms by appointment?
- Response:** The City will not be able to provide access to sites during the solicitation process. Respondents should provide proposals and estimates to their best of their ability based upon online resources and most-likely scenarios.
- Question 24:** Will bids be considered that would call for a responsibility share and revenue share i.e. City pays for the power, owner/operator pays for upkeep, but there is a revenue share that accounts for this split in responsibility?
- Response:** Respondents may propose revenue share models. The City's primary priority is cost-neutrality, rather than benefiting financially from the program.
- Question 25:** Does the City have a budget to contribute to this project or is the city only contributing the sites?
- Response:** The City does not have budget to contribute to this project.

Question 26: Does the City have particular needs or interests regarding network operations?

Response: The City does not intend to own or operate EVSE or any associated networks; however, the City requests access to data and training to run reports for updates and presentations.

Question 27: Is the grant money from TCEQ intended only for San Antonio EVSE equipment or can the money be used for other project costs such as software development and personnel?

Response: Labor for installations and some software cost may be eligible under the program. There will be some limitations. Details will follow at the time TCEQ opens solicitation.

Question 28: Does the city operate existing EV charging programs that are cost neutral, and if so which ones?

Response: The City does not currently operate any EV charging programs that are cost-neutral.

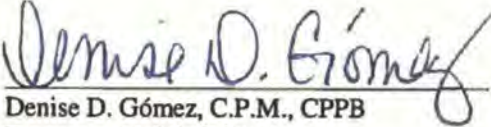

Denise D. Gómez, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

EXHIBIT III



RFP ATTACHMENT B

PRICE SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Below proposed pricing should reflect services performed within the scope of services of this RFP.

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or \$0.00 will be determined by the City as Bidder will provide service to City at No Charge.

***Based on the proposed structure for Blink to own the chargers on City property, the city will not incur any program costs. The City will receive a revenue share of charging revenue collected by Blink as detailed in this Proposal. The pricing below is representative of budget costs if the City was purchasing the equipment and services.**

ITEM 1: EQUIPMENT

Description	Estimated Quantity	Unit Price (or range)	Total (or range)
L2 AC Dual-Plug IQ 200 19.2 KW / 80 A per plug Aluminum Tri-Pedestal	70 (140 Plugs)	\$5,500.00	\$385,000.00
L3 DC Fast 150-180 KW CCS	6	\$48,000.00	\$288,000.00

ITEM 2: SITE PREPARATION AND INSTALLATION

Description	Estimated Quantity	Average Price	Estimated Total
L2 AC Dual-Plug IQ 200 19.2 KW / 80 A per plug Aluminum Tri-Pedestal	140	\$4,000.00	\$560,000.00
L3 DC Fast 150-180 KW CCS	6	\$30,000.00	\$180,000.00

ITEM 3: OPERATION AND MAINTENANCE SERVICES

Each rate quoted shall include full compensation for labor, equipment/tools use, travel time, and any other cost to the Respondent.

Description of Services	Price or Rate per year
Network Fees – per dual-port per year	\$360.00
Extended Warranty – 3-year coverage per dual-port	\$899.00
Extended Warranty – 5-year coverage per dual-port	\$1,949.00
Service Agreement – 3-year coverage per dual-port (Replaces Warranty)	\$1,349.00
Service Agreement – 5-year coverage per dual-port (Replaces Warranty)	\$2,699.00
Charging Session Transaction Processing Fee	8%

ITEM 4: SOFTWARE / CUSTOMER INTERFACE / OTHER OPERATIONAL COSTS

Description of Services	Price or Rate per year
Blink Network	\$0.00
Blink App	\$0.00

TCEQ / TxVEMP Potential Funding Opportunities

Blink is aware that funding opportunities through the TxVEMP administered by the TCEQ is likely. While specific details are not available, it is assumed that awards are likely to cover up to 50% of eligible costs and applicable to the majority of the scope considered under this Proposal. Based on general TCEQ guidelines, eligible costs will likely include, in general acquisition and installation of new EVSE's for light duty EV's.

Across the city, we identified five, single port chargers at 5 parking locations. The TCEQ funding will likely not support replacement or upgrading of those existing chargers, as the funding will likely only support new plugs, not replacement plugs. Given the minimal quantity, this should not materially impact the plan.

Inasmuch as the scope is entirely supporting the "acquisition and installation of EVSE's for light duty vehicles, we believe that all costs included in Items 1 and 2 above will be eligible for inclusion in the future grant program.

Blink's intent is to diligently pursue the funding and use to reduce our implementation cost, improving the financial feasibility of the program.

EXHIBIT IV

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

ORDINANCE

APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND BLINK CHARGING COMPANY FOR PUBLICLY-ACCESSIBLE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON CITY PROPERTY.

* * * * *

WHEREAS, City Council adopted the SA Tomorrow Sustainability Plan on August 11, 2016, to guide the City toward smart, sustainable growth as it prepares for a million more people by 2040. On June 22, 2017, City Council passed a resolution in support of the Paris Climate Agreement, directing city staff to develop a plan to help San Antonio meet the objectives of this agreement. On October 17, 2019, City Council adopted the SA Climate Ready Climate Action and Adaptation Plan (CAAP) with a main goal of achieving carbon neutrality by 2050; and

WHEREAS, promoting clean and efficient technologies, including electric vehicles (EV), is a mitigation strategy for reducing transportation consumption in the City of San Antonio's SA Tomorrow Sustainability Plan, the CAAP, the Ozone Attainment Master Plan and the American Cities Climate Challenge. The City of San Antonio Electric Vehicle Fleet Conversion and City-Wide Electric Vehicle Infrastructure Study, completed in December 2019, explains that charger availability is a major barrier to EV ownership in San Antonio. Large areas of San Antonio have no access to fast forms of public charging. In order to accelerate EV adoption and support EV drivers, the City needs to expand its EV charging infrastructure; and

WHEREAS, the Texas Volkswagen Environmental Mitigation Program (TxVEMP) for Light Duty Zero Emission Vehicle Level 2 Charging Equipment is a historic opportunity for grant funding that provides a pathway to not only more EV charging stations, but EV adoption among San Antonio's community, and a strategy for improved air quality and public health. TxVEMP grantees must pay project costs upfront, after which the Texas Commission on Environmental Quality (TCEQ) reimburses grantee for eligible activities. This supports the City's goals to reduce greenhouse gas emissions and ground-level ozone attributed to the transportation sector by encouraging cleaner fuel technologies, including electric vehicles; and

WHEREAS, on July 1, 2020 the City issued a Request for Proposals ("RFP") for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property (RFP 20-076) for cost-neutral business models with third-party electric vehicle supply equipment (EVSE) providers to install, operate, maintain, and own publicly accessible EV charging infrastructure on City property. Five firms responded to the RFP; the proposals were reviewed by an evaluation committee of representatives from several City departments with advisory members from CPS Energy and the Natural Resources Defense Council; after initial scoring, three respondents were selected for interviews and Blink Charging Company received the highest ranking and is recommended for award by the evaluation committee; and

WHEREAS, the term of this agreement is for one year with the option for the City to renew for four additional one-year terms, under the same terms and conditions. Blink will own and operate the EVSE, assume all costs incurred, and provide a revenue sharing arrangement with COSA, as outlined in the Parking Agreement, which guarantees cost neutrality for the City; and

WHEREAS, this Ordinance authorizes an agreement between the City of San Antonio and Blink Charging Company for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property (RFP 20-076), at no cost to the City, for a one year term with the option for the City to renew for four additional one year terms, under the same terms and condition; **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 Sustainability or designee, is hereby authorized to negotiate and execute an agreement, and all related documents, with Blink Charging Company for Publicly-Accessible Electric Vehicle (EV) Charging Infrastructure on City Property (RFP 20-076), at no cost to the City, for a one year term, with the option to renew the agreement, without further Council Action, for four additional one year terms, under the same terms and conditions. The agreement is attached hereto and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this ordinance shall expire 60 days after the effective date.

SECTION 2. Funds generated by this ordinance will be deposited in Fund 55001000, Internal Order 280005500001, and General Ledger Account 4407725.

SECTION 3. 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 Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this ____ day of February, 2021.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Tina J. Flores, City Clerk

Andrew Segovia, City Attorney

EXHIBIT V

EXHIBIT V to AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND BLINK CHARGING COMPANY FOR PUBLICLY-ACCESSIBLE ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE ON CITY PROPERTY (RFP 20-076)

Blink Charging Company Parking Agreement

Authorizing Ordinance: 2021-02-04-_____

City: City of San Antonio

City's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Chief Sustainability Officer)

Blink: Blink Charging Company

Blink's Address: 407 Lincoln Road, Suite 704, Miami Beach, FL 33139

Background:

The City and Blink, under the authority of Ordinance 2021-02-04-_____, have entered into an Agreement whereby Blink will provide electric vehicle (EV) charging infrastructure on City of San Antonio property at no cost to the City.

To assist in providing EV services, the City is willing to offer Blink access to parking areas controlled by the City.

This Parking Agreement defines the terms and conditions of Blink's use of City-controlled parking areas for the EV program.

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2

Rights and Obligations:

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. Parking Spaces in City-Owned Lots and Garages.

1.01. City Council has designated the spaces in **Exhibit A** as the spaces Blink may potentially use under this agreement, as provided in the RFP. The City Manager, or designee, may, without further council action or authorization, provide parking spaces to Blink on City property and in City-owned garages and lots. For all parking areas Blink will provide the City a revenue share of the receipts received for EV charging at each location. Blink and City will agree on parking locations which should be publicly accessible and suitable for the installation of EV charging equipment.

1.02. Blink will provide one parking sign for each space. City will install the sign. Blink and City will agree on the signs' design, location and installation method. City will police unauthorized parking in Blink's spaces in the same fashion it does other reserved spaces in City parking facilities open to the public. Blink's only remedy for dissatisfaction with City's policing is to notify City of specific vehicles in specific spaces needing ticketing or towing.

1.03. If a lot or garage is sold, torn down, or converted to a use other than public parking, Blink's right to use the lot or garage ceases, as does its obligation to pay for the affected spaces.

2. Parking Spaces on Public Streets and Alleys.

2.01. City Council has designated the spaces in **Exhibit A** as the spaces Blink may potentially use under this agreement, as provided in the RFP, and updated October 22, 2020. The Parties agree that these parking spaces are subject to review for suitability and it is anticipated that some of the locations may change after evaluation. Other spaces may be allocated or designated as being available and suitable for EV charging

equipment. Those spaces will be added to Exhibit A according to the terms of this agreement for use by Blink.

2.02. Without further action by the City Council, City and Blink may agree to amendments to this Parking Agreement to add or remove spaces to Exhibit A. All such amendments must be in writing and signed on behalf of both parties and must set out a revised Exhibit A listing all spaces Blink may then use in its program. Blink acknowledges that only spaces listed on Exhibit A are lawfully reserved to it.

2.03. City will provide and install signs at spaces allocated to Blink. Blink is responsible for towing from public-street or alley spaces at its own expense. Blink and City will agree on the signs' location and installation method.

2.04. City is not responsible for towing or otherwise responsible for policing who parks in public-street-and-alley spaces allocated to Blink hereunder.

3. Electric-Charging Stations.

3.01. The purpose of the Agreement is for Blink to provide electric charging stations for cars with electric capabilities. Blink will provide and install the charging stations including all electrical make ready from City's existing service panel. All EV charging equipment installation and site preparation will be at Blink's sole expense.

3.02. The stations serving spaces on public streets and alleys must not adversely affect passage on the sidewalk such that the sidewalk no longer complies with the Americans with Disabilities Act and other applicable, similar legislation. Blink must comply with all processes and rules of general applicability in installing the electric charging stations, including getting sidewalk-encroachment permits from the applicable City Departments.

3.03. Where possible, Blink will establish a metered account with CPS Energy. Electric Vehicle charging stations at City-owned sites may hook into City's electrical service. Blink is responsible for paying the electricity consumption associated with the use of the electric vehicles back to the City. Blink will provide monthly reports of the electricity usage for each station. The amount charged to Blink is determined by multiplying kilowatt hours used by Blink by the tiered tariff achieved on the applicable utility bill.

4. Revenue Share for City Owned Parking Locations.

Revenues received by Blink Charging are permitted for use by the company to cover project costs related to the agreed upon list of spaces in Exhibit A. Once revenues exceed costs, Blink agrees to transfer a share of the revenue to be deposited in the Office of Sustainability Fund 55001000, Internal Order No. 280005500001, to be earmarked for publicly-accessible EVSE programmatic enhancements. Parties agree to a 50/50 split of revenues that exceed project costs. Parties also agree that the revenue share agreement

will be reviewed at a minimum every six months to examine current market trends and supplemental funding opportunities that may impact the project. To use a space shown on Exhibit A, Blink must pay the City the revenue share agreed to in this agreement. The revenue share is due monthly within 15 days of the following month without billing and is payable to the following address:

Finance Department
(Blink Charging Company)
City of San Antonio
P.O. Box 60
San Antonio, Texas 78291-0060

Revenue Share Procedures: The Parties agree to a 50/50 charging revenue split, after Provider recoups the Project Costs. The Parties acknowledge that mutually agreed upon adjustments may be made to the revenue share as a better understanding of locations, costs, incentives and other factors are finalized. Blink will evaluate the proposed locations to understand the costs as well as understand the incentives anticipated from the TxVEMP Grant Program to maximize the City of San Antonio's revenue potential and achieve the projects goal of cost neutrality or better.

For the following Revenue Sharing Procedures, Blink is the "Provider" and City of San Antonio would be the "Client":

- Collection of Revenue. Provider will record the Equipment usage and collect all revenue generated by the Equipment.
- Revenue Payment. After recouping the Project Costs, Provider shall remit to Client fifty percent (50%) of the Net Revenues generated by the Equipment ("Revenue Payment").
- "Net Revenues" are defined as the gross revenues generated from the Equipment through EV charging fees and advertising ("Gross Revenues"), minus: (i) project costs; (ii) any and all taxes paid by Provider, (iii) transaction fees of eight percent (8%) of Gross Revenues, (iv) \$18.00 per month, per charging station in network/connectivity fees related to the operation of the Equipment, and (v) Electricity payments or reimbursements by Provider for the period ((ii), (iii), and (iv) being referred to hereinafter as the "Service Fees" or "Fees").
- Provider shall issue the Revenue Payment to Client on or before the fifteenth (15th) day of each month subsequent to the applicable monthly revenue period. An activity report for the reported month detailing: the number of transactions, the Gross Revenues, and the Service Fees, will accompany each Revenue Payment.
- If the Gross Revenues do not cover the Service Fees incurred in a given month, such unpaid Fees will accrue to the following month.
- Client waives all claims for any additional payments beyond the Revenue Payment.
- Client agrees that unless Client executes the ACH Form Schedule V, no Revenue Payment shall be processed to Client unless and until either (i) the aggregate

amount due to Client exceeds \$50.00 or (ii) it is January 15th and there are unpaid Revenue Payments due to Client as of December 31st of the previous year.

- Session Limits. Provider shall be solely responsible for managing issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any party.
- Electricity. Client Electric Meter. If the Equipment is connected to Client's electric meter, Provider shall reimburse Client for the electricity used by the Equipment (the "Electricity Reimbursement"), in accordance with the usage indicated by the Equipment's internal meter. The meter indicates the exact amount of Kilowatt hours (kWh) that the Equipment utilizes in charging EVs during every calendar month ("Monthly kWh"). Provider will then reimburse the Client for the Monthly kWh at the rate, per kWh, which the utility company charges the Client in its monthly electricity bill. The Electricity Reimbursement shall be issued by Provider to Client on or before the fifteenth (15th) day of each month subsequent to the applicable monthly period of usage. Unless Client executes the ACH Form Schedule V, no Electricity Reimbursement shall be sent to Client unless and until either (i) the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement) exceeds \$50.00 or (ii) it is January 15th and there are unpaid Electricity Reimbursements due to Client as of December 31st of the previous year. Provider Electric Meter. Provider is hereby granted the option, which it may exercise at its sole discretion, to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Client.
- ACH Payments. Client will obtain its monthly Revenue Payments through direct electronic transmissions (ACH Payments), by providing its banking information to Provider and executing the ACH form attached as Schedule V hereof.

5. Relinquishing Parking Spaces.

By signing this agreement, Blink commits to using and paying the revenue share for each space listed from time to time on Exhibit A. If Blink no longer wishes to use one or more of the listed spaces, Blink must deliver 30-days' prior written notice to the City. Blink must further remove all signs and electric-charging stations associated with the relinquished space.

6. Infrastructure at Private Parking Facilities.

Blink may separately arrange for EV charging equipment installation on privately-owned parking facilities on such terms as Blink and the private owner may agree.

7. Interruption in Parking Spaces.

7.01. As a municipality, City may from time to time exercise municipal powers unrelated to this agreement that will nevertheless adversely affect Blink. Such actions may include redirection of traffic, street closures, prohibiting parking in various areas, or

other actions intended to facilitate public safety, the public interest, or the conduct of major events. No such action by City as a municipality is a breach of City's duties under this agreement or entitles Blink to any relief under this agreement. Likewise, no breach of contract or other duty by municipal utility providers is a breach of City's duties as City or entitles Blink to any relief under this agreement.

7.02. City will try to notify Blink ten days in advance of an interruption in Blink's ability to use a parking space, but it cannot guarantee that it will not fail to do so, either because of emergency or oversight.

8. Prohibited Interests in Contracts.

8.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

8.02. Blink warrants and certifies as follows:

- (i) Blink and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Blink has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

8.03. Blink acknowledges that City's reliance on the above warranties and certifications is reasonable.

9. Compliance.

- Blink must comply with all applicable federal, state, and local laws, rules, and regulations in its operations hereunder.

10. Insurance.

- 10.01. As provided in the referenced Agreement and contract documents.

11. Indemnity.

- 11.01. As provided in the referenced Agreement and contract documents.

12. Term, Termination.

- 12.01. This agreement lasts until the earlier to occur of (a) expiration or other termination of the Agreement between Blink and the City authorized by Ordinance 2021-02-04-____ or (b) 60 days' prior written notice of termination by either party.

- 12.02. Upon termination, Blink must remove all EV charging stations and associated equipment for which City requests removal in writing. Upon removal, Blink must restore the area in which the station was installed to the condition it was in before installation. All electric charging stations not removed at termination become the property of City. Blink agrees to maintain all equipment in working order and update hardware and software as technology improvements come online. Should the agreement be terminated prior to the end of the 5th anniversary, Blink and City will evaluate the current condition of the network and consider options for continued operation by Blink or City or removal of equipment by Blink. Funds accumulated in the Sustainability Fund from the revenue-share may be used to pay for equipment and/or removal costs.

- In the event this Agreement is terminated early by actions of the City, the parties may negotiate purchase by the City of installed charging equipment at amortized cost, assuming a five-year amortization period. The City will not be obligated to purchase the equipment and may choose that the equipment be removed at the City's expense. Site preparation elements may remain, or the City may require that sites be returned to pre-installation condition at City's expense.

In the event this Agreement is terminated early by the actions of Blink, the parties may negotiate purchase by the City of the installed charging equipment at amortized cost, assuming a five-year amortization period. The City will not be obligated to purchase the equipment and may choose that the equipment be removed at Blink's expense. Site preparation elements may remain, or the City may require that sites be returned to pre-installation condition at Blink's expense.

13. Appropriations.

All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to

appropriate money for this project in an annual City of San Antonio Budget, the City may terminate this Lease and have no further liability.

14. Default, Remedies for Default.

14.01. *Events of Default.* If Blink permits or fails to prevent any of the following occurrences, it is an event of default:

14.01.01. Blink fails to pay when due any installment of revenue share, and such default continues for five days after written notice from City, but Blink is not entitled to more than one notice of a delinquency in regularly recurring rent installments during any 12-month period. After the first such delinquency, Blink is in default for failure to pay revenue share timely even if City does not give notice.

14.01.02. Blink fails to comply with any term, provision or covenant of this Agreement, other than the payment of revenue share and does not cure such failure within 30 days after written notice thereof to Blink.

14.01.03. Blink deserts, vacates or abandons all or any of the parking spaces, and continuously operate its EV charging business on city property, or fails to commence business operations in the city or before 30 days after the effective date of the ordinance authorizing this agreement.. If Blink removes or makes preparations to remove its signs or electric charging stations (other than in the normal course of business) in amounts sufficient to indicate a probable intent to substantially vacate the location, Blink's breach is established conclusively.

14.01.04. The business operated by Blink is closed for failure to pay any State sales tax as required or for any other reason, other than repairs, death of the principals of Blink, or normal business holidays.

14.01.05. This Agreement is transferred to, or passes to, any other person or entity, except in a manner permitted herein.

14.02. *Remedies for Default.* Upon the occurrence of any Blink event of default, City may immediately terminate this Agreement and all rights of Blink under it. Upon termination, Blink must immediately surrender all parking spaces to City. If Blink fails to do so, City may, without prejudice to any other remedy, remove all Blink's signs and equipment without being liable for prosecution or any claim of damages. City may also seek to collect past-due revenue share by all lawful means.

15. Dispute Resolution.

15.01. Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants

must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

15.02. Filing suit on a claim that should be mediated waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

15.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

15.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

15.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

15.06. Mediator fees must be borne equally.

15.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief.

16. Miscellaneous.

16.01. *Applicable Law.* The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not be used to cause the application of the laws of a jurisdiction other than Texas. Both parties' obligations hereunder are performable in San Antonio, Bexar County, Texas.

16.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

16.03. *Successors.* This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

16.04. *Integration.* **This Written Agreement, together with the Electric Vehicle Infrastructure Agreement Referred to in the Background Facts at the Beginning of This Agreement, Represents The Final Agreement Between The Parties And May Not Be Contradicted**

By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.

16.05. *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion.

16.06. *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. It has no third party beneficiaries.

16.07. *Notices.* As provided in the referenced Agreement and contract documents.

16.08. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, the counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16.09. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, can alter the rights or obligations of the parties as contained in this agreement.

16.10. *Assignment.* Blink may not assign this agreement in whole or in part.

16.11. *Administrative Actions and Agreements.* The City Manager, or designee, may, without further council action, agree to, sign, and deliver on behalf of the City, all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults, including terminating this agreement. This paragraph does not authorize material amendments without council authorization, except as expressly provided for in 1.01, 2.02 and 5.

17. Incorporation of Exhibits.

Each exhibit referenced in this agreement is incorporated herein by reference for all purposes as if it were fully set forth.

18. Public Information.

Blink acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

Agreed, Consented to and Executed on the date indicated below.

City of San Antonio,
a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Blink Charging Company

By:  _____

Printed
Name: Brendan Jones

Title: Chief Operating Officer

Date: 2-2-2021

Approved As To Form:
Andrew Segovia
City Attorney

By: Assistant City Attorney

**Exhibit A to Blink Charging Company Parking Agreement.
Potential EVSE Sites, all Publicly-Accessible.**

Site Owner	Property Name	Address
City of San Antonio	City Hall	100 Military Plaza, San Antonio, TX 78205
City of San Antonio	Alamodome	100 Montana St, San Antonio, TX 78203
City of San Antonio	One-Stop/San Antonio Development Services Dept.	1901 S Alamo St, San Antonio, TX 78204
City of San Antonio	Henry B. Gonzalez Convention Center	900 E Market St, San Antonio, TX 78205
City of San Antonio	Houston Street Garage	240 E Houston St, San Antonio, TX 78205
City of San Antonio	Central Library Garage	600 Soledad St, San Antonio, TX 78205
City of San Antonio	Convention Center Garage	850 E Commerce St, San Antonio, TX 78205
City of San Antonio	St. Mary's Street Garage	400 N St Mary's St, San Antonio, TX 78205
City of San Antonio	Martinez Lot	S Alamo St & Martinez St, San Antonio, Tx 78205
City of San Antonio	S. Alamo Lot	418 S Alamo St, San Antonio, TX 78205
City of San Antonio	Durango Federal Lot	700 E César E. Chávez Blvd, San Antonio, TX 78205
City of San Antonio	Houston/Nolan Lot @ Elm	E Houston St, San Antonio, TX 78202
City of San Antonio	Market Square Lot	612 W Commerce St, San Antonio, TX 78204
City of San Antonio	I35 Lots	Interstate 35 between Commerce Street and Martin Street, San Antonio, TX 78207
City of San Antonio	I37 Lot	Interstate 37 10st & Austin St. San Antonio, Tx 78202
City of San Antonio	Pre-K 4 SA North Education Center	3635 Medical Dr, San Antonio, TX 78229
City of San Antonio	Pre-K for SA North Bus Depot 1- Cody Branch Library	11441 Vance Jackson Rd, San Antonio, TX 78230
City of San Antonio	Pre-K 4 SA North Bus Depot 4- John Igo Community Center/Branch Library	13330 Kyle Seale Pkwy, San Antonio, TX 78249

Exhibit V Parking Agreement EVSE Blink February 2021

City of San Antonio	Pre-K 4 SA North Bus Depot 5- Great Northwest Library	9020 Wellwood St, San Antonio, TX 78250
City of San Antonio	Pre-K 4 SA East Education Center	5230 Eisenhower Rd, San Antonio, TX 78218
City of San Antonio	Pre-K 4 SA East Bus Depot 6- MacArthur Park	1611 NE Interstate 410 Loop, San Antonio, TX 78217
City of San Antonio	Pre-K 4 SA East Bus Depot 7- Julia Yates Semmes Library	15060 Judson Rd, San Antonio, TX 78247
City of San Antonio	Pre-K 4 SA East Bus Depot 8- Thousand Oaks Library	4618 Thousand Oaks, San Antonio, TX 78233
City of San Antonio	Collins Garden Library	200 N Park Blvd, San Antonio, TX 78204
City of San Antonio	District 4 Heritage Community Center	
City of San Antonio	District 9 Senior Center	835 W. Rhaspody, San Antonio, TX 78216
City of San Antonio	Airport Integrated Control Center	