



Request for Qualifications

Solar Energy Services Provider 2016-17

Prepared By:

Crowley Independent School District
512 Peach Street
Crowley, TX 76036

REQUEST FOR QUALIFICATIONS

Requests for Qualifications will be received in the office of Dwayne Jones,
Executive Director of Business Services, Crowley Independent School District,
Business Office, 512 Peach Street, Crowley Texas 76036 for:

Solar Energy Services Provider

Due Date and Time: Wednesday, August 24, 2016 @ 2:00 p.m.

Notice to Proposers

The Crowley Independent School District will receive submissions of qualifications for **Solar Energy Services Provider** at the Crowley ISD Finance Office, 512 Peach Street, Crowley, Texas 76036, on August 24, 2016 at 2:00 pm, at which time submissions will be acknowledged and received.

Information and specifications are available online at www.crowleyisdtx.org under the "Purchasing Department" section.

The District reserves the right to reject any or all submissions or any part of a submission or to accept any submission or part of a submission deemed advantageous to the District and to waive any or all informalities.

Submission of Qualifications

All submissions must be received at the address below in the CISD Finance Office no later than August 24, 2016 at 2:00 pm. Two (2) hard copies and one (1) electronic copy of the submission shall be delivered to CISD on or before the due date and time. The submission must follow the format indicated in this section. Unnecessarily elaborate submissions beyond that sufficient to present a complete effective responsive submission are not desired. All submissions must be addressed to:

Crowley Independent School District
Attn: Dwayne Jones, Executive Director of Business Services
512 Peach Street
Crowley Texas 76036

All submissions must be clearly marked:

Attn: Dwayne Jones
RFQ – Solar Energy Services Provider – 2016-17
DUE DATE August 24, 2016 at 2:00 pm.

Any submission that is received by CISD after the due date and time will **not** be considered. Late RFQs will be rejected as non-responsive.

Inquiries about the Request for Qualifications:

All inquiries and requests for information affecting this submission must be submitted in writing to dwaynejones@crowley.k12.tx.us no later than close of business Friday, August 19, 2016. CISD reserves the right to determine whether questions merit response. If questions are answered, responses will be in the form of an addendum located on the CISD website under the Purchasing Department section.

General Terms and Conditions

1.1 Governing Law: All irreconcilable disputes arising out of this Agreement shall be conducted in Tarrant County in the State of Texas. Neither party shall institute any judicial action against the other party in any court located outside the State of Texas. Each party waives any claim of forum non-convenes or other objection to such jurisdiction. This Agreement shall be governed according to the laws of the State of Texas irrespective of the conflicts of laws provision of such state. This Agreement, together with all exhibits, addenda and properly executed amendments, constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all prior agreements, promises, negotiations or representations, whether written or oral, related to the subject matter of the Agreement that are not expressly set forth in the Agreement.

1.2 Agreement Components: Any or all portions of this submission and all portions of the vendor's submission shall be incorporated by reference as part of the final agreement.

1.3 CISD Obligations: CISD accepts no obligations for costs incurred by vendors responding to this submission or the award. CISD reserves the right to select a submission without discussion with the vendors. It is understood that submissions shall become part of CISD's official files. Retention of these submissions does not obligate CISD to any action. CISD reserves the right to reject any and all submissions received.

1.4 Taxes: CISD is exempt from state, federal, and local taxes, and will not be responsible for any taxes levied on the contractor resulting from this submission.

1.5 Equal Opportunity: It is the public policy of CISD, at all levels of procurement, to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of minority, small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. CISD, therefore, is committed to pursue such avenues in its employment and contracting activities which will further the goals of this policy. Similarly, a demonstrated commitment consistent with the goals of this policy by those with whom the CISD does business, including those vendors responding to the solicitation, is highly desirable by CISD.

1.6 The contractor shall agree to waive all right of subrogation against the district, its officials, employees and volunteers for losses arising from work performed by contractor for the district.

1.7 Vendor shall indemnify and hold harmless the CISD and its Board of Trustees, officers, agents, and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including but not limited to all expenses of litigation, court cost, penalties, and attorney's fees the CISD incurs defending any action, suite, or claim from any source whatsoever and of any kind or nature arising directly or

indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.

1.8 The selected vendor or vendors will be required to supply an insurance certificate naming CISD as an additional insured.

PROPOSAL FORM

PROPOSER SHALL USE THIS FORM IN SUBMITTING QUALIFICATIONS FOR CONSIDERATION

Proposal for: **Solar Energy Services Provider**

Crowley ISD retains the right to:

- Accept or reject any or all submissions.
- Make an award to any proposer based on their submission of qualifications.
- Negotiate with the awarded vendor until an agreement is reached.
- If no agreement can be reached with the first awarded vendor, CISD will discontinue negotiations with first awarded vendor and will have the option to open negotiations with the second vendor in the ranking.
- Make award based on factors other than price or delivery schedule.

Evaluation Scoring

The following areas will be evaluated to determine the highest scoring proposer:

- States Serviced
- Publicly Traded Company
- Government/Municipal Experience
- Power Purchasing Agreement (PPA) Offering
- Number of Years in Business
- Number of Employees
- Full-Service

Vendor Information

Company Name: _____

Address: _____

Date of Proposers

Submission: _____

Telephone

Number: _____

Facsimile Number: _____

Email Address: _____

Vendor Contact: _____

Scope of Services

**** RESPONSE TO NUMBERS 1-9 BELOW IS LIMITED TO TEN (10) PAGES TOTAL. ****

1. Provide an overview of your company.
2. Describe your unique capabilities as a full-service solar energy services provider.
3. Describe your experience meeting the needs of government/municipal entities.
4. Describe your project development process.
5. Describe the organization and management team that could be assigned to the project. Please include team experience and other relevant background material.
6. Describe your standard reporting programs and any specific reporting applicable to this type of sustainability program.
7. Do you offer financing through Power Purchasing Agreements (PPAs)? If so, please explain.
8. What type of project performance guarantees do you offer?
9. Describe any maintenance agreements associated with solar energy services you provide.
10. Please supply three (3) references, including the names, titles, email addresses and phone numbers of contacts and a summary of services provided. Referenced engagements should be of similar size and scope to this RFQ.

CERTIFICATION AND SIGNING OF PROPOSAL

The undersigned certifies that he has examined and is familiar with this RFQ package and the attachments listed therein; that he has checked all figures shown and understands that Crowley ISD will not be responsible for any errors, or omissions on the proposer's part in preparing this submittal.

THE UNDERSIGNED ACKNOWLEDGES ALL CONDITIONS OF THIS SUBMITTAL:

Dated this the _____ (day/date), 2016

Signature: _____

Printed Name: _____

Title: _____

Address: _____

**CRIMINAL BACKGROUND CHECK, FELONY CONVICTION DISCLOSURE AND
DEBARMENT CERTIFICATION**

(a) CRIMINAL BACKGROUND CHECK

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the CISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from CISD's property or other location where students are regularly present. CISD shall be the final decider of what constitutes a "location where students are regularly present." Bidder/Proposer's violation of this section shall constitute a substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction: _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name

(c) DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name

TERMS AND CONDITIONS

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

FIRE ARMS/CONTROLLED SUBSTANCES

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products are not allowed on school district property.

All contractors, subcontractors and their employees must submit to the Crowley ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Crowley ISD pursuant to this Bid/RFCSP on any and all Crowley ISD campuses or facilities. Vendor will not assign individuals to provide services at any Crowley ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Crowley ISD Business Office.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature _____

Printed Name _____

Company Name _____

Telephone Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications and pricing would apply?

Please initial on the appropriate line below.

Yes _____

No _____

If you (the Vendor) answered yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Crowley Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Crowley Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Crowley Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.