Chaffey Community College District

REQUEST FOR PROPOSALS 16P39
PROCUREMENT OF
SOLAR SYSTEMS

Issue Date: 6/14/16

Proposal Due Date: 7/18/16

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1. OVERVIEW

1.1 General Background & Notice to Contractors Inviting Proposals

The Chaffey Community College District ("Customer") is committed to creating a more vibrant, healthy, prosperous and sustainable community. The Customer is interested in generating electric power with solar systems on three (3) different sites, each serviced by Southern California Edison.

The Customer is issuing this Request for Proposals ("RFP") to solicit proposals from qualified Solar Contractor(s) ("Contractor") interested in the development of approximately 2.5 megawatts (MW) of solar generation systems.

Government Code Section 4217.10, et. seq., specifically, Section 4217.16, authorizes public agencies to solicit proposals from qualified persons and to award a contract on the basis of the experience of the Contractor, the type of technology employed by the Contractor, the cost to the local agency, and any other relevant considerations, provided that the projects deliver net cost savings to the public agency. The successful Contractor will be required to enter into a contract with the Customer. Contractors are asked to provide the Customer with the highest quality products at the best possible price.

Each Contractor shall be a licensed contractor pursuant to the California Business and Professions Code Section 7028.15 and California Public Contract Code Section 3300, and shall be licensed in the following classification as required by the scope of work: (A) C-20 (B) OR B license.

Any Contractor not licensed at the time of the RFQ/RFP opening will be rejected as non-responsive.

Pursuant to Section 1720.6 and Section 1771 of the Labor Code, the Project is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Contractor, copies of which are on file and will be made available to any interested party upon request at the Customer offices or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful Contractor at the job site. The successful Contractor, and all subcontractors under it, shall comply with all applicable laws and regulations, including but not limited to, the Labor Code provisions, which include hours of work, overtime and the employment of apprentices.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Contractor’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.
Pursuant to California Public Contract Code Section 22300, the successful Contractor may substitute certain securities for funds withheld by the Customer.

The successful Contractor will be required to furnish the Customer with a Payment and a Performance Bond equal to 100% of the Contract price, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and placed on the bond forms provided by the Customer. Proposals shall include the cost of obtaining such bonds.

Contractors shall execute the “Non-Collusion Declaration” attached to the RFP as Attachment C.4.

The successful Contractor shall be required to comply with all applicable laws, including but not limited to, the Labor Code and the prevailing wage laws.

To provide best value to the Customer, various financing options are sought so that the Customer can select from appropriate choices including, but not limited to direct purchase, power purchase agreement (“PPA”), other cost-effective options and/or a combination thereof, that create net cost savings to the Customer.

Included in the base cost should be one (1) public display with instructional kiosk or monitor to provide for public viewing of monitored data at each campus. Additionally, infrastructure should be provided for the future installation of Pay & Display boxes for parking passes in Lot 11. See Attachment A.2 for further details.

Included as optional add-ons in both the cash purchase and PPA scenarios should be:
1) the re-surfacing of parking lot 11 at the Rancho Cucamonga Campus after installation of the solar system,
2) the installation of electric vehicle charging stations at each of the three different installation sites. See Attachment A.1 for more details.

All proposals must also provide pricing, terms and conditions outlining a minimum 20-year system performance guarantee.

The Customer has identified the following sites to install solar:

<table>
<thead>
<tr>
<th>Solar Sites</th>
<th>Site Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rancho Cucamonga Campus</td>
<td>5885 Haven Avenue, Rancho Cucamonga, CA</td>
</tr>
<tr>
<td>Fontana Campus</td>
<td>16855 Merrill Avenue, Fontana, CA</td>
</tr>
<tr>
<td>Chino Campus</td>
<td>5897 College Park Avenue, Chino, CA</td>
</tr>
</tbody>
</table>

At a minimum, Contractors must have successfully developed at least 5 solar projects totaling at least two (2) MW each, which are in commercial operation at the time of the issuance of this RFP, and who have experience in successfully completing DSA certified projects for higher education institutions using a design-build, design-bid-build, or CM at Risk delivery method. The Customer reserves the right to deem any proposals which do not meet this standard as non-responsive.
1.2 Process Timeline

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>6/14/16</td>
</tr>
<tr>
<td>Initial Questions/Clarifications Due</td>
<td>6/20/16</td>
</tr>
<tr>
<td>Addendum 1 Issued</td>
<td>6/23/16</td>
</tr>
<tr>
<td>Site Tours and Pre-Proposal Conference</td>
<td>6/28/16</td>
</tr>
<tr>
<td>Last Day for Questions/Clarifications</td>
<td>7/1/16</td>
</tr>
<tr>
<td>Addendum 2 Issued</td>
<td>7/11/16</td>
</tr>
<tr>
<td>RFP Response Due</td>
<td>7/18/16</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>7/19/16 – 8/25/16</td>
</tr>
<tr>
<td>Vendor Interviews</td>
<td>8/4/16</td>
</tr>
<tr>
<td>Board Meeting with Intent to Approve</td>
<td>8/25/16</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>8/26/16 – 9/9/16</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>9/9/16</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>9/9/16</td>
</tr>
</tbody>
</table>

*Note: Timeline is approximate and subject to change at the Customer’s sole discretion.

2. SOLICITATION PROCESS

2.1 Process

This RFP will be evaluated in two stages. In the first stage, the Customer will review Contractor qualifications and price proposals. In the second stage, the Customer intends to conduct interviews only with Contractors within competitive range, as determined by the Selection Committee, based on the evaluation of first stage proposals using the criteria outlined in section 2.3. All addenda and notices related to this solicitation will be posted by the District on Purchasing Services’ website at www.chaffey.edu/purchasing. All supporting documents related to this RFP can be found and downloaded via a public Dropbox account located here: https://www.dropbox.com/sh/7n2uu2jotyw81v/AAB5ve5geeUIFWKMF10WFBva?dl=0

If any issues arise while attempting to download the documents from Dropbox, then please contact Rudy Vega to obtain a copy of the files on a flash-drive. Rudy Vega can be reached by email at rudy.vega@chaffey.edu and by phone at 909-652-6701.

The Customer reserves and may exercise one or more of the following rights and options in its sole discretion with respect to this RFP:

- Reject any or all proposals;
- Supplement, amend or otherwise modify this RFP;
- Cancel this RFP with or without the substitution of another RFP;
- Issue additional or subsequent RFPs;
- Conduct investigations with respect to the qualifications of any Contractor;
- Select by proposal review only or interview/negotiate as needed;
- Change any time for performance set forth in this RFP;
- Waive any non-material deviation from this RFP; and
- Negotiate bid-pricing and conditions.
Issuance of this RFP and receipt of proposals does not commit the Customer to award a contract. Customer expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Contractor concurrently, or to cancel all or part of this RFP. Customer shall have no obligation in any manner for Contractors’ expenses for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Such expenses shall be each Contractor’s sole responsibility.

2.2 Selection Committee

The Selection Committee will consist of representatives selected by the Customer who will evaluate all proposals in accordance with evaluation criteria set forth in this RFP. During evaluation of the proposals, the Selection Committee may contact Contractors or their references for written clarification or additional information at the Customer’s discretion.

2.3 Evaluation Criteria

The Customer reserves the right to determine the number of Contractors who will advance to oral presentations. The preliminary scoring will be based on the total points awarded by the Selection Committee to each proposal. Each proposal will be scored on a scale from 0 to 100 points.

<table>
<thead>
<tr>
<th>Proposal Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Completeness of Proposal:</strong> ALL required schedules, forms and informational items have been submitted by the specified due date and time. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and Attachments may be considered incomplete and rated a Fail in the Evaluation Criteria.</td>
<td>Pass/ Fail</td>
</tr>
<tr>
<td><strong>B. Technical Proposal &amp; Approach:</strong> Contractors will be evaluated based on the completeness and quality of technical documentation for proposed systems, including preliminary module layouts and electrical diagrams. Submittal should account for available space, proposed orientation and tilt, and site-specific construction conditions (roof type, soils issues, etc.). Total projected energy production for the proposed PV system designs should be realistic while accounting for a production guarantee and site-specific design constraints. Module and inverter supply, availability, and quality must meet or exceed RFP requirements and have a proven track record. Monitoring system and plan should ensure accurate billing and performance tracking, while offering the ability to view monitoring data online, and providing a public view of high-level performance information. The project schedule and timetable should be complete, realistic, with risk mitigation and escalation processes, and appropriate for RFP requirements. Project plan and schedule should account for RFP submittal requirements, complexity of project, and demonstrate methodology for management of multiple projects simultaneously.</td>
<td>30</td>
</tr>
<tr>
<td><strong>C. Project Cost:</strong> Contractors will be required to propose prices for both PPAs (per kilowatt-hour) and direct purchase (per rated Watt DC) by the customer, broken down by campus, including optional add-ons, as specified in the bid sheet, Attachment B.2. The Contractor will be evaluated based the net benefit the solar system(s) provide the Customer. Customer will determine the benefit based on the systems’ price and production. Contractors do not need to provide estimated benefits. Costs should be appropriate given proposed system size, estimated production, and forecasted energy use of the facility.</td>
<td>40</td>
</tr>
<tr>
<td>Proposal Evaluation Criteria</td>
<td>Points</td>
</tr>
<tr>
<td>------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>E. Financing Plan and Financing Partners:</strong> Contractors will be evaluated based on financial stability and ability to provide timely financing as judged by independently audited financial statements, or Dun and Bradstreet report, if available, and evidence of insurance and bonding capacity per RFP requirements. Proof of funding should be provided for the project per RFP submittal requirements, and evidence should be submitted of prior experience of financing partners to successfully complete government projects, with a reasonable cost of financing, as demonstrated in project savings model.</td>
<td>5</td>
</tr>
<tr>
<td><strong>F. Qualifications and Experience:</strong> Contractors will be evaluated based on their demonstrated experience in bringing solar energy projects with collective generation capacity of over two (2) megawatts to commercial operation. In addition, Contractors will be evaluated on their demonstrated experience of the team’s senior management personnel in structuring such projects and bringing such projects into operation for public higher education institutions on time. If the Contractor is a team or joint venture of multiple companies, the Selection Committee will consider the experience of each member of the team or joint venture, in light of their role in the proposed team or joint venture.</td>
<td>20</td>
</tr>
<tr>
<td><strong>G. Contract Terms and Conditions:</strong> Contractors will be evaluated based on their conformance with contract language and unique contracting requirements included in RFP specifications and Attachments, providing maximum value and lowest scheduling, performance and cost risks. Any exclusions and exemptions must be clearly stated in part XI of your response.</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

### 2.4 Oral Proposals & Interviews

The Customer will compile a list of Contractors to interview, as determined by the Selection Committee, based on the evaluation of first stage proposals, using the criteria noted above. If selected for an interview, the Contractor will deliver a concise 20-minute presentation, with an additional 20 minutes allocated for questions. Each interview will be scored on a scale of 0 to 50 points. Additional points from oral presentations will be added to a Contractor’s proposal evaluation score from the first stage. The point total from the proposal and oral presentation evaluations will be the basis from which the Selection Committee will make award decisions.

<table>
<thead>
<tr>
<th>Oral Presentation Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Clarity of Presentation:</strong> Ability to deliver a concise and professional presentation.</td>
<td>20</td>
</tr>
<tr>
<td><strong>B. Clarity of Responses to Questions:</strong> Ability to provide accurate and concise responses to Selection Committee questions.</td>
<td>20</td>
</tr>
<tr>
<td><strong>C. Presentation Distribution by Staff Type:</strong> Coordination of presentation across professionals who will be working with financing, construction, project management etc.</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>50</td>
</tr>
</tbody>
</table>

Customer reserves the right to negotiate final offers with select Contractors.

### 3. SCOPE OF SERVICES (PPA & OWNERSHIP LANGUAGE)
The scope of this RFP is to identify qualified Contractors to design and install solar generation systems. To provide best value to the Customer, various financing options are sought so that the Customer can select from appropriate choices including, but not limited to direct purchase, PPA and other cost-effective options.

Customer prefers to use either traditional PPAs or a direct purchase method of purchasing solar systems. The Customer’s Design Build agreement is attached hereto as Attachment C.1. The Customer may also be interested in alternative PPA structures, financing alternatives, or sources of federal, state and/or local funding that the Contractor can assist with providing (e.g. equipment leases, government subsidized loans, etc.), pricing pegged to utility rates, Energy Service Contracts, etc. The type of financing method will be determined during the negotiations phase of this solicitation. The contractual obligation will be to either provide design, construction/installation and commissioning of PV systems under a direct purchase or financed purchase methodology, or to provide electricity from solar power generation systems under a PPA or other acquisition method as negotiated.

Although the Customer has conducted site surveys and other due diligence, each Contractor’s submitted pricing should anticipate that there may be some sites for which unforeseen conditions or other factors exist that may result in the inability to proceed with an individual site or sites as described. In such cases, the Customer must have an opportunity to identify and substitute alternate sites of a similar size to those described within this solicitation. The site must be mutually acceptable to both the Customer and the Contractor. However, the Customer is under no obligation to identify a substitute site. Furthermore, the Customer reserves the right to determine whether to accept the Recommendation for Award and pricing as submitted. Pricing will be submitted using Attachment B.2.

Additional site by site information is available in Attachment A.1. Contractors should refer to this attachment for site specific requirements and constraints: layouts, site specific schedule constraints, site access constraints, interconnection, etc. Information is also available in Attachment A.2, which describes the full scope of services and the requirements thereof, as requested by the Customer. Information regarding the Customer’s existing electrical infrastructure and the available geo-technical reports can be found in Attachment A.3 and A.4, respectively.

The Customer reserves the right to determine the type of financing based upon the Contractors’ proposed pricing and other Evaluation Criteria. Contractors will be required to submit both direct purchase and PPA pricing for all sites. Contractors are required to provide PPA pricing under the terms and conditions specified in the sample PPA and site lease found in Attachments C.2 C.3. In addition, Contractors have the option to provide separate PPA pricing under their own terms, the details of which should be included in the RFP response. The Customer will evaluate all options with the goal of identifying the proposal that is in the Customer’s best interests and presents the lowest risk to Customer.

3.1 Contractor Responsibilities

The Contractor must design, install, and, if applicable, maintain and finance a turn-key solar photovoltaic project on Customer facilities. In addition, the Contractor must include terms and conditions for a performance guarantee for a minimum period of twenty (20) years.

3.1.1 Pre-/Construction, Implementation, and Maintenance

All solar power generation systems proposed under this RFP must conform to industry best practices and the requirements described in detail in Attachment A.2, along with site information
provided in Attachment A.1, and during site walks, regardless of financing offered. Attachment A.2 provides the system’s minimum specifications, warranty requirements, operations and maintenance requirements and performance guarantees. The Contractor must demonstrate how their proposal will meet these technical requirements and pricing must include these specifications.

3.1.2 Financing, for PPA and/or Alternative Financing Option

Contractors must:
- Arrange and execute financing for the life of the project,
- Provide a letter of commitment, within 90 days of a signed contract with the Customer, from any financial party who will underwrite the project,
- Aggregate all federal, state, local and utility incentives and incorporate these into the proposed pricing.

PPA language must include language for the following:
- Output guarantee
- Pricing
- End of service life
- Option to purchase
- Termination
- Seller and Purchaser rights
- Relocation

4. PROJECTS AND SITES

The Customer has identified three sites that it is making available for Contractors to price as part of this solicitation. Contractors shall submit a proposal that includes some or all of the three sites to deliver a proposal which maximizes the net benefit to the Customer.

4.1 Projects

Site information has been provided for the Contractors’ reference. All referenced documents are available in Attachments A.1-A.4 in this RFP.

a) Site Technical Overview – Attachment A.1
b) Design Specifications – Attachment A.2
c) Single Line Diagrams – Attachment A.3
d) Geotechnical Surveys – Attachment A.4

The Customer makes no representations with respect to the sites, including their suitability for the installation of PV system or any other purpose. The Contractor and its partners, if any, take sole and full responsibility for conducting any necessary due diligence and assessing the sites and their conditions in developing its proposal.

4.1.1 Preliminary Site Assessment Data

Detailed site information regarding each site is included in Attachment A.1 for Contractor review.
4.1.2 Site Visits

The Customer plans to coordinate individual site visits for every site listed in this RFP. A list and schedule of the bid walks will be provided to Contractors in an Addendum. Although these site walks are not mandatory, they are strongly recommended, and Contractors will be expected to make themselves aware of all site conditions at these and all sites prior to submitting a proposal.

5. INSTRUCTIONS

5.1 Customer Contact

Direct all questions to:

Steve Clarke, P.E.
Director – Southern California Operations
Newcomb Anderson McCormick
1115 W Sunset Blvd Suite 805
Los Angeles, CA 90012
O 213-935-8352 | C 415-699-9310
steve_clarke@newcomb.cc

5.2 Determination of Responsibility

Upon request by the Customer or the Selection Committee, the Contractor will affirmatively demonstrate its responsibility in connection with this RFP. The Customer reserves the right to consider as non-responsible a Contractor that has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Contractor to be unable or unlikely to perform the requirements of the contract.

At any time, the Customer may request a Contractor to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of a Contractor to furnish requested information may constitute grounds for a finding of non-responsibility of the Contractor. The Customer may deny the award, renewal, or assignment of a contract to or for any Contractor that is in default of payment of any money due the Customer.

Factors that may be considered in connection with a determination of responsibility include:

- The ability, capacity, organization, facilities, and skill of the Contractor to perform the contract or provide the goods or services required;
- The ability of the Contractor to perform the contract or provide the services within the time specified without delay, interruption or interference;
- The integrity, reputation, and experience of the Contractor, and its key personnel;
- The quality of performance of previous contracts or services for the Customer or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
- The sufficiency of financial resources of the Contractor to perform the contract or provide the services;
- Provide Payment and Performance Bond, during the construction of solar system only;
• The certification of an appropriate accounting system, if required by the contract type; and
• Past debarment by the Customer or other entity.

The Customer may require the Contractor to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business. An authorized representative of the Customer may visit any Contractor's place of business during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, a Contractor must submit information about its reputation, past performance, business and financial capability, and other factors that demonstrate that the Contractor is capable of satisfying the Customer's needs and requirements for a specific contract.

5.3 Late Proposals

Responses to each step of this RFP received after the date and time specified are considered late, and will not, under any circumstances, be considered for any award resulting from this RFP.

5.4 Proposal Withdrawal/Modification

A Contractor may withdraw or modify a proposal upon receipt by the Customer of a written request received from the Contractor before the deadline specified for the submission of proposals.

5.5 Proprietary & Confidential Information

All correspondence with the Customer including responses to this RFP will become the exclusive property of the Customer and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by the Customer and shall not be subject to disclosure under the California Public Records Act until after either the Customer and the successful Proposer have completed negotiations and a recommendation has been made for award of a Contract or the Customer has rejected all proposals. Furthermore, the Customer will have no liability to the Proposers or other parties as a result of any public disclosure of any proposal or the Contract.

After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If a Proposer desires to exclude a portion of its proposal from disclosure under the Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Customer is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the Customer will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.
5.6 Proposal Preparation Expenses

All costs incurred in the preparation and submission of proposals, participating in interviews and responding to requests for additional information will be borne by the Contractor and will not be incurred in anticipation of receiving reimbursement from the Customer. The Customer makes no representation that any Contract will be awarded in response to this RFP. The Customer will not be liable for any costs incurred by the Contractor incidental to the preparation and presentation of qualifications either orally or in the proposal.

5.7 Verbal Explanations

Verbal explanations or instructions given by an agent or employee of the Customer to a Contractor in regard to this proposal will not be binding on the Customer. Any binding information given to a Contractor in response to a request will be furnished to all Contractors as an RFP Amendment or Addendum, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Contractors. Only such RFP Amendments or Addenda, when issued by the Customer, will be considered binding on the Customer.

5.8 Terms & Conditions

Any Contract awarded as a result of this proposal will contain the RFP Terms and Conditions of the Contract between the Customer and the Contractor contained in Attachment C.1 of this RFP, except and unless modified by the Customer prior to the Stage 2 process. In addition, a Contract involving deliveries of energy conforming to the Clean Renewable Energy requirements described below will contain Contractor warranties, representations and covenants with respect to meeting such requirements.

Each Contractor must acknowledge that it agrees to all Electricity Purchase Terms and Conditions of Contract.

6. PROPOSAL OUTLINE

The Contractor shall submit three (3) hard copies and one (1) electronic copy of their proposal. The electronic copy of the proposal must be in either Adobe PDF or Microsoft Word format, with exception of the pricing sheet and production data, which may only be provided in Microsoft Excel format and shall be stored and submitted on a flash drive.

In order to facilitate quick review, accurate scoring and timely award of the project, the Contractor must submit their proposal within the following guidelines and format. Efforts to keep the proposal as concise as possible should be made. Proposals should not be longer than fifty (50) pages, excluding appendices.

Contractors shall utilize Attachment D.1 - Proposal Checklist to ensure all necessary items are included in the submittal. Incomplete proposals may not be considered.

Cover Letter

Proposal shall begin with a signed cover letter stating commitment to all material within the proposal.

PART I Table of Contents
Proposals shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.

PART II Project Narrative

Each Contractor should provide a summary of no more than four (4) pages of the information contained in the following sections. Bid responses shall include a description of the Contractor’s capabilities and approach in providing its goods and/or services to the Customer, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the Customer.

PART III Qualifications and Experience

Contractors are to complete the Experience Form contained in Attachment B.1 providing information demonstrating relevant project experience in terms of project type, size, client type, and financing mechanism. Contractors shall identify the number of installations completed, including system sizes, in the past three years, broken down by system type.

In addition to completing the Experience Form, Contractors are encouraged to provide additional information describing their relevant experience and why it makes them the most qualified firm to perform the work.

PART IV Key Personnel

Proposals shall include a complete list of all key personnel associated with the solar systems being delivered. This list must include all key personnel who will provide services/training to Customer staff and all key personnel who will provide financing, maintenance and support services for all project phases. Shall not exceed 25 pages. For each person on the list, the following information shall be included:

- The person’s relationship with the Contractor, including job title and years of employment with the Contractor;
- The role that the person will play in connection with the solar power generation systems being delivered;
- Address, telephone, fax numbers, and e-mail address;
- Person’s educational background; and
- Person’s relevant experience, certifications, and/or merits and track record of successfully delivering renewable energy systems.

PART V Pricing Proposal and Production Form

The Contractor shall submit project pricing in the form of a completed worksheet from Attachment B.2 in an unlocked electronic Excel format.

PART VI Technical Proposal

The Technical Proposal shall describe the equipment, materials, and methods to be employed by the Contractor to meet the goals of the Customer for the Project and the requirements set
forth in this RFP. Contractors shall provide a narrative that describes the equipment and systems proposed, and demonstrates how they meet the requirements of the RFP and site specific constraints (roof type and age, soils issues, etc.). The technical Proposal shall include the following:

- **Proposed System Overview:** Technical narrative that describes the proposed systems, including but not limited to: general considerations, rated kWp DC capacity, expected kWh AC output in the first year and over a twenty-five (25) year period, mounting approach (tilt, tracking), system layout and design, and total area required for the PV system.

- **Proposed Equipment List:** Model, technical specifications, quantity and characteristics of: modules, inverters, mounting structures, tracking system (if any), generation meters, Data Acquisition System (DAS), and monitoring system. The Technical proposal will describe the availability, supply and quality of proposed equipment. Equipment cut sheets shall be included as appendices. In addition, bidders should also provide spec sheets for optional bid add-ons as well, such as EV charging stations, etc.

- **Proposed Equipment Warranties:** Documentation describing warranties for all major system components including modules, inverters, monitoring systems, tracking systems and mounting structures. See Attachment A.2 for details. Documentation must describe the duration of the warranty, and the nature of the performance guarantee(s). Actual warranties shall be included as appendices.

- **Preliminary Layout of the System:** Provide a plan view layout drawing describing the locations of modules, inverters, inverter pads and shelters, transformers, trench and conduit runs, and other relevant information. Inverter locations shall be shown on each layout and scaled to convey the approximate space needed for the inverters and all associated equipment to be installed in the same location.

- **Canopy and Racking Details:** Explain in detail how proposed layouts and racking systems will facilitate easy access to canopy structures for ongoing maintenance and repairs. Place particular emphasis on adherence to the specifications in Attachment A.1.

- **Preliminary Single-line Electrical Diagram of Proposed Systems.**

- **Monitoring System Preliminary Design:** Overview of the proposed Data Acquisition System (DAS), including quantity and model of proposed sensors, data acquisition hardware and software, screen shots of proposed solutions, and IT requirements. Contractors shall identify requirements for connecting the DAS to the Internet.

- **Monitoring / Data Presentation Information:** Specifications of proposed monitoring software, including screenshots of user interface and system diagnostic capabilities, as well as hosting requirements, performance data and billing management plan and processes. DAS shall include a minimum of one (1) public display instructional kiosk or monitor to provide for public viewing of monitored data at each campus.

- **Supporting Data:** Contractors shall also submit annual estimated production data copied and pasted into the appropriate cells in Attachment B.2. Contractor must also submit estimated production results report(s) from PVSyst or equivalent software for each site. All assumptions used in creating the production data shall be listed.
• **Performance Guarantee:** Contractors are to submit and briefly describe Performance Guarantee. See [Attachment A.2](#) for details.

**PART VII Proposed Project Approach**

The Proposal shall include a description of the approach the Contractor will use to design, procure long-lead time equipment, construct, and commission the solar power generation systems to meet the goals of the Customer as described in this RFP. The Proposal shall describe how the Contractor will comply with the requirements of the RFP, obtain timely permits and approvals, and accommodate ongoing operations during construction, including how the Contractor intends to meet the Customer’s schedule.

The Proposal shall describe the Contractor’s approach to the Project and construction management, document control, and Project administration, including risk mitigation and escalation processes. Due to the number of potential PV sites, the Contractor shall clearly indicate how the work will be phased to meet the goals of the Customer. The Proposal shall include a narrative addressing how the Contractor recommends phasing the work in order to efficiently execute the design, Design Review, installation, and commissioning of the systems. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of the Contractor’s strategy for communicating with the Customer and assisting them in their efforts to achieve the overall objective(s) of the Project as described herein. Shall not exceed 10 pages.

**PART VIII Financial Strength**

All Contractors must provide information as requested below relating to their team’s financial ability to build, own (if necessary) and operate (if necessary) the Project. Please note that at any time during the entire selection and implementation process, the Customer may request additional financial information. Please acknowledge your understanding of this statement and discuss any limiting considerations.

If available, provide audited financial statements for the past three years for the prime contractor and all supporting contractors (excluding financing partners). Links to this information would be preferable.

If audited financial statements are not available then describe each contractor’s financial ability to build, own (if necessary) and operate (if necessary) the Project. Please include the following information:

- Liquidity, including cash on hand and/or ways to finance short-term cash flow requirements (lines of credit, revolving debt, etc.).
- The basis for the ability to meet ongoing construction, operating and debt commitments (i.e. annual “free cash flow”).
- Are there any current, pending or anticipated lawsuits, commitments or other issues that would preclude the building, owning or operating the Project?
  - If so, describe how you would mitigate these issues in connection with the Project.
- The number of employees at each contractor.
Contractor must indicate any and all suits or claims in which the Contractor or its personnel were parties and which related to construction projects within the past five (5) years. If a suit or claim was limited to a claim from a subcontractor to the Contractor or a supplier to the Contractor and did not include a project's owner, you need not include that suit or claim in the Statement and Proposal.

- Include a claim or other demand asserted against any bid bond, performance bond, or payment bond posted by your Firm in connection with any construction contract or your submittal of a bid/proposal for a construction contract or photovoltaic solar generating project contract.

- Has your Firm ever been declared in default or terminated for cause under a construction contract or photovoltaic solar generating project contract? If “yes” provide details of that situation.

- Has your Firm or any predecessor to your Firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, or for making any false claim or material misrepresentation to any public agency or entity? If “yes” provide details of each conviction.

- In the past five (5) years, has your Firm or any predecessor to your Firm, been denied an award of a public works contract based on a finding by a public agency that your organization was not qualified or not a responsible bidder? If “yes” provide details of that situation.

Describe any litigation or formal complaint(s), including mechanics liens filed against or by the Contractor resulting from or attributable to its current or past involvement with any major construction projects (having an estimated construction cost exceeding $4 million). Describe any current or past disciplinary action(s) taken by the California Contractors State License Board. Failure to properly make this disclosure may result in the rejection of all or any part of Contractor’s proposal or termination of any contract or agreement entered into pursuant to this RFP process.

**PART IX Financing Methodologies**

All Contractors must provide information as requested below relating to their financing methodologies. As requested below, all Contractors must describe the financing methodology they intend to use for the sites. This section of the bid response should not exceed 10 pages. Please note that at any time during the entire selection and implementation process, the Customer may request additional information regarding the financing methodologies or financing partners. Please acknowledge your understanding of this statement and discuss any limiting considerations.

Contractor must:

- For a PPA plan of finance, describe the structure of your partnership with the financial partners you anticipate using for these Projects. If self-financing, please describe the financing plan, the source of funding and number of projects that the prime firm has financed utilizing this methodology. In addition, if self-financing, then the prime firm must demonstrate proof of funding sufficient for all sites.
• For a PPA plan of finance, identify any financing or funding mechanisms you are considering that are not found in typical PPAs (e.g. debt provided by the government entity, new market tax credits, etc.).

• Please describe any additional sources of federal, state and local funding that may be available to the Customer. If additional sources are a loan or credit support, please provide indicative metrics (principal payments, interest rates, debt service schedules, final maturity, etc.).

• Identify whether the prime firm has ever filed for bankruptcy or experienced a delayed renewable energy generation project that resulted from a lack of available funding and/or a loss of funding to a client due to the inability to secure a financial partner. If yes, please explain.

• Provide representation that the prime firm and anticipated financial partners have not, nor has any of the members of its governing board or principal officers, been indicted or convicted of fraud, corruption, collusion, bribery, or money laundering. If the Contractor is unable to so warrant, then describe the circumstances and provide evidence that whatever is the case will not prevent it from entering into the contemplated agreements and fulfilling all services required.

• Those Contractors proposing an alternate financing mechanism must:
  
  o Describe any alternate financing mechanisms. Provide indicative metrics (principal payment structure, interest rates, debt service schedules, final maturity, up-front fees, credit requirements, demographic requirements, etc.).
  
  o Provide examples and references of similar successful financing placements using the proposed method(s).
  
  o Provide a discussion on the difficulty of implementation and a description of the financing timeline.

PART X Implementation Plan

Contractors are to provide a detailed GANTT style schedule describing all phases of the project and the Contractor’s services, major milestones, and task dependencies associated with financing, designing, permitting, and installing the sites. This implementation narrative shall include the financing strategy and timing, the procurement strategy for equipment and materials, steel fabrication plan, workforce plan, staging, construction, equipment installation, acceptance testing, project close-out, and commitment from financial partners and suppliers and/or manufacturers substantiating the availability of major long lead-time equipment or resources to meet the proposed schedule.

This implementation plan must inform the Customer of critical path decision milestones, and include time for review and approvals. Contractors must identify the allocation of staffing resources necessary to deliver the projects. The plan, excluding the electronically submitted schedule, should be no more than five pages in total and shall cover all sites for which the Contractor intends to submit bid proposals.

PART XI Exception and Exclusion
Contractor shall discuss all exceptions and exclusions to the RFP package, including the Design-Build agreement and PPA template and associated Site Lease template attached hereto as Attachments C.1, C.2 and C.3. Failure by the Contractor to markup the Design-Build agreement and/or PPA template and Site Lease template in the written RFP response shall be deemed a waiver of the Contractor’s rights to challenge the terms of the agreements, and the Contractor, by its submission of the proposal, does hereby consent to such waiver.

PART XII Sample PPA Template

As an alternative to submitting a markup of the PPA template identifying Contractor’s exceptions and exclusions thereto, Contractor may instead include with the proposal a proposed template PPA agreement that outlines terms and conditions that are desired in a final contract. Final PPA agreement terms and conditions will be negotiated with the selected Contractor. Customer may, in its sole discretion, reject any alternate PPAs.