



**REQUEST FOR PROPOSALS**  
For a SOLAR PROJECTS

At San Bernardino City Unified School District Campuses

**RFP – Solar Power Purchase Agreement – Phase I**

**Proposals Due: January 11, 2016 by 1:00 P.M.**

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## 1.0 RFP OVERVIEW

### 1.1 RFP SUMMARY

This RFP is for the installation of approximately 4.5 MW DC on-site DSA pre-check parking canopy solar PV systems at ten San Bernardino City Unified School District (“District”) campuses. The District seeks to contract third party owned on-site solar PV systems to be installed on specified District facilities and the solar PV electricity generation output (“solar power”) to be sold to the District host facility under a twenty (20) year term Power Purchase Agreement (PPA). This RFP is being procured pursuant to Government Code section 4217.10 et seq.

Respondents must propose to finance, design, engineer, construct and install, operate, and maintain the third party owned solar PV systems at the District host facilities listed in Attachment 3. The pricing for the solar power shall be provided for each or both of the following:

1. a fixed price rate (cents per kWh) with an annual escalator (in % per year)
2. a fixed price rate (cents per kWh) with no annual escalator

Projects will be awarded based on a demonstration of technical expertise and experience, the capacity to deliver the solar PV systems proposal, and best value based on performance and price for the twenty year term of the solar power sold to the District host facility. It is expected that shortly after this solicitation period, the agreements will be negotiated and finalized for Board consideration for approval.

- **Site walks** will be held on DECEMBER 28, 2015 from 10:00 am to 4:00pm, for the 10 San Bernardino City USD sites. Initial meeting location will be **at the Facilities Offices at 956 W. 9<sup>th</sup> Street, San Bernardino, CA 92411**. Attendance at site walks is not mandatory, but the respondent is solely responsible for understanding the requirements for each and every site in this solicitation.
- **Questions** regarding this RFP shall be submitted *in writing* by December 30, 2015.
  - E-mail: [andrew.agopian@aecom.com](mailto:andrew.agopian@aecom.com)
  - Questions received after the cut-off date specified above will not receive a response.
  - Telephonic or direct questions to AECOM or District facility staff are not permitted. **If a potential respondent contacts any District person, Board member, or AECOM person other than the contact above, respondent shall be disqualified and the submitted proposal will be deemed non responsive.**
  - All questions submitted in writing will be responded to in writing and distributed via e-mail accordingly on January 6, 2016.
- **All interested respondents must register** for this RFP by submitting a Respondent Registration Form (see form in Attachment 4a), addressed by e-mail, as indicated above. This form must identify a single person for all communication regarding this RFP. These forms must be received **no later than December 28, 2015** to ensure that responses and RFP amendments are sent in sufficient time for your consideration during the preparation of the proposal. RFP, amendments and responses to written questions will

be sent by e-mail only to registered respondents. The District reserves the right to issue amendments to this RFP or to cancel this RFP at any time during the proposal submittal period.

- Each respondent will submit its proposal in two sealed “envelopes” or boxes/CD’s. Each one must be clearly labeled on the outside as:
  1. **Solar PPA RFP Response Envelope #1 - Qualifications and Experience of \_\_\_\_\_ [respondent name], Due Date: January 11, 2016**
  2. **Solar PPA RFP Response Envelope #2 - Price Proposal of \_\_\_\_\_ [respondent name], Due Date: January 11, 2016**

Three (3) hardcopies and (1) one electronic copy (PDF on CD) proposal must be received no later than 1 p.m. on January 11, 2016 at the following location:

San Bernardino City Unified School District  
 956 West 9<sup>th</sup> Street  
 San Bernardino, CA 92411

Respondents should also include label information identifying that the material contained in each envelope or box/CD is for this RFP, and the contact information of the person who can be reached for questions or information.

**Proposals or partial proposals and modifications thereof received after the closure time specified will not be considered. No facsimile or e-mail or other electronic transmittance of proposal documents will be accepted in whole or part.**

### 1.2 RFP Schedule

<b>Event</b>	<b>Date</b>
Issue RFP	December 17, 2015
Respondent Registration Form Due	December 28, 2015
Site Walks	December 28, 2015
Due Date for Submitting Questions (in writing)	December 30, 2015
Responses to Questions	January 6, 2016
Proposals Due	January 11, 2016 @ 1:00 P.M.
TBD Interview Period (District reserves the right to add interviews to the selection process)	January 20-21, 2016
Award Notification (Subject to approval by Board)	February 17, 2016

The District host facilities listed in Attachment 3 are divided into locations, with each location representing a kW based on a preliminary feasibility. **It is the intent of the District to award based on utilization of all of the locations to achieve 4.6 MW DC.**

### 1.3 TIME PERIOD COVERED BY PPA

**The term of the solar agreements for the installation of a third party owned solar PV project and sale of solar power is for 20 years from the establishment of the Commercial Operation Date (see definitions).**

Respondents shall refer to Attachment 1 – General Construction Specifications for the District Facilities where all proposers shall develop and submit project schedules to progress through project milestones (e.g., DSA design approval, construction, commissioning and operation) in the response. The schedules will be reviewed by the District and be included as part of the qualification selection criteria.

The District has outlined the school campuses that are a priority for construction during summer months only and schools that may allow construction activities while school is in session. Refer to Attachment 3 for the District host facilities.

### 1.4 ELIGIBLE RESPONDENTS/TEAMS

This solicitation gives respondents the opportunity to propose based on the preliminary design prepared by the District. If the response to this RFP is being developed by a team of companies, the proposal must list each team member and the role that they will play in meeting the requirements of this RFP. The proposal must also discuss the nature of the relationship between team members. The proposal must identify the lead team member or lead respondent who will be responsible for the entire proposal. The lead respondent will be the designated point of contact for the duration of the RFP period, and will be considered to be responsible for the proposal in its entirety. **The lead respondent will be expected to submit the required Respondent Registration Form.** The proposal must also identify who will be responsible for signing the solar agreements, and must clearly indicate their authority to sign the solar agreements on behalf of the team.

The evaluation of respondent qualifications will be based on the information provided in response to the requirements for submitting a qualified proposal to this RFP. For a proposal that is developed by a team, the evaluation of respondent qualifications will be based on the team as if the team were a single entity. However, for purposes of delineating past experience, **each entity (PPA owner, financier, EPC contractor, subcontractors) shall represent their qualifications and past experience ONLY with the entity who performed the project and with the role of the entity explicit in its characterization.** This is to ensure it is clear to the District which team members have which past experience and will assist when contacting references.

**The District will expect that the team as identified in the proposal will be the team that, if selected, will be delivering the solar PV projects for the awarded project.**

## **1.5 REQUIRED DOCUMENTATION**

After the projects have been awarded, the District will designate or identify a single contact person to coordinate subsequent discussion with the final successful respondent, coordinate site access, facilitate detailed design and installation determinations, and execute the solar agreements. The District will provide a DSA inspector.

The third party owner is responsible for completing and providing the DSA design documents and approval, interconnection applications and the supporting engineering documents and any field changes required by the DSA inspector. The third party owner shall provide the District copies of the final documents, including supporting design and engineering documents, for the installed solar PV system.

Upon completion, the District shall be provided copies of the commissioning agent's detailed report, a user's manual for the systems, DSA project closeout proof, and as-built drawings. The District will not be responsible for payment for production provided by the system prior to the receipt of these deliverables.

## **1.6 OTHER CONSIDERATIONS**

### **Incentives or Other Financial Benefits and Limitations**

All respondents should seek to take maximum advantage of any applicable incentives, such as state and federal tax credits and accelerated depreciation.

Respondents should assume that the District has not applied and submitted the California Solar Initiative (CSI) solar incentive reservation applications based on the fact that the CSI for SCE customers is exhausted.

In the event that the rules and regulations associated with the CSI incentive program change, as mandated by the CPUC and as it relates specifically to this PPA project, the District reserves the right to evaluate the feasibility and timing of applying for CSI incentives, if available. The owner cannot receive any future financial benefit from programs not accounted for in this PPA without the written approval of the District.

### **Taxes on Solar Power Sales**

Respondents are advised that they are responsible for any and all tax obligations associated with the sale of solar power energy to the District.

### **Transaction Cost Payments**

The District will incur costs to administer this solar project. These fixed costs may be recovered by inclusion in the respondent's project costs and paid by invoice submitted by the District to a third party. These costs include a District's contingency, DSA inspector reimbursement and ongoing costs the District will incur. In addition, during construction of the solar PV system, all security and storage costs are the responsibility and will be required of the successful respondent. Proposals will be expected to carry \$20,000 per site for District costs. Ongoing costs since has tree trimming, system maintenance and monitoring and data collection will be the responsibility of the owner.

## 2.0 REQUESTED SERVICES

### 2.1 Project Design and Installation

The services being requested in this RFP are for energy of solar PV systems located at the District host facilities listed in Attachment 3, under a Power Purchase Agreement. The final successful respondent is expected to own and maintain the solar PV system for the term of the agreement. Respondents **must clearly identify** the member of the proposal team who will retain ownership.

**All solar PV systems will be designed and installed in accordance with all applicable California Building Codes, the District, the Department of State Architecture (DSA), CPUC Rule 21, and any other applicable rules or regulations.** The interconnection facility will be designed to meet the interconnection requirements of the relevant utility. Unless otherwise deemed necessary, all solar PV systems will be installed under a Third Party Non-Exporting Generating Facility Interconnection Agreement (with Southern California Edison), or equivalent. The District host facilities listed in Attachment 3 has sufficient demand load such that the amount of power generated from the on-site solar PV system will be entirely consumed by the District. The solar PV system, by definition, includes the interconnection equipment, for which the solar PV system owner retains ownership as well as full and complete responsibility.

The interconnection of the solar PV system must be installed under the applicable utility's net energy metering tariff and agreement, and the successful respondent will be expected to comply with CPUC Rule 21 and SCE's Electrical Service Requirements (ESR) for the interconnection.

Refer to Attachment 1 - General Construction Specifications, explains the District's process for the design, review, installation and acceptance of the equipment being installed and modifications of the District's host facilities.

The proposal shall include the paperwork assistance necessary for the District to transfer their SCE Utility rate to the renewable rates.

#### **Solar Installation Categories**

The District has established the desired type of solar PV systems to be installed. Respondents will submit a price for the power generated by the installed solar PV system (refer to Proposal Form 2 – Price Proposal Description) and delivered to the electrical interconnection point. The solar PV systems to be installed are all carport canopies in existing parking lots.

Please see Attachment 3 for the District host facilities, location, main electrical service location, and preliminary layout of the PV system. **A feasibility study has been conducted to evaluate the location and conditions of the District facilities offered in this solicitation. The successful respondent will be responsible for ascertaining relevant site conditions and making their own finding of appropriate solar PV system installation conditions *prior to signing the solar agreements.***

**The District facilities are in an “as is” state of condition, and respondents should not anticipate that the District host facilities will make any accommodations or efforts to assist in installation of the solar PV system.**

#### **Alternating Current Power Delivery Only**

All proposals must be for solar power delivered on an alternating current (AC) power basis and interconnected into the District host facility primary AC power system, network or grid. The power delivered to the District host facility will meet established standard requirements for power delivery and consumption in terms of appropriate voltage levels, voltage frequency, amperage, and power quality.

#### **No Provision for A “Solar/Energy Efficiency Bundle”**

No bundling of energy efficiency measures will be permitted in this procurement. Respondents should assume that the District has either conducted an energy audit in the past three years, will be conducting an energy audit, has recently installed energy efficiency measures, or will be installing energy efficiency measures. In addition there are no additional contributions available for the PPA, including but not limited to utility incentives, State grants or Proposition 39 grants.

#### **No Discouragement of Separate Efficiency or Host Facility Renovations**

Recognizing the value of energy efficiency, no terms of a solar PV system installation shall discourage or prohibit the District host facility from separately undertaking additional energy efficiency or other distributed generation actions. The District maintains the right to engage in the pursuit of implementing energy efficiency measures at the host facilities, as well as any other activity necessary to maintain the facility through additions, modifications, or renovations of the facility, as long as these activities do not interfere with the operations of the solar PV system.

## **2.2 DISTRICT PV SYSTEM INSTALLATION REQUIREMENTS**

Respondents are advised to review Attachment 1, General Construction Specifications for District Facilities, for additional information regarding solar PV installation specifications that will be required.

## **2.3 SOLAR PV SYSTEM SPECIFICATIONS**

Responses to this RFP should follow the layout and equipment included in the Preliminary designs in Attachment 3 to produce solar generated electric power suitable for use by the electrical system of the District. Solar PV system specifications shall be in compliance with any and all requirements for the installation of solar PV systems as established by the California Public Utilities Commission, the California Energy Commission, DSA, or any other authority having relevant jurisdiction. The design of integrating the solar PV system with other existing on site power sources (i.e. emergency back-up generation) will be the responsibility of the third party owner. Minimum technical specifications are in Attachment 2.

## **2.4 OUTPUT PERFORMANCE CALCULATIONS**

The District has an expectation with regards to the amount of solar power that will be delivered by each solar PV system at each school. **Each respondent must state a quantity of power (expressed in kWh) they expect to deliver at each school (refer to Attachment 3 for the list of schools) for the first full year of commercial operations. In**

**addition, the proposer must indicate the amount of annual degradation for each PV system/school.**

## **2.5 FORM OF PRICE PROPOSAL**

**This RFP seeks a proposal on a cents per kWh basis for the generation and delivery of solar power to the electrical interconnection point, for a contractual term of 20 years from the establishment of the Commercial Operation Date.** Respondents are to submit firm and specific price proposals in accordance with this section. Respondents are required to submit price proposals in accordance with this section of the RFP and Proposal Form 2 – Price Proposal (see Attachment 4) Respondents should anticipate that reservation requests for utility incentives have not been submitted and secured for the District host facilities listed in Attachment 3.

### **Price Proposal Form Options**

The acceptable forms of the price proposal for the solar power delivered and sold as per the PPA to the District host facilities (listed in Attachment 3) are as follows:

- 1) Fixed Price (cents per kWh) with Annual Price Escalator
- 2) Fixed Price (cents per kWh) with no Annual Price Escalator

Responders will be required to submit the first year expected generation output from the solar PV system, as well as the annual expected degradation rate for the solar modules. In addition, responders will be required to provide the proposal with options for the respondent to INCLUDE responsibility for vandalism, and an option to NOT INCLUDE vandalism. Please be explicit on how vandalism and/or damage to the system would be managed and funded.

### **Effective Period of Price Proposal**

Proposal prices must remain in effect for at least 90 days from the required date of proposal submission.

### **Renewable Energy Credits**

Through regulatory definitions of Renewable Energy Credits (REC's) by the CPUC, the District understands that the owner of the solar PV system is the original owner of the REC's generated by the delivery of solar power. The District also recognizes that under a third party power purchase agreement business model that the sale of REC's may provide additional revenue to the owner of the solar PV system. Finally, the District understands that the sale of the REC's may play a role in the financing of the solar PV systems.

### 3.0 EVALUATION PROCESS/ PROPOSAL SELECTION

#### 3.1 PRIMARY CONTACT FOR WRITTEN RFP INQUIRIES

Name: Andrew Agopian  
E-mail: Andrew.agopian@aecom.com

#### 3.2 COMMUNICATIONS RESTRICTIONS

**Any verbal communications with any District or AECOM employee associated with this RFP regarding any aspect of this RFP shall not be binding on the District, and shall in no way alter, change, or modify any specification, term, provision or condition of the RFP.** All communications shall be submitted in writing to the primary contact for this RFP as listed above. Any and all questions or comments submitted as such shall be responded to in writing via email to the registered respondents. Any and all amendments to the RFP will be communicated in a likewise manner.

The District reserves the right to request additional information from any individual respondent which in the District's opinion is necessary to assure that the responding respondent's competence, experience, and financial wherewithal are adequate in order to perform according to the requirements of this RFP and the solar agreements.

If, prior to the date fixed for submission of the proposal responses, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, respondent shall immediately notify the Primary Contact above of such error in writing via email, express mail, or fax and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice to all active firms who have been furnished an RFP for responding purposes, without divulging the source of the request for it.

#### 3.3 PROPOSAL REVIEW PROCESS

Each respondent will submit its proposal in two sealed "envelopes" or boxes/CD's. Each one must be clearly labeled on the outside as:

1. **Solar PPA RFP Response Envelope #1 - Qualifications and Experience of \_\_\_\_\_ [respondent name], Due Date: January 11, 2016**
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956 West 9<sup>th</sup> Street  
San Bernardino, CA 92411

Respondents should also include label information identifying that the material contained in each envelope or box/CD is for this RFP, and the contact information of the person who can be reached for questions or information.

**Proposals or partial proposals and modifications thereof received after the closure time specified will not be considered. No facsimile or e-mail or other electronic transmittance of proposal documents will be accepted in whole or part.**

Each respondent shall include a **transmittal letter** signed by a party authorized to sign binding agreements for projects of the nature ultimately contemplated by this RFP. **The letter shall clearly indicate that the respondent has carefully read and understands all the provisions in this RFP.**

### **3.4 TWO-ENVELOPE/CD & PROPOSAL EVALUATION PROCESS**

Each respondent will submit its proposal response in two sealed envelopes/CD's, the first envelope/CD covering qualifications and experience information, and the second envelope/CD providing price information. The review panel will first evaluate qualifications and experience as provided in the first envelope/CD. The information in the first envelope/CD will be evaluated and scored, meaning the qualification requirements as listed have been met as demonstrated by the requested information, and scored accordingly. **The RFP will consider qualifications as a relative factor in determining best value.**

Those proposals that are deemed to have met the minimum qualifications and experience requirements will then have their second envelope/CD opened to evaluate the performance and price proposals. The primary ranking and scoring criteria for the RFP will be based on the responsiveness and completeness of the proposal response and selection will be based on best value.

Those proposals that are deemed to have not met the minimum qualifications and experience requirements listed will not have their second envelope/CD submittal evaluated. These envelopes/CD's can be returned to the respondent upon request or destroyed.

**In all cases the District retains the final decision whether to enter into an Agreement.**

The successful respondent will then be invited to negotiate in good faith the supporting contract documents.

### **3.5 QUALIFICATIONS AND EXPERIENCE REVIEW CRITERIA**

The qualifications requirements described in the table below will be considered in the Qualifications and Experience review ("Envelope #1"). As noted above, respondents will be evaluated to determine whether they are both responsive and responsible.

Qualifications & Capabilities Considered	Requirements and Scoring
<b>I. Respondent Qualifications &amp; Experience</b>	<b>30 POINTS</b>
<b>A. System Development &amp; Ownership</b>	
Demonstration that respondent <b>has developed</b> PV systems for K-12 schools in California of similar size and scope as those solar PV systems contemplated under this RFP (see Attachment 3 for reference)	Provide examples and evidence of all of the K-12 school solar PV systems that the respondent <b>owns</b> under a third party ownership and power purchase agreement business model. Respondent must have at least three (3) solar PV systems currently in commercial operations under its management under a third party power purchase agreement business model.
<b>B. Project Management, Implementation &amp; Delivery Capabilities, Capacity &amp; Experience</b>	
Project management capability	Demonstrates management capabilities and experience.
Project delivery capability and capacity	Demonstrates project construction and installation management capabilities and experience.
Project Implementation Schedule	Demonstrates project permitting, approvals, construction, and commissioning schedule and phasing based on all project sites and accounting for K12 school scheduling standard accommodations (see Attachment 3 for reference)
<b>C. System Maintenance, Monitoring, &amp; Billing</b>	
Monitoring, diagnosing & tracking system performance and energy output	Respondent demonstrates experience in monitoring solar PV system performance and submits plan for performing monitoring, diagnosing and tracking system performance.
Solar PV system maintenance	Respondent demonstrates experience in maintaining solar PV systems of the size and types contemplated in this RFP. Provide maintenance plan, including activities, tasks, and schedules, for solar PV systems included in proposal response.
System for tracking output and billing host site, consistent with price form proposal	Identification of responsive system and method for tracking system output and billing host site, as well as making interval metered data available to the District on a near real time basis with ability to download interval meter data in CSV format. Sample bill format consistent with form of price proposal.
Understanding of utility tariffs, applicable regulations, and effective monitoring of both.	Respondent demonstrates an understanding of utility tariffs and applicable regulations regarding the installation and operation of grid parallel on site solar PV systems in California. Respondent also demonstrates how they monitor changes in utility tariffs and the regulatory activities that affect distributed generation solar PV systems.
Field data performance of systems previously	Demonstrate that previous installations perform

installed, including performance over time.	at or above the expected output level for these installed systems
<b>E. Project Financing Experience</b>	
Experience in <b>securing PPA financing</b> that will be required to implement the total cost of the solar PV systems that are included in respondent's price proposal response.	Provide example(s) and evidence of at least \$45 million in PPA financings by the proposed capital team in the last three (5) years for solar PV system installations in California.  Provides description of financing methods that have been utilized on past projects, as well as anticipated for the solar PV projects included in respondent's proposal.
<b>II. Financial/Business Strength of Respondent</b>	<b>10 POINTS</b>
Evidence that <b>capital team</b> members, as applicable, can finance the project required for the installed cost of all systems proposed.	Commitment letter from anticipated funding source(s) and timing to supply 1.0 times the gross installed cost of all systems proposed. Capital sources in turn must demonstrate they are financially solvent and funds are available for these projects.
Evidence that respondent can meet the insurance requirements of this RFP and the solar agreements.	Respondent demonstrates an ability to secure the appropriate insurance as required by this RFP and the solar agreements. This shall be in the form of a letter from the respondent's insurance broker.
Evidence that the respondent is a creditworthy company and in good standing.	Respondent submits credit information as per Section 5.8. Minimum criteria are one of the following: Standard and Poor's – BBB; Moody's – Baa; Fitch – BBB; Dunn and Bradstreet – IC-2; A.M. Best – B.
<b>III. Client/Customer Reputation of Respondent</b>	<b>10 POINTS</b>
Testimonials of previous or current solar PV customers and financial clients from solar projects installed in the last three (3) years.	At least three customer testimonials representing a reasonable cross section of previous and/or current customers expressing satisfaction with the service provided and willingness to continue a business relationship with the respondent. Customer systems must be under a <b>third party power purchase agreement business model currently in commercial operation and under the management of the respondent</b> .  List any disputes for any solar or energy project contracted by any of the team members (ever – not just last 3 years). List any awarded project that was not contracted for with same terms as the winning proposal. List any selection that did not result in a subsequent PPA execution. List any projects that were not delivered with the original anticipated schedule and/or pricing. Provide detailed supporting information

<b>IV. Technology Proposed &amp; Performance</b>	<b>15 POINTS</b>
Performance ratings of technology proposed—modules, inverters, mounting systems, meters.	Proposed PV array layouts and drawings that must meet minimum concepts and specifications of Attachment 1,2, and 3  Provide PV Syst, or equivalent modeling software production estimates that support the proposed PV systems for each site.
<b>V. Pricing</b>	<b>35 POINTS</b>
The price and performance provided in envelope #2	The proposed pricing and system performance provides the best savings to the District for the length of the 20 year term.

### 3.6 PRICE REVIEW CRITERIA

**Prices will be reviewed to ensure that they meet the price proposal form as established in this RFP. Only respondents who receive a score greater than zero in ALL of the QUALIFICATIONS AND EXPERIENCE categories will be scored and deemed responsive. The final successful proposal will be selected based on best value to the District as defined in this RFP.**

The proposal pricing shall be fixed prices, the selection will consider pricing and qualifications and experience to determine best value. The pricing element will consider the fixed price, with and without the annual price escalator, the annual solar module degradation rate, and the first year expected solar power output measured in kWh AC delivered to the electrical point of interconnection. A total savings will be calculated by the District over the 20 year term. The PRICING scoring will measured and ranked based as follows:

**Proposals must include information that validates the annual degradation rates and the first year expected solar power output submitted with the proposal response (Attachment 4, Form 1 – Technology Description and Form 2 – Price Proposal Form). The price proposal responses will be evaluated to determine savings (calculated by District).**

**Respondents are advised that the District reserves the right to accept or reject any and all price proposals submitted under this RFP. In addition, the District reserves the right to add interviews to the selection process. The schedule placeholder for interviews is outlined in the RFP schedule.**

### 3.7 CONFIDENTIAL OR PROPRIETARY RESPONDENT INFORMATION

Proposal responses to this RFP become property of the District upon submission and receipt and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. One (1) copy shall be retained for official files.

Proposal responses to this RFP are not public upon opening. The contents of all proposal responses shall be held in the strictest confidence until the Notice of Intent to Award is issued. The District will employ reasonable efforts to hold portions of the responses

specifically identified and clearly marked as “Confidential” in confidence to the extent permitted and/or required by law. All material marked “Confidential” shall be returned or destroyed upon request. Responders are advised that they should apply reasonable standards regarding information or material to be marked “Confidential”.

### **3.8 AWARD**

Responders will be notified via e-mail and U.S. mail of successful intent to award, subject to satisfactory conclusion of negotiations and completion of the required Government Code section 4217 process on or before the date listed in the RFP schedule.

## **4.0 PROCUREMENT REQUIREMENTS**

### **4.1 INSURANCE**

Responder shall submit information clearly demonstrating the ability to meet the insurance requirements as outlined below. This information should be in the form of a letter from the responder's insurance coverage provider or broker.

#### **Compliance with Laws, Workers Compensation Insurance, Hold District Harmless**

The respondent shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The respondent understands that, as an independent contractor, respondent is not covered by any type of District insurance, including workers compensation insurance. The respondent shall provide, through insurance policies or self- insurance, workers compensation insurance coverage for its employees who provide services hereunder. The District understands that the respondent may use independent contractors, volunteers or others not covered by the respondent's workers compensation coverage to provide services hereunder. The respondent shall advise such persons providing services hereunder at the direction of the respondent that workers compensation insurance is not provided by the District, and the respondent shall hold the District harmless from any and all claims for damages that may be asserted by such persons.

#### **Comprehensive General Liability**

The respondent shall carry and maintain during the term of the agreements of Comprehensive General Liability with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The District reserves the right to waive this General Liability insurance requirement and if so waived, the Respondent shall hold the District harmless from any and all claims for damages.

#### **Automobile Liability**

The Respondent shall carry and maintain during the term of this Agreement a policy of Automobile Liability with a limit of not less than \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Coverage shall include Automobile Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of Respondent's services herein. The Respondent shall hold the District harmless from any and all claims for injury, damage, and loss.

#### **Professional Liability**

The Respondent shall carry and maintain during the term of this Agreement a policy of Professional Liability with a limit of not less than \$1,000,000 per occurrence, Errors and Omissions Insurance or Professional Liability. The Respondent shall hold the District harmless from any and all claims for injury, damage, and loss.

#### **Worker's Compensation/Employer's Liability**

The Respondent shall carry and maintain during the term of this Agreement a policy of Employer's Liability with a limit of not less than \$1,000,000. The Respondent shall provide

the District a Certificate of Insurance indicating “statutory” limits. The Respondent shall hold the District harmless from any and all claims for injury, damage, and loss.

### **Sexual Abuse/Molestation**

The Respondent shall carry and maintain during the term of this Agreement a policy with a limit of not less than \$1,000,000 Sexual Abuse Injury Limit of Insurance. The Respondent shall hold the District harmless from any and all claims for injury, damage, and loss.

### **Evidence of Coverage, Cancellation or Material Changes**

Any deductibles of self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its offices, officials, employees and volunteers; or the Respondent shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial General Liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its officers, officials, employees, consultants and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Respondent; or automobiles owned, leased, hired or used by the Respondent.
- b. For any claims related to this project, the Respondent’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, consultants and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, consultants or volunteers shall be excess of the Respondent’s insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day’s prior written notice has been provided to the District.

Not later than ten (10) calendar days after the date of execution of this Agreement and, in any case, prior to commencement of any of the Respondent’s services herein, the Respondent shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the District Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and Respondent shall maintain such insurance from the time that the Respondent commences performance of services hereunder until Respondent’s completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the Respondent shall furnish certified copies of the policies and all endorsements.

### **Additional Named Insureds**

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the District and its officers, employees, agents, consultants and

volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

#### **Waiver of Subrogation Rights**

Responder shall require the carriers of the coverages required above to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, consultants, contractors and subcontractors.

#### **Policies Primary and Non-Contributory**

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

#### **Insurance Review**

The above insurance requirements are subject to periodic review by the District. The District's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the District, inflation, or any other item reasonably related to the District's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. Respondent agrees to execute any such amendment with thirty (30) calendar days of receipt.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### **Verification of Coverage**

Successful Responder shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### **Subcontractors**

Successful Responder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## **4.2 SUBCONTRACTOR INFORMATION**

(Complete Proposal Form 3, to be included in Envelope #1)

**Responders** will be required to comply with the Special Conditions requirements (Contracting License and Worker's Compensation). See Proposal Form 3, Contractor Documentation.

Respondents are responsible for any licensing or certification requirements as required by the District and State Agencies.

***Please complete information requested in Proposal Form 3.***

The successful respondent will be required to submit all solar PV system plans, engineering calculations, soils testing and analysis reports, and drawings with the stamp of the engineer of record, in order to receive approval from the District and DSA. The engineer of record must be a professionally licensed engineer with an active license to practice engineering in the State of California, and must be in good standing.

### **4.3 PREVAILING WAGES**

**Respondents are advised that the determination and establishment of prevailing wage requirements for the project are the responsibility of the final successful respondent(s) from the California Department of Industrial Relations (DIR).** Successful respondent shall ensure all sub-contractors follow all determinations per the DIR and have the required DIR registration, follow the reporting requirements and remain in compliance. The successful Respondent and any of its contractors and their subcontractor shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the successful Respondent to whom the PPA is awarded, and upon of its contractors and their subcontractor under such Respondent, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

### **4.4 WORKER'S COMPENSATION CERTIFICATION**

By signing and submitting a proposal, the respondent certifies that they are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of the solar agreements, and submit evidence to meet this requirement.

### **4.5 GENERAL RULES**

**No Obligation; Cancellation and Re-Issuance of RFP.**

This RFP does not obligate the District to establish eligibility for any respondents, or to issue any subsequent RFPs or enter into any agreements. The District reserves the right to cancel

or re-issue this RFP at any time, and to solicit qualifications through any other appropriate method.

### **Rejection of Proposals**

The District may reject any response that is deemed incomplete, conditional, unresponsive to this RFP, significantly inaccurate in its representation or which is unacceptable to the District in the context of this RFP. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the respondent, may be rejected.

### **One Proposal Per Respondent**

A respondent may submit only one response for the entire project as described in Section 1 and Section 2 of this RFP and in Attachment 3.

### **Substitutions**

Respondents may substitute or alter their responses subsequent to the RFP response submission date only if such changes are approved in writing by District.

### **Duration of Proposals**

The prices and capacities indicated in responses to this RFP shall be deemed to continue in effect for 90 days, unless the District agrees in writing to a change.

### **Cost of Proposal and Non-Compensation**

Each respondent is solely responsible for all costs associated with responding to this RFP. The District will not in any event reimburse any respondent for any costs associated with this RFP. The District reserves the right to make use of any information or ideas contained in the responses without compensation to the respondent.

### **Delivery of Proposals**

Each respondent is solely responsible for assuring the timely submittal of its proposal response. **Late proposal responses will not be accepted.**

### **Withdrawal of Proposal**

Responses to this RFP may be withdrawn after submission by written request of the respondent's authorized representative prior to the date and time specified for response submissions. Proposals may be withdrawn and resubmitted in the same manner if so done prior to the submission deadline.

### **Endorsements and Press Releases**

If a respondent is announced as a successful respondent of this RFP, such respondent shall not issue any news releases or other statements pertaining to the qualification or listing as a successful respondent that imply the District's endorsement of such respondent's services or products without the written agreement of the District.

### **Complete Proposals**

Proposals must be submitted for the performance of all of the services described herein, in accordance with all of the requirements listed in this RFP, in order to be determined as a

complete proposal. Any deviation may not be considered and may cause a proposal to be rejected.

#### **Authorized Signature**

An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 4, Form 4). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.

#### **Respondent Due Diligence**

Before submitting a response to this solicitation, respondents should thoroughly review, identify any and all errors for clarification and confirm compliance requirements with the RFP. Respondents should submit relevant inquiries to the RFP, RFP requirements, and solar agreements in a timely manner in accordance with this RFP and the RFP schedule (e.g. Site Walks, submittal of questions, and communications in writing).

## **5.0 RESPONDENT PROPOSAL REQUIREMENTS**

***All respondents should prepare their proposal documents with the exact heading names, numbers, and sequence shown below. The District values succinct communication, and has set maximum page length limits for each proposal response section. Page limits must be followed; the review panels will not read any material in excess of the permitted pages per section.***

### **SECTION 1 - COVER LETTER and EXECUTIVE SUMMARY**

All respondents are required to submit a signed cover letter and separate executive summary of their proposal (not to exceed 4 pages, including the cover and transmittal letter). **Do not include price information in the cover letter or summary.** The signature on the cover letter shall be from the lead respondent or a duly authorized party representing the respondent and the proposal.

### **SECTION 2 - RESPONDENT/TEAM ORGANIZATION**

Each respondent shall provide information and explanation of the respondent and/or respondent's team organizational structure, as applicable, (maximum 6 pages, including specifically referenced resumes), addressing:

#### ***Lead Respondent and Contact Information***

Identify and name the lead respondent who will be the primary contact entity and will be responsible for the RFP response submittal. Respondent should also identify and name the entity that will sign all agreements with the District.

#### ***Description of Respondent/Team Roles & Organization Chart***

Each respondent shall provide the following information regarding its company and team members or partners:

- 1) Names of team member(s), partner(s), major subcontractor(s) and supplier(s), and contact information for each.
- 2) Describe the roles, responsibilities and relationships of all team members. Provide a brief description of each team member's company history and how the relationship with the respondent or lead respondent was first established. The response should include ownership information and an explanation of any significant relationships between or among team member organizations.
- 3) Identify the owner of the solar system that will be contractually obligated and responsible throughout the proposed PPA term.
- 4) Resumes for key employees amongst the team members that will be responsible for developing and delivering the solar projects.

Include responsibilities for each of the following in list or organizational chart format: Solar PV System Owner/Operator, Solar PV System Installer/Sub-contractors, Solar Energy Metering and Billing, and Solar Project Operations and Maintenance Team.

### **SECTION 3 - SYSTEM DEVELOPMENT EXPERIENCE**

Each respondent shall provide information and explanation of the respondent and/or respondent's team solar PV system **development and ownership** experience (maximum 10 pages), as follows:

- 1) A list of K-12 school projects based on kW generating capacity of on-site solar PV developed over the last three (3) years which are currently in commercial operations. Emphasis should be on solar PV systems of similar size and type in this RFP.

Respondents are advised to refer to Section 3.4 of this RFP for information regarding review and evaluation criteria for these qualifications.

### **SECTION 4 - PROJECT MANAGEMENT, IMPLEMENTATION AND DELIVERY CAPABILITIES, CAPACITY AND EXPERIENCE**

Each respondent shall provide information and explanation of the respondent and/or respondent's team solar PV system project management, implementation and delivery capabilities, capacity and experience (maximum 6 pages), as follows:

- 1) Respondent shall describe their project management capabilities and experience for all of the solar PV systems installed over the last three years that are currently in commercial operation.
- 2) Respondent shall describe their abilities and experience in managing the construction installation, and operations of solar PV systems, at a minimum, equivalent to the amount and types of solar PV systems as submitted in respondent's response to this RFP.
- 3) A project Gantt project schedule including project permitting, approvals, construction, and commissioning. The schedule shall include phasing based on all project sites.

## **SECTION 5 – SOLAR MAINTENANCE, MONITORING, AND BILLING**

Each respondent shall provide information and explanation of solar PV system maintenance, generation output monitoring, and billing capabilities and experience (maximum 5 pages), as follows:

- 1) Respondent shall describe their capabilities and experience in monitoring solar PV system performance and submit a plan that details how the respondent will monitor solar PV system performance, including diagnostics and tracking system performance over time and the term of the solar agreements.
- 2) Respondent shall describe their capabilities and experience in maintaining solar PV systems of the size and types contemplated in this RFP. Respondent shall also submit a plan that includes a description of the various maintenance and service activities, tasks, and schedules for the solar PV systems contemplated in the respondent's proposal to this RFP.
- 3) Respondent shall describe the system for billing the host customer as required in this RFP. Respondent shall also describe the system and method for meeting the requirements to make interval and billing data and information available to the host site, as well as near real time access to system performance and data.
- 4) Respondent shall demonstrate an understanding of utility tariffs and applicable regulations as they affect the installation and operation of grid connected solar PV systems contemplated in this RFP. Respondent should also include how they monitor changes in both utility tariffs and applicable regulations in California.
- 5) Experience with metering and meter data solutions for both billing and data presentation purposes. Respondent should also include any experience or capacity to integrate solar PV system metering solutions to facility energy management systems.
- 6) Respondent shall provide field data performance of systems previously installed, including performance over time. Respondent shall demonstrate that previous installations perform at or above the expected output level for these installed systems

## **SECTION 6 – PROJECT FINANCING EXPERIENCE**

Each respondent shall provide information and explanation of the solar PV system project financing capabilities and experience (maximum 5 pages), as follows:

- 1) Respondent shall provide examples and evidence of having financed at least \$45 million worth of solar PV systems in California in the last three (5) years.
- 2) Respondent shall describe the financing methods employed on past solar PV projects installed and currently in commercial operation, as well as the financing method that is to be contemplated for the solar PV projects contemplated by respondent's response to this RFP.

## **SECTION 7 – FINANCIAL/BUSINESS STRENGTH OF RESPONDENT**

Each respondent shall provide information and explanation of team financial and business strength (maximum 8 pages, including letters from the required financial entities identified below) as follows:

- 1) Respondent shall provide evidence that it has the ability to secure financing for the total installed cost of each solar PV system for all of the projects contemplated in respondent's response to this RFP. This should be in the form of a commitment letter from the anticipated funding source or sources. Respondent should be

advised that in accordance with this RFP, the funding sources as identified in respondent's response to this RFP will be considered as a member of the respondent's team and as such any changes to the source of financing will be subject to review and approval by the District.

- 2) Respondent shall provide information that the anticipated funding sources for financing are financially solvent and that funds are available for the projects for all of the projects contemplated in respondent's proposal.
- 3) Respondent shall provide evidence that it can meet the insurance requirements as listed in this RFP and the proposed solar agreements. This should be in the form of a letter from the respondent's insurance broker.
- 4) Respondent shall provide evidence that it is a creditworthy company registered to conduct business in California and is in good standing. Respondent should submit credit rating information from either Standard and Poor's, Moody's, Fitch, Dunn and Bradstreet, A.M. Best, or a detailed explanation if none of these are available.

#### **SECTION 8 - CLIENT/CUSTOMER REPUTATION OF RESPONDENT**

Provide three (3) testimonials from customers for whom the respondent has financed and installed solar projects utilizing a third party power purchase agreement business model in the last three (3) years (maximum 6 pages). Testimonials submitted should be similar in size and scope as the projects anticipated in Attachment 3, and currently be in commercial operation. These testimonials may be checked for validity and accurateness. Each testimonial should list the following information:

- 1) host organization name and site address
- 2) project capacity (in kWdc) and application type
- 3) electrical interconnection voltage
- 4) primary components (modules, inverters, and rack system)
- 5) name of financing, design and engineering, and installation firm or team
- 6) utility incentives that were captured by the project
- 7) the name, title and phone number of the individual at the host organization who can answer technical and contract management questions about that project

#### **SECTION 9 - SOLAR EQUIPMENT & INSTALLATION TECHNICAL DESCRIPTIONS**

(Maximum 5 pages, not including Proposal Form 1 documents; respondent can submit a separate attachment with technical brochure or material, if desired.)

All proposed solar PV system array layouts and drawings must meet minimum concepts are expected to meet the specifications described in Attachment 2 and 3. Respondent must indicate in their submittals that they will comply with all the provisions listed in Attachment 1 and 2.

Respondent must indicate the manufacturers and components that they expect to use for the solar PV system installation configurations listed in Attachment 3, and respond to the technical questions listed in Proposal Form 1. Include all Proposal Form 1 documents in this section.

A respondent must specifically describe the technology in detail (including expected system efficiency and output performance over time). A respondent must describe its experience and qualifications as applicable to the manufacturers and technology proposed.

A respondent shall provide information to verify the first year expected solar energy production. Respondent shall provide PV Syst, or equivalent modeling software production estimates that support the proposed PV systems for each site. The information will help to ensure a reasonable expectation of achieving the proposed solar energy generation. Respondents are advised to refer to Section 3.4 of this RFP for information regarding review and evaluation criteria for these qualifications.

The project shall be provided in compliance with Attachment 1.

#### **SECTION 10 - PROTECTIONS and ASSURANCES**

Limited to 10 pages. Respondents shall describe any production guarantees, availability, overproduction credit, etc. that are part of the respondents proposed pricing.

**The Respondent will be required to demonstrate to the District at mutually agreed upon intervals, that the PV system is performing as expected by calculating the actual Performance Ratio (PR). The actual PR shall be calculated using NREL Technical Report NREL/TP-5200-57991, “Weather-Corrected Performance Ratio.” The minimum actual PR shall be within 95% of the theoretical PR. The theoretical PR will be the PR provided in the PV Syst report, or equivalent, in the bidders performance estimate (the estimate may be revised based on the design approved by DSA). If the actual PR falls below the minimum 95% of the theoretical PR, than the District will be compensated at 150% of the PPA rate per kWh for the delta in kWh’s between the actual PR percent and 95% of the theoretical PR.**

Respondents shall include a brief description and copies of any and all manufacturer’s warranties for the solar modules and balance of system equipment to be utilized for the solar PV systems as contemplated by respondent’s response to this RFP, as relevant (e.g. inverters, meters, interconnection switchgear).

Respondents will copy into their proposal the following statement, creating a separate signature page for each company joining in the proposal as a team member or partner, and have an authorized person from each company, team member, or partner sign:

*Lawsuits: Respondent represents and warrants that there are no claims, disputes, actions, suits, proceedings or investigations pending or threatened against or affecting the Respondent or any subsidiary of the Respondent by any governmental agency or any person that would restrain or prevent Bidder or any subsidiary of the Respondent from fulfilling its obligations contemplated by this RFP and solar agreements or that might materially affect the Respondent’s ability or the ability of any subsidiary of the Respondent to fulfill its obligations contemplated by this RFP and solar agreements.*

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
(print/type individual name)

\_\_\_\_\_  
( print/type company name)

\_\_\_\_\_  
(print/type title)

Include in this section the signed Veracity Statement Veracity Statement must be signed by an authorized party that is responsible for the proposal.

**SECTION 11 - OTHER BIDDER INFORMATION**

(Maximum of 5 pages; content is respondent's choice)

**SECTION 12 - PRICING**

(Maximum 3 pages, plus Proposal Form 2 for each project or as otherwise directed. Submit separately in Envelope/CD or Box #2, sealed as required)

Respondents shall provide a description of their proposed price methodology that is consistent with the price forms required in this RFP, including definition of any formula and/or escalation factors to be used. Pricing shall be provided on a cents per kWh basis and shall describe any tracking or adjustment methods. Respondents will describe their pricing structure and complete all information as requested in Proposal Form 2 for each project listed in the project portfolios, unless instructed otherwise.

# ATTACHMENT 1

## GENERAL CONSTRUCTION

### SPECIFICATIONS FOR THE DISTRICT

### FACILITIES

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At some host facilities, the mechanical canopy construction, trenching and patching, and PV module installation activity must take place during times that accommodate both parking needs and the needs of an active school site. To accommodate parking half of the sites were identified as sites where alternative parking is not available. These sites will need to be scheduled for construction over the summer. Electrical wire pulling and terminations may be completed during regular school sessions as long as it does not interfere with normal school activities or affects parking access.

A project Gantt chart schedule shall be provided by respondent with the following milestones:

- 1) Preliminary Design Review
- 2) Final Design Review
- 3) Notice to Proceed (Same as the issuance of a permit)
- 4) Start of Construction
- 5) Electrical Interconnection (including anticipated shutdown)
- 6) PV System Testing
- 7) Commissioning
- 8) Commercial Operation Date
- 9) Operations and Maintenance

Realistic schedules including a brief narrative of resources and planning should be included. Electrical shutdown needs to be coordinated with the District well in advance and should be conducted during periods when least disruptive to normal operations.

There are 142 additional pages of general construction specifications that are a part of this attachment. The specifications are under a separate download link in this solicitation.

# ATTACHMENT 2

## MINIMUM TECHNICAL & INSTALLATION SPECIFICATIONS

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### MINIMUM REQUIREMENTS

**The intent of these minimum technical and installation specifications and requirements is to be consistent with and adhere to any and all applicable California Building Codes and Standards, the CPUC's California Solar Initiative program, applicable utility rules and tariffs, and any and all CEC technical and installation specifications and guidelines as may be developed and established in accordance with statutory and regulatory requirements and directives.** Respondents are advised to be familiar with these and any other applicable rules, requirements and specifications as they pertain to the installation of solar PV systems in the California utility service territories that are affected by this RFP.

#### Electric Power Requirements:

- 1) The power must be provided at the appropriate voltage for electrically interconnecting to the District's service voltage. The installation and operation of the solar PV system shall not interfere with any operations of the District.
- 2) The 4.6 MW DC power requirement is equal to the Standard Test Conditions (STC) for the module selected times the number of modules.
- 3) The system must include all hardware needed for the installation, interconnection, and operation of the solar PV system. Respondents are advised that the definition of a "solar PV system" in this RFP includes all of the equipment necessary to interconnect and operate in parallel to the utility grid, including metering.
- 4) Systems must be designed and installed using nationally recognized listed components. Interconnection of the solar PV system will also adhere to the requirements of the local utility's rules, regulations and tariffs pertaining to the interconnection and operation of a solar PV system.
- 5) Modules must be listed to UL 1703 and as required by the California Solar Initiative incentive program, "CEC listed" eligible equipment.
- 6) Inverters must be listed to UL 1741, "Standard for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems" and as required by the California Solar Initiative incentive program, "CEC listed" eligible equipment.
- 7) Other codes that will apply include, but are not limited to:
  - NFPA 853 (solar PV near buildings)
  - NFPA 70, NEC (electrical components)
  - IEEE 1547 (interconnections)

## Meters

The Contractor will provide and install revenue-grade interval data recording meter(s) (“interval meters”) that is acceptable to the utility and in compliance with the California Solar Initiative, the CPUC, and the CEC. These interval meters shall include industry standard telemetry for communication with Ethernet, cellular or analog telephone.

For those solar PV systems that require step up transformers to deliver solar power at the host facility’s service voltage level (i.e. greater than the output voltage level of the inverter) the interval meter shall either be installed on the output side of the transformer (high voltage side) or the meter data shall be adjusted to incorporate transformer losses of 2%. This means that the metered data that is both utilized for calculating invoices and presented for access to the host facility shall reflect this 2% transformer adjustment.

The District will conduct occasional billing inquiry, validation and verification, as well as end of fiscal year reconciliation of both billing and solar power generation output. The Contractor must be able to provide data and information that was utilized to generate billing determinants in accordance with this RFP and the solar agreements. This would include interval metered data representing generation output. The District will make its best efforts to provide or arrange for utility metered data that can support the billing process, whether it is directly through a data file transmission, or through some arrangement with the local utility service provider.

## Structural Requirements

Any and all structures and structural elements necessary for the installation and operation of the solar PV system shall be designed in accordance with all applicable California Building Codes and Standards, as determined by DSA, that pertain to the erection of such structures.

All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30-year design life (even if the solar system is warranted for 20 years) and consistent with any host facility specific design guidelines and standards. This will enable the host facility to upgrade solar system components in the future, if desired. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals such as aluminum and steel, or corrosive soils. Successful solar Respondents must warrant and maintain the full structural integrity of the solar PV system for the full term of the solar agreements.

**The District facilities are in an “as is” state of condition, and Respondents should not anticipate that the District host facilities will make any accommodations or efforts to assist in installation of the solar PV system.**

## Permits and Environmental Clearances

The District requires DSA approval meaning that building approvals are obtained directly from DSA, and not local jurisdictions with building and permitting authority. The “permit” to install and construct a solar PV system at the District host facility will come from DSA after

the solar PV system plans and drawings have been reviewed and approved. Constructability requirements typically mean that the solar PV system plans and drawings indicate that the solar PV system can be installed as engineered and designed, and that the construction schedule, tasks and activities have been reviewed to ensure coordination with host facility operations and requirements.

## Operations and Maintenance

The Contractor shall plan to provide host facility notification as early as practical (but in no event less than ten (10) business days) prior to any planned maintenance and repairs. The Solar Power Owner will be required to coordinate maintenance and repair activity with the District. The Solar Power Owner shall operate and maintain the solar system so as not to disrupt the normal operation of the District as per the solar agreements.

All parking canopy solar PV systems **shall include LED lighting as part of the design.** The amount of lighting required will be specified by the District. At a minimum, the lighting levels shall comply with the District Safety Standards as follows:

### **Campus Outdoor Lighting Standards for New Construction**

The following standards provide for minimum safe lighting standards for an outdoor area. The goal is to provide an accessible, attractive and safe environment, and a welcoming campus climate for faculty, staff, and students.

### **Open Parking Facilities**

Open parking lots must provide an average of one foot candles and a minimum of .6 foot candles with reading taken on the pavement.

The Solar Power Owner shall not expect the host facility to assist in the operation and maintenance of the solar PV system. As part of the acceptance of the solar PV system by the District, the Solar Power Owner shall instruct and provide operations manuals on how to shut down the solar PV system in the event of an emergency at the District host facility. The Solar Power Owner shall insure that emergency first responders can easily identify what to do in the event of an emergency and perform these tasks quickly and safely.

# ATTACHMENT 3

## SITE INFORMATION

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<b>SITE #</b>	<b>SITE</b>	<b>PRELIM SYSTEM SIZE</b>	<b>CONSTRUCTION</b>
1	Arroyo Valley High School	792 kW	Summer Only or Phased approach
2	Cajon High School	597 kW	During School/Alt Parking Avail
3	San Geronio High School*	547 kW or 949 kW	During School/Alt Parking Avail
4	Indian Springs High School	642 kW	Summer Only or Phased approach
5	Chavez Middle School	251 kW	During School/Alt Parking Avail
6	Del Vallejo Middle School	251 kW	Summer Only or Phased approach
7	Curtis Middle School	257 kW	During School/Alt Parking Avail
8	Middle College High School*	145 kW	Summer Only or Phased approach
9	Barton Elementary	156 kW	Summer Only or Phased approach
10	Pacific High School	491 kW	During School/Alt Parking Avail
	<b>TOTALS</b>	<b>4.1 MW – 4.5 MW</b>	

\*Campus has an optional parking area available for PV consideration

The following 12 pages in this attachment, not included in page numbering, are the preliminary PV array layouts.

Array	Modules	KWp
A1	216	67.0
A2	216	67.0
A3	216	67.0
A4	216	67.0
A5	90	27.9
A6	90	27.9
A7	90	27.9
A8	90	27.9
A9	522	161.8
A10	Not used	
A11	216	67.0
A12	198	61.4
A13	162	50.2
A14	126	39.1
A15	108	33.5
Total	2556	792.4
ADA Parking Spaces		18
Standard Parking Spaces		318

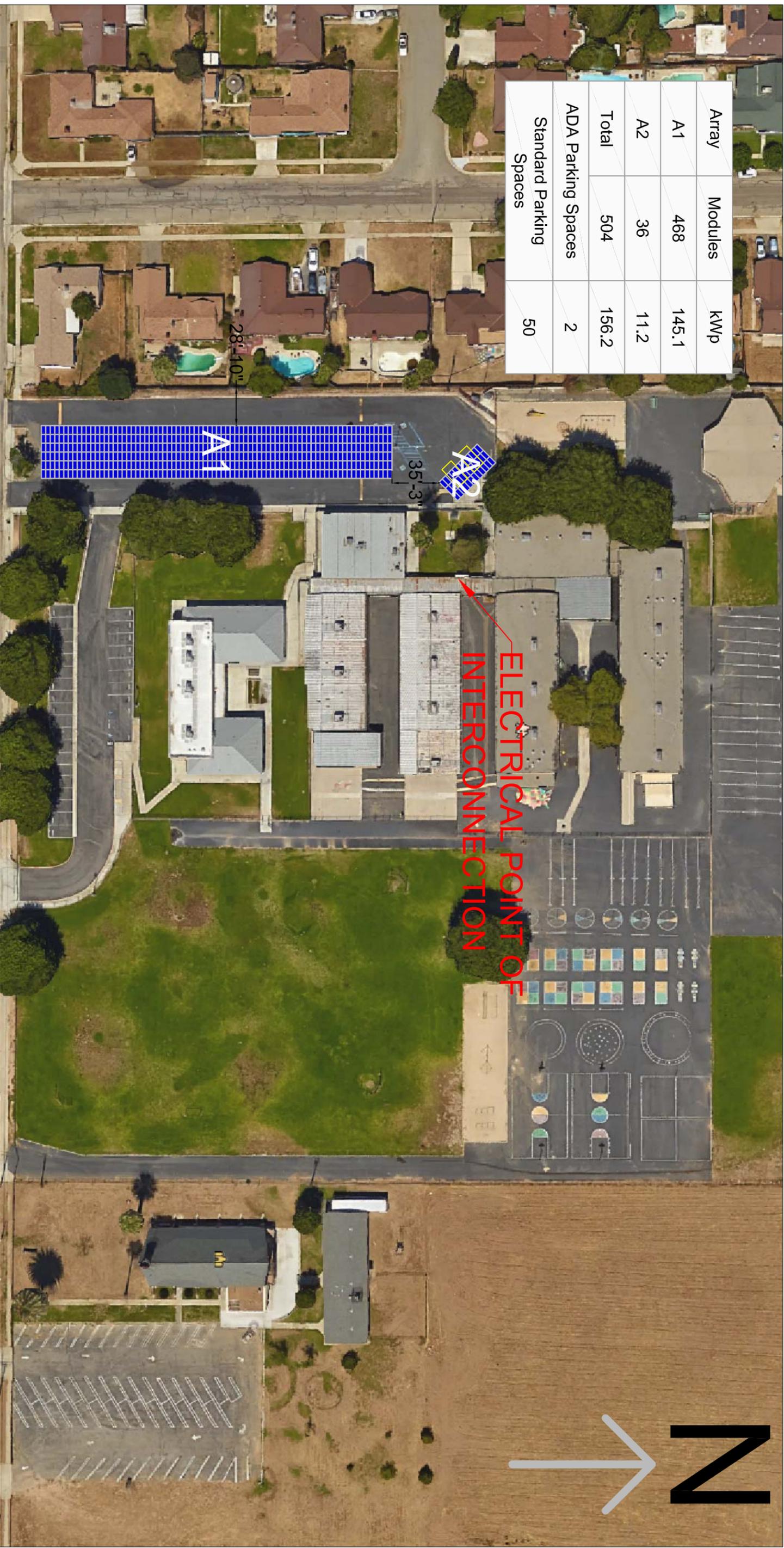


# San Bernardino City Unified School District

Arroyo Valley High School  
 1881 W Baseline Street  
 San Bernardino, CA

12/17/2015

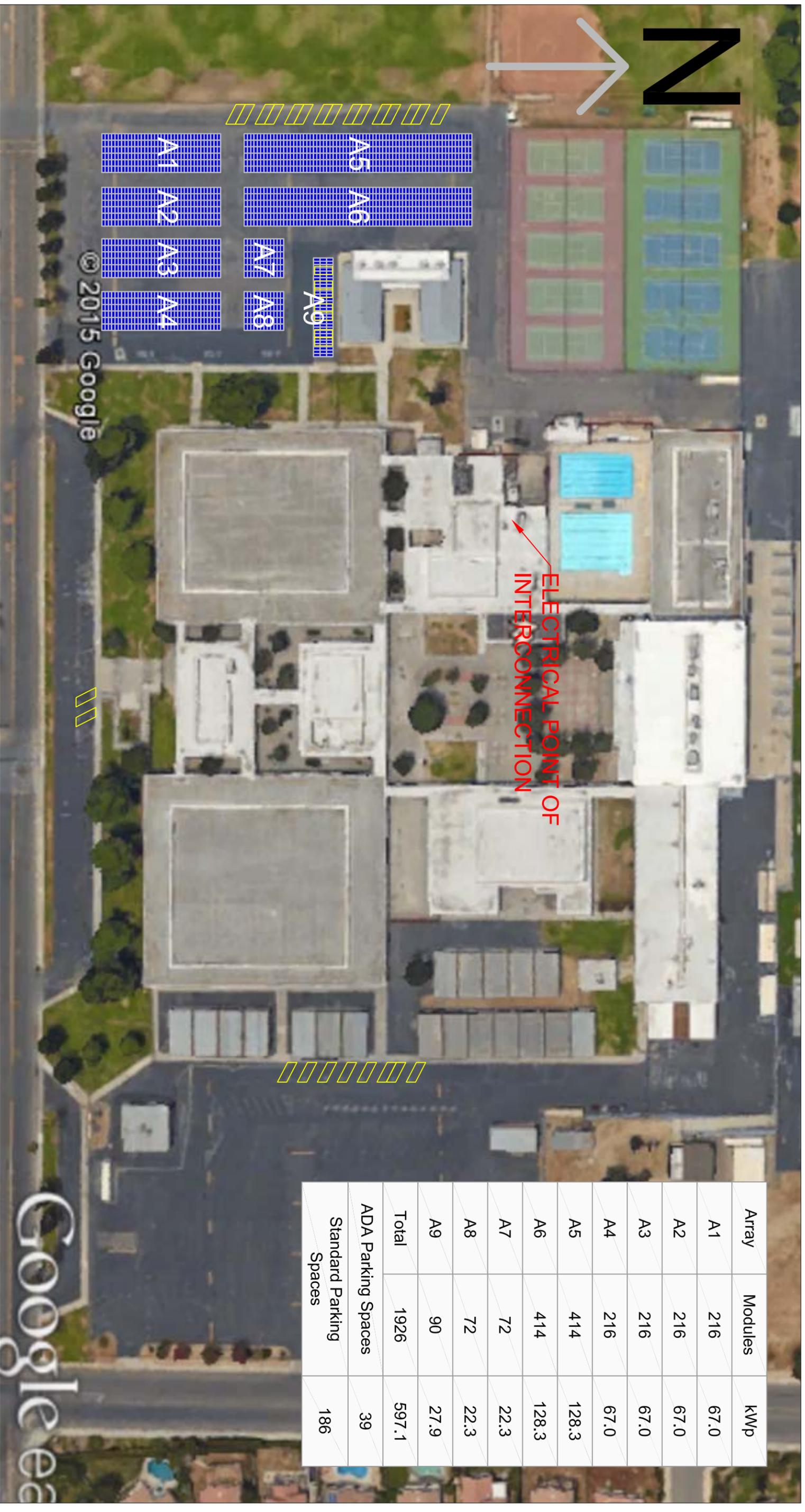
Array	Modules	kWp
A1	468	145.1
A2	36	11.2
Total	504	156.2
ADA Parking Spaces	2	
Standard Parking Spaces	50	



# San Bernardino City Unified School District

Barton Elementary School  
 2214 Pumalo Street  
 San Bernardino, CA

12/17/2015



Array	Modules	kWp
A1	216	67.0
A2	216	67.0
A3	216	67.0
A4	216	67.0
A5	414	128.3
A6	414	128.3
A7	72	22.3
A8	72	22.3
A9	90	27.9
<b>Total</b>	<b>1926</b>	<b>597.1</b>
ADA Parking Spaces	39	
Standard Parking Spaces	186	

# San Bernardino City Unified School District

Cajon High School  
 1200 W. Hill Drive  
 San Bernardino, CA

12/17/2015

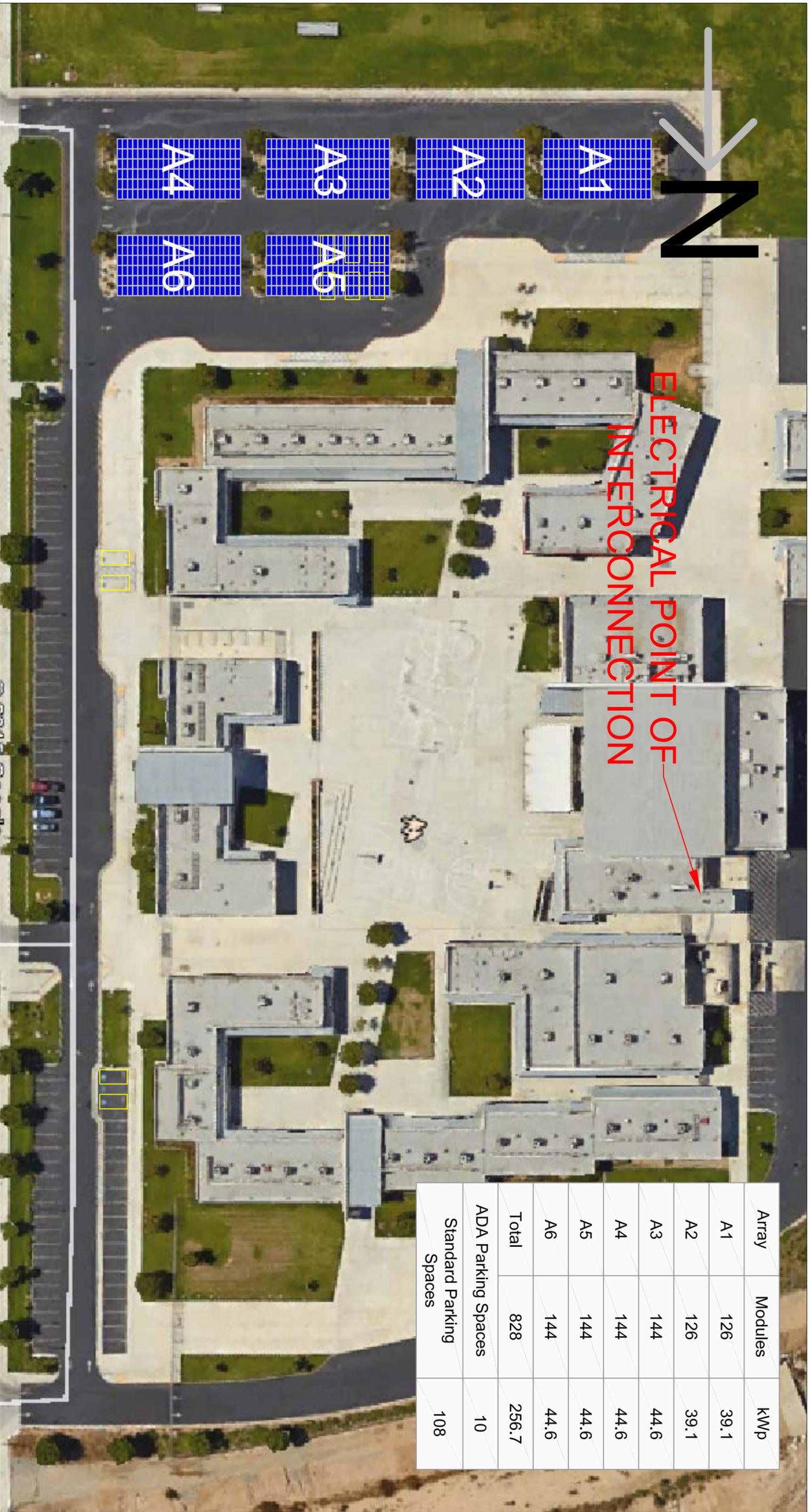


Array	Modules	kWp
A1	774	239.9
A2	36	11.2
Total	810	251.1
ADA Parking Spaces	9	
Standard Parking Spaces	77	

# San Bernardino City Unified School District

Chavez Middle School  
 6650 Magnolia Avenue  
 San Bernardino, CA

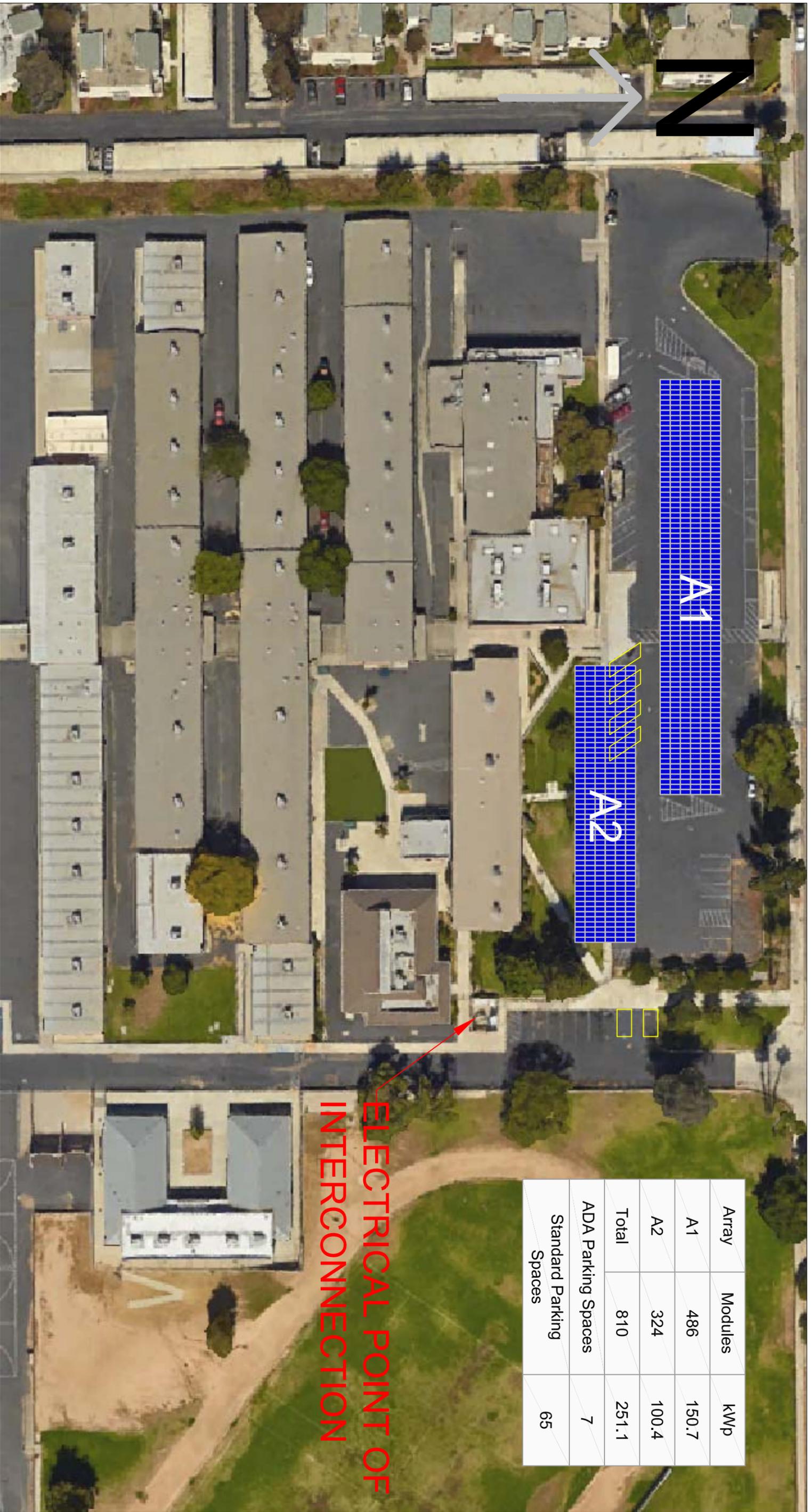
12/17/2015



# San Bernardino City Unified School District

Curtis Middle School  
 1050 Del Rosa Avenue  
 San Bernardino, CA

12/17/2015



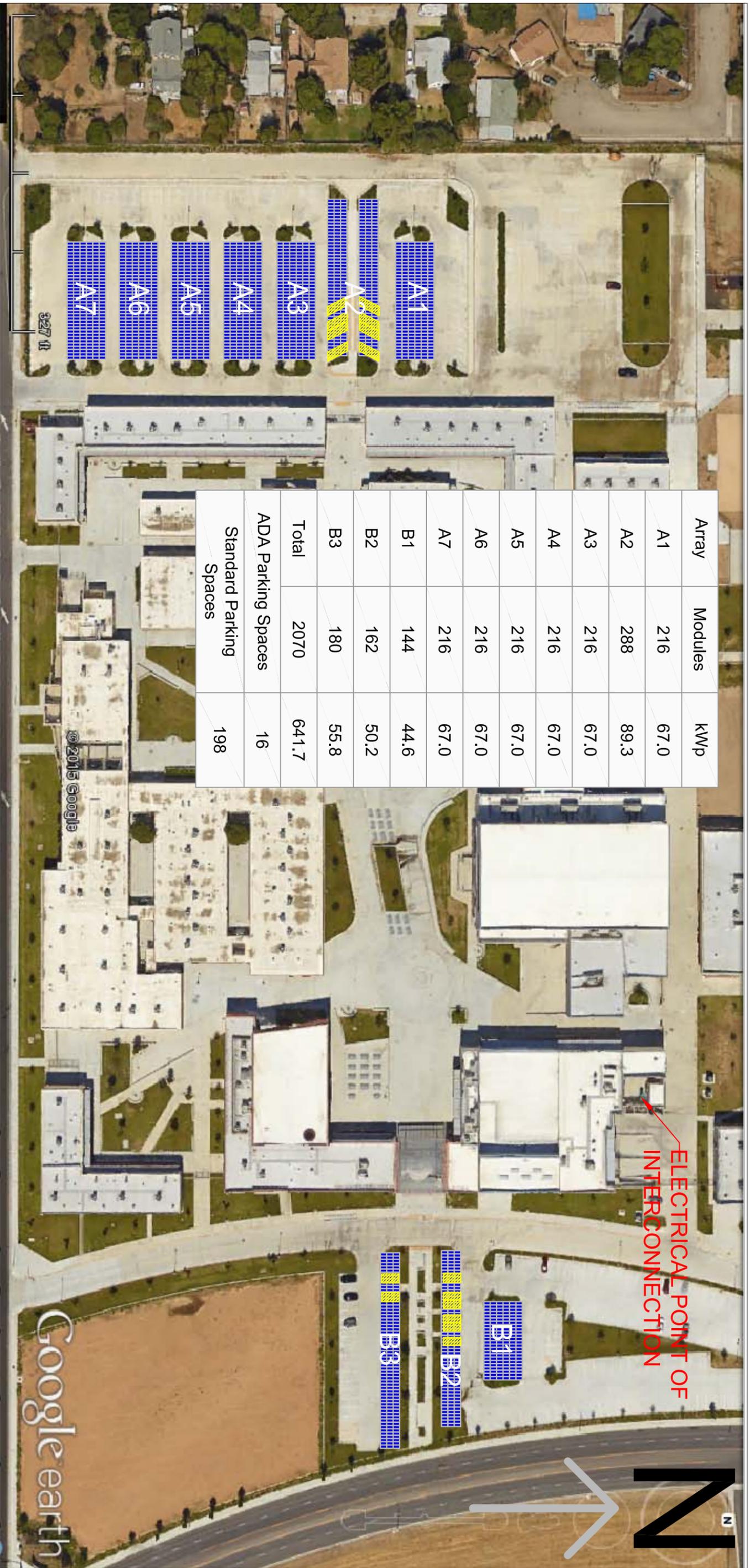
Array	Modules	kWp
A1	486	150.7
A2	324	100.4
Total	810	251.1
ADA Parking Spaces		7
Standard Parking Spaces		65

**ELECTRICAL POINT OF INTERCONNECTION**

# San Bernardino City Unified School District

Del Vallejo Middle School  
 1885 E. Lynwood Drive  
 San Bernardino, CA

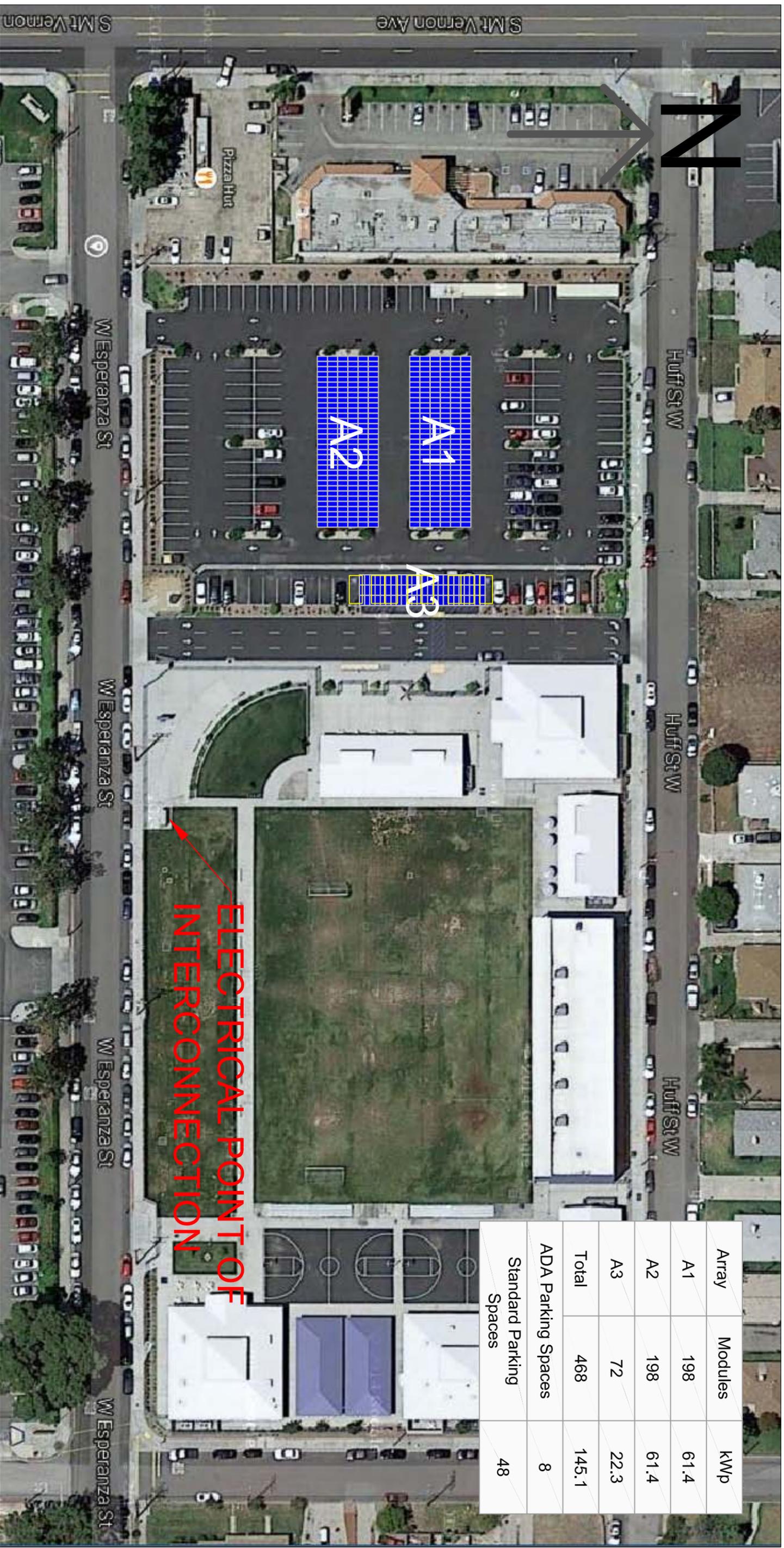
12/17/2015



# San Bernardino City Unified School District

Indian Springs High School  
 652 N. Del Rosa Drive  
 San Bernardino, CA

12/17/2015



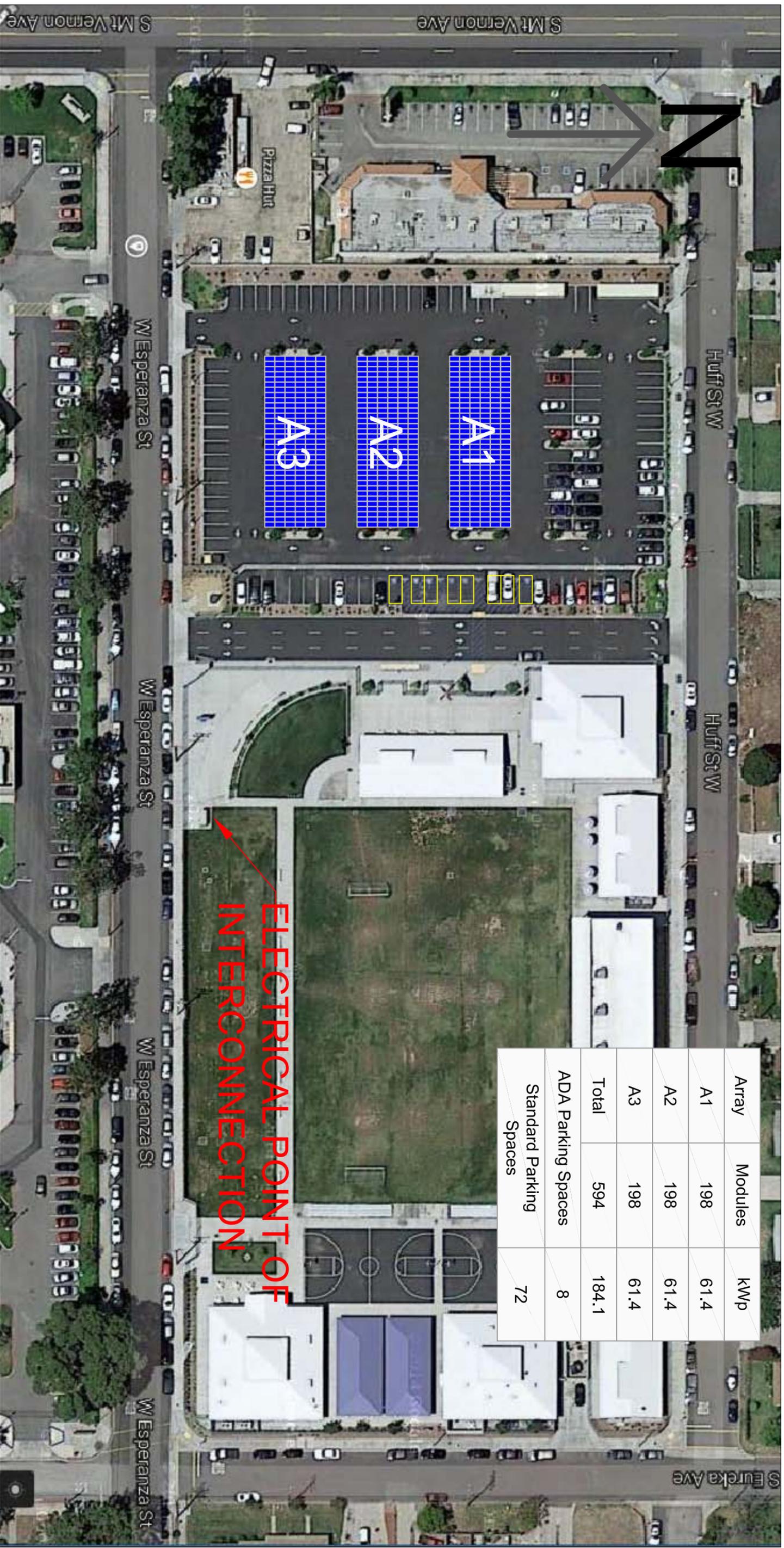
Array	Modules	kWp
A1	198	61.4
A2	198	61.4
A3	72	22.3
Total	468	145.1
ADA Parking Spaces	8	
Standard Parking Spaces	48	

**ELECTRICAL POINT OF INTERCONNECTION**

# San Bernardino City Unified School District

Middle College High School  
 1260 Esperanza Street  
 San Bernardino, CA

12/17/2015



## San Bernardino City Unified School District

Middle College High School (Opt B)  
 1260 Esperanza Street  
 San Bernardino, CA

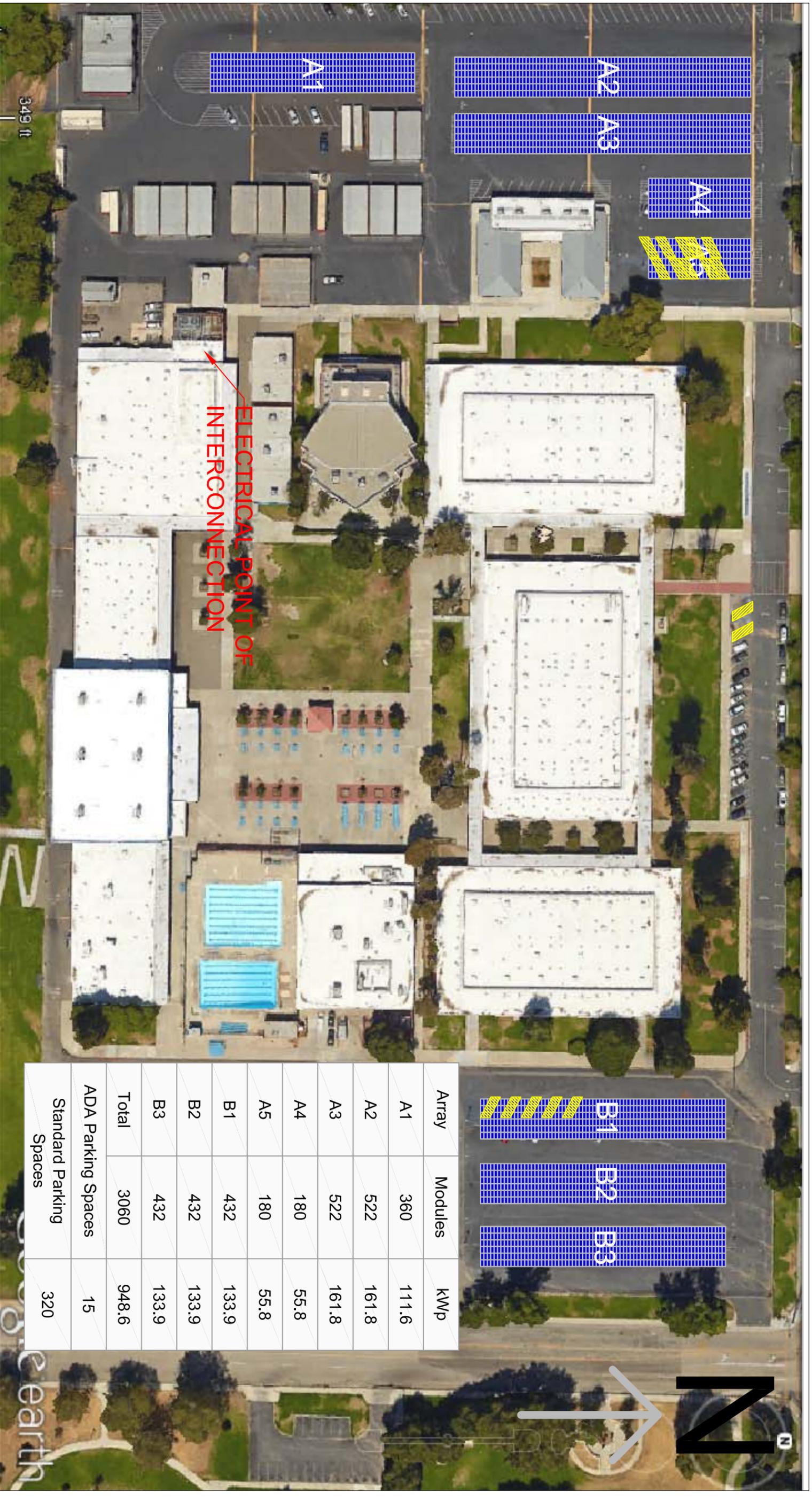
12/17/2015



# San Bernardino City Unified School District

Pacific High School  
 1020 Pacific Street  
 San Bernardino, CA

12/17/2015



# San Bernardino City Unified School District

San Geronio High School  
 2299 Pacific Street  
 San Bernardino, CA

12/17/2015



Array	Modules	kWp
A1	360	111.6
A2	522	161.8
A3	522	161.8
A4	180	55.8
A5	180	55.8
Total	1764	546.8
ADA Parking Spaces	10	
Standard Parking Spaces	180	

# San Bernardino City Unified School District

San Geronio High School (Opt B)  
 2299 Pacific Street  
 San Bernardino, CA

12/17/2015

# ATTACHMENT 4

## REQUIRED PROPOSAL RESPONSE FORMS

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Respondent Registration Form (submitted in advance of proposal response)  
Form 1 – Sub Contractor Documentation  
Form 2 – Price Proposal Form  
Form 3 – Proposal/Respondent Certification Sheet

## RESPONDENT REGISTRATION FORM

**(Must be submitted to ensure receipt of all Q&A and RFP Addenda)**

Company Name: \_\_\_\_\_

*(Lead Respondent)*

Contact Person: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Company Web Site Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip code: \_\_\_\_\_

Business Classification: (mark the appropriate classification)

Corporation  Limited Liability Corporation  Partnership/Joint Venture  Other

If "Other", please describe:

## Proposal Form 1 – Sub Contractor Documentation

**THIS FORM IS REQUIRED FOR ANY OTHER SUB CONTRACTED FIRM UTILIZED FOR THIS PROJECT.**

**\*Engineers, Consultants, and Subcontractors to be Used** (All entities must comply with California State License terms and conditions)

Name/Address \_\_\_\_\_  
License No.: \_\_\_\_\_  
Classification: \_\_\_\_\_  
Expiration date: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

Name/Address: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Classification: \_\_\_\_\_  
Expiration date: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

Name/Address: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Classification: \_\_\_\_\_  
Expiration date: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

\*Attach further detail for additional entries as necessary

### Other Requirements

The Respondent shall comply with the Laws and Regulations governing the payment of prevailing wages per the California Department of Industrial Relations (DIR). Respondents are responsible for determining the applicability of prevailing wage laws and regulations to the construction and installation of the proposed solar PV systems at the District host facilities listed in Attachment 3. Successful Respondent shall ensure all sub-contractors follow all determinations per the DIR.

The District reserves the right to review and approve subcontractors. All plans, drawings, and engineering calculations will be submitted with the stamp and signature of the engineer of record, who must have a valid license to practice engineering in the State of California and be in good standing.

### Worker's Compensation Certification

By signing and submitting a proposal, the Respondent certifies that they are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

## Proposal Form 2 - Price Proposal Form

**Host Facility Name:** \_\_\_\_\_

**Type and Size (kWdc) of System:** \_\_\_\_\_

**Narrative:**

Please provide a brief narrative description of your proposed prices over the 20-year term. Describe how the performance will be reconciled and which parties receive the benefit of overproduction above the projected values in Expected Performance Output below. Define responsibilities and ownership of any financially beneficial attributes.

### 20-Year Bid Price Form of Price Offered Formula Metric

#### Or Price Format 1 -

First Year Fixed Price/kWh

Annual Escalation Factor % per year

#### Or Price Format 2 -

First Year Fixed Price/kWh

No Annual Escalation Factor % per year

**All bids must include a bid for the RESPONDENT to include repairing vandalism and an option for the DISTRICT to repair vandalism.**

The undersigned offers the following performance calculations PER SITE:

**Expected Performance Output:** The quantity of solar power that Respondent expects to deliver to \_\_\_\_\_ host facility in kWh is: \_\_\_\_\_ (state first year quantity) with a \_\_\_\_\_ annual degradation factor (% per year).

REPEAT THE STATEMENT ABOVE OF EXPECTED PERFORMANCE OUTPUT FOR EACH SITE IN ATTACHMENT 3 IN THIS AREA.

- Respondent to provide sample template contracts along with the pricing proposal for the District's consideration. In no way is the District agreeing to use the provided contract or any terms it contains.
- Proposals shall include both a termination schedule of values and a buyout schedule of values

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Print Name \_\_\_\_\_ Name of Respondent \_\_\_\_\_

### Proposal Form 3: PROPOSAL/RESPONDENT CERTIFICATION

This Proposal/Proposer Certification must be signed and returned, as part of the sealed **Envelope #1 – Technical Qualifications and Experience** contents with original signatures.

Proposer certifies the following:

A. "I have read and understand the RFP and all requirements."

B. "The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification."

1. Company Name
2. Telephone Number
3. Fax Number
4. Address

Indicate your organization type:

Sole Proprietorship       Partnership       Corporation

Indicate the applicable employee and/or corporation number:

1. Federal Employee ID No. (FEIN)
2. California Corporation No.
3. Indicate applicable license and/or certification information:

Proposer's Name (Print):

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Title

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**Signature**

Date

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