COAST COMMUNITY COLLEGE DISTRICT

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFP # 2046)

FOR

SOLAR PHOTOVOLTAIC ELECTRIC CARPORT SYSTEM
AT ORANGE COAST COLLEGE, COSTA MESA, CA

January 13, 2015

PROPOSALS DUE:

By 4 p.m. - February 17, 2015

Coast Community College District
Attn: John Eriksen
Purchasing Department
1370 Adams Ave
Costa Mesa, CA 92626

www.cccd.edu
# REQUEST FOR PROPOSAL SCHEDULE

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<td>January 13, 2015</td>
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<td>RFP Advertisement(s)</td>
<td>January 14, 2015</td>
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<td>January 22, 2015, 10:00 A.M.</td>
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REQUEST FOR QUALIFICATIONS AND PROPOSALS ("RFP")
FOR SOLAR PHOTOVOLTAIC ELECTRIC CARPORT SYSTEM

Coast Community College District (District”), in accordance with Proposition 39 Implementation Guidelines and Government Code §4217.10, et seq., is requesting responses to its Request for Qualifications and Proposals from Respondents for a Solar Photovoltaic Carport System at its Orange Coast College campus in Costa Mesa, California.

With this Request for Proposals and Qualifications (“RFP”) the District is seeking written proposals from qualified firms (“Respondents”) providing engineering design, procurement, construction, start-up, commissioning, and ongoing operations, maintenance, monitoring, and a long-term performance guarantee ("EPC/O&M/PeGu Services” or “Services”) for a 1 MW-cec-ac fixed-tilt carport solar photovoltaic electric generating system ("Photovoltaic System" or “PV System”) at the District’s Orange Coast College campus. The District is seeking Design-Build proposals for this PV System and should the District successfully negotiate an energy services contract with a Respondent it intends to seek Board approval of said contract using California Government Code Section 4217.10 et seq. The District intends to purchase this PV System using its general obligation bond funds and is not interested in any proposals for Power Purchase Agreements.

Proposals are due no later than 4:00 pm on February 17, 2015. The District’s sole contact for Respondents during the RFP process is Clyde Murley, Solar Program Manager for the Community College League of California, telephone: (510) 528-8953; email: clyde@murleyconsulting.com. Detailed submittal requirements are described later in this RFP.

Contact Between Firm and District. The owner and contracting entity for the Project will be the Coast Community College District. The project will be coordinated and managed with the assistance of the District’s solar consultant, Clyde Murley, Solar Program Manager for the Community College League of California. During this RFP process, firms submitting or considering submitting proposals, and their directors, officers, employees, subconsultants, and subcontractors, are prohibited from communicating about this RFP or the Project with District Board members, Chancellor, Administration, or Staff of Coast Community College District. The District reserves the right to disqualify from this RFP process any firm attempting to communicate with District Board members, the Chancellor, Administration, or Staff regarding this RFP or Project. Mr. Murley shall be the sole contact throughout the RFP process.

1. OVERVIEW, OBJECTIVE, AND PROCUREMENT APPROACH

The District’s Orange Coast College is located in Costa Mesa, California. With this RFP the District intends to procure a 1 MW-cec-ac fixed-tilt Solar PV System in the main parking lot at this campus.

Orange Coast College is currently receiving Direct Access service from Constellation NewEnergy.

The District has applied for and has received 1 MW CSI reservations for the proposed 1 MW-cec-ac PV System at the 5-year PBI incentive rate of $0.088 per kWh.
As part of its PV System procurement the District expects to secure a 25-year operations and maintenance ("O&M") service agreement and a corresponding 25-year performance guarantee ("PeGu") agreement from the selected solar vendor.

Through this Request for Qualifications and Proposal ("RFP"), the District seeks to identify and select a highly qualified and cost and value competitive design-build contractor ("Design-Build Entity" or "EPC Contractor") for the survey, design, installation, commissioning, and service of a “grid-connected” Photovoltaic System. The overarching objective of the Project is to provide the greatest level of General Fund benefits over the next 25-30 years.

The District’s award of contract(s), if any, will be made in accordance with California Government Code section 4217.10, et seq., and will be based on the District’s evaluation of the Respondents’ respective skills, experience, and qualifications; overall PV System price and long term cost of operations; cost per unit output; expected long-term General Fund savings; proven performance; technology components; operations and maintenance support; guarantee of stated kWh output of the PV System; and overall thoroughness of proposal and responsiveness to the RFP and during the RFP process. In making its solar PV vendor selection, the District reserves the right to consider, evaluate and weigh these factors as it sees fit.

Requested Solar PV Build

In Exhibit H of this RFP, the District has designated an area within its main parking lot at Orange Coast College within which the PV System shall be located. The District expects that Respondents will propose “T-style” PV canopies over the double rows of parking. The District prefers an alignment that centers the PV System in the middle of the parking lot.

Inverters and PV System Availability.

Because reduced utility demand charges are potentially a significant source of the utility bill reductions achieved by installing a PV system, the District is interested in PV system proposals that offer a high degree of system reliability and availability. Since inverter trips and the ensuing down time until repair or reset increases the chances of having to pay higher monthly utility demand charges, the District is particularly interested in proposals that promise the highest level of monthly demand charge reduction, whether through the use of string inverters or other effective measures.

Operations and Maintenance Program and Performance (Output) Guarantees.

A minimum 10 year Operations and Maintenance ("O&M Agreement") is required under the CSI Program. For the PV System, the District expects to require a 25-year O&M Agreement that otherwise conforms minimally to the CSI Program requirements, together with at least a 95% 25-year performance (or output) guarantee agreement ("PeGu Agreement"). The minimum requirements for the PeGu Agreement are described in Exhibit G of this RFP. Respondents are also invited to propose a performance guarantee higher than 95%. The District’s calculation of expected utility bill savings and CSI incentives will be based on the guaranteed level of 25-year PV output.

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1 All contractors shall provide a minimum 10-year warranty to provide for no-cost repair and replacement of the system for any expenses not otherwise covered by the manufacturer.” (pp. 29-30, California Solar Initiative Program Handbook, California Public Utilities Commission, April 2013)
PV Project Construction and Completion Schedule

1. The District intends for the construction of the PV System to be completed prior to the beginning of the Fall 2015 Semester, which is August 21, 2015. The Contractor can mobilize June 1, 2015 on site and can utilize a portion of the northwest dirt lot as a staging area. No work will be allowed on weekends due to the Swap Meet. The District shall also constrain the limits of work to 2 rows completely fenced on weekends also during the whole construction period due to the Swap Meet. The “T” Bar foundations, and electrical conduit runs shall be constructed within the 90 day (12 week) period of June 1st to August 21st. All construction shall be completed, tested, and accepted by December 18, 2015.

2. MINIMUM QUALIFICATIONS

The following criteria shall be applied by the District to determine whether Respondents meet minimum qualifications. Failure to meet any one of the below criteria shall render a Proposal non-responsive.

1. Within the last three (3) years, Respondent has constructed at least three (3) solar PV carport projects of 500 kWp or larger in size per project, for a California K-12 or California community college district under a Design-Build Contract.
2. Contractor Registration pursuant to Labor Code Sections 1725.5 and 1771.1.
3. Respondent has sufficient bonding capacity for this Project.
4. Respondent meets the contractor license requirements described elsewhere in this RFP.
5. Respondent is able to meet insurance requirements set forth in the Design-Build Contract.
6. Respondent has been in business in California under the present company or business name and license number for a minimum of five years.
7. Respondent is eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract pursuant to either Labor Code section 1771.1 or Labor Code section 1777.7.
8. Respondent has not been terminated for cause or defaulted on a project during the last ten (10) years.
9. Respondent’s license has not have been revoked at any time in the last five (5) years.
10. Respondent is willing and able to commit to guaranteeing no less than 95% of the expected output from each PV System during the first 25 years of operation. This guarantee may allow for expected annual degradation and the guaranteed output may be weather adjusted. This performance guarantee must also adhere to requirements stated elsewhere in this RFP.

If a Respondent is unable to meet one or more of the above criteria, the District shall not consider its Proposal and shall reject its Proposal as non-responsive. In their Letter of Interest, Respondents must state whether or not they meet all of these minimum qualifications.
3. POTENTIAL PHOTOVOLTAIC SYSTEM SITE

Table 2 below provides basic information about the PV System site, along with utility account and meter numbers, the current and expected post-solar tariffs, approximate current electricity usage data.

Table 2: Orange Coast College PV System Site

<table>
<thead>
<tr>
<th>PV System #1A</th>
<th>School Site</th>
<th>Site Address</th>
<th>Solar PV Application</th>
<th>SCE Service ID</th>
<th>SCE Meter Number</th>
<th>Current SCE Rate Schedule</th>
<th>Anticipated SCE Post-Solar Rate Schedule</th>
<th>Approximate Annual Electricity Usage (kWh)</th>
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<tbody>
<tr>
<td></td>
<td>Orange Coast College</td>
<td>2701 Fairview Rd, Costa Mesa, CA 92626</td>
<td>Fixed Tilt Carport</td>
<td>3000016674</td>
<td>V349N-008445</td>
<td>TOU-8 Primary Schedule</td>
<td>TOU-8 Primary Schedule</td>
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Additional information about the potential solar site is contained in **Exhibits H through L** to this RFP. Exhibit H: **Permissible Location for 1 MW-cec-ac Solar PV Carport System on Orange Coast College** is contained in this document. **Exhibits I, J, K, and L**, plus the editable Excel version of **Exhibit F**, can be obtained by email request to Clyde Murley at clyde@murleyconsulting.com.

These Exhibits are incorporated by reference into this RFP.

**Exhibit H** indicates the permissible area within which the 1 MW-cec-ac PV carport system may be proposed. **DSA-required ADA spots covered by the carport should be within this rectangular area, located in its southeast corner.**

Within the given solar-permissible area, Respondents are expected to make their siting selections in the way that provides the most practicable, cost-effective approach for optimizing their overall proposals. Among other factors, all proposed solar PV carports and the expected solar PV outputs should account for current and future shading from trees and structures such that any solar PV output reductions from expected shading are factored into the expected solar PV outputs as stated in Proposals.
Respondents should assume the underneath minimum clearance of all proposed PV carports of 14 feet.

**Exhibit I** contains available topographic drawings.

**Exhibit J** contains available electrical drawings.

**Exhibit K** contains available geotechnical reports.

**Exhibit L** contains the pre-proposal meeting location map.

**4. PURPOSE OF RFP**

This RFP is part of the process for the District’s selection of a qualified EPC Contractor to provide Services for a PV System to be installed at the District’s Orange Coast College campus. The District intends to award a single contract to a single Respondent for completion of services. This is not a request for bids or an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals, to waive any irregularity, and to sit and act as sole judge of the merit and qualifications of the materials and services offered therein.

**4.1 District Modifications to RFP**

The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of Proposals, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued any modifications to the RFP by written addenda.

**4.2 No Oral Clarifications/Modifications**

The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof. No employee, office, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. Respondents shall not rely on any oral clarification or modification to the RFP. Inquiries must be submitted not later than the time/date indicated elsewhere in this RFP.

**4.3 Public Records**

Except for materials deemed Trade Secrets (as defined in California Civil Code section 3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The District is not liable or responsible for the disclosure of Proposals, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on part of the District or its agents.
or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom.

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 District and shall not be subject to disclosure under the California Public Records Act until after either the District and the successful Respondent have completed negotiations and entered into the Contract attached as Exhibit D or the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal or Contract.

4.4 Errors/Discrepancies/Clarifications to RFP

If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) requires clarifications of any portion of the RFP, the Respondent shall immediately provide written e-mail notice of such to Clyde Murley, at clyde@murleyconsulting.com. Responses of the District to the notice of any errors or discrepancies herein, or request for clarification, will be in writing. If, in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received via email by Mr. Murley no later than 4:00 P.M. on January 28, 2015. The District will respond to clarification requests submitted thereafter solely at its discretion.

4.5 Examination of Site and Contract Documents

Each Respondent shall, at its sole cost and expense, inspect the Site(s) and become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Respondent to receive or examine any of the Contract Documents or to inspect the Site(s), or any portion thereof, shall not relieve such Respondent from any obligation with respect to the Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Respondent for, nor shall the District be bound by, any understandings, representations or agreements of the District’s representatives, agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Proposal shall be deemed *prima facie* evidence of the Respondent’s full compliance with the requirements of this section.
5. SERVICES AND COMPONENT REQUIREMENTS FOR PHOTOVOLTAIC SYSTEM

The successful Respondent (“EPC Contractor”) will be responsible for completing a “turnkey” Photovoltaic System on the District’s Orange Coast College campus, including design/engineering, permitting, procurement, construction, installation and equipment commissioning/start-up, and ongoing operations and maintenance. The District also expects to require that the EPC Contractor guarantee at least 95% of the kWh output stated in its Proposal for the selected Photovoltaic System.

Products, components, construction, and installations must comply with applicable codes, standards, and rating methodologies. Minimum requirements of a general nature are outlined below; the requirements described below are not intended to be complete or comprehensive. The following are intended to provide Respondents with an overview of the general requirements; the following do not modify, limit or waive requirements established by the Contract as awarded.

5.1 General.

(i) The Photovoltaic System must conform to current National Electrical Code and Title 24 of the California Code of Regulations.
(ii) All outdoor enclosures should be at minimum rated NEMA 3R.
(iii) Installations must be in compliance with Occupational Health and Safety Administration (OSHA) directives.
(iv) Installation must comply with the State of California Education Code, including but not limited to Field Act compliance, e.g., receive a Division of State Architect Administrative review (“A-number) and be reviewed and approved by the Division of the State Architect (DSA).

5.1.1 Photovoltaic Modules. Proposed photovoltaic modules must be (i) Monocrystalline or Polycrystalline, (ii) eligible under the California Solar Initiative (“CSI”) Program; (iii) in compliance with IEEE standards, including without limitation, IEEE 1262; (iv) UL listed; and (v) in compliance with the current National Electrical Code.

5.1.2 Hazardous Materials. If PV modules using hazardous materials are to be provided by the Respondent, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or District responsibilities related to PV modules containing hazardous materials must be clearly identified.

5.1.3 Inverters. Proposed inverters must be: (i) IEEE 929-2000 compliant; (ii) UL 1741 compliant; and (iii) California Energy Commission eligible.

5.1.4 Electrical Power Generation. Power generated by the Photovoltaic System must be compatible with the existing distribution systems at the District’s Orange Coast College campus.
5.1.5 **Utility Interconnection.** The District’s Orange Coast College campus receives distribution and transmission service from SCE. Interconnection of power generated through the Photovoltaic System must be in compliance with applicable utility and regulatory requirements. The EPC Contractor shall be required to prepare, submit, and secure interconnection agreements on behalf of the District with SCE for power generated by the Photovoltaic System. The Photovoltaic System must be capable of performing under SCE’s Net Energy Metering tariff and any associated requirements.

5.1.6 **Structural Requirements.** Structures and structural components, fire life safety, and accessibility must be designed: (i) in accordance with all applicable Division of State Architect (DSA) requirements (fire life safety and accessibility); and (ii) with a minimum useful life of thirty (30) years. Structural calculations incorporated into the Design Documents must be stamped by a registered engineer or architect under California law and reviewed/approved by DSA.

5.1.7 **Monitoring and Metering.** The Photovoltaic System must incorporate equipment and connections for metering, monitoring and data collection of solar power generated by the Photovoltaic System at a time interval of no less than 15 minutes. Meters with industry standard communication telemetry for Ethernet, cellular, or other similar common output must be incorporated into the Photovoltaic System. Meters must be situated in easily assessable locations. Provide at least one (1) public information monitoring station readily assessable to students, staff and the general public which monitors the solar power generated by the Photovoltaic System and other related data at the campus where the kiosk is located. The location of the monitoring station shall be subject to District direction.

5.2 **Codes and Standards.**

5.2.1 **Photovoltaic System.** Design Documents prepared by the EPC Contractor shall conform to applicable codes, design professional standards and standards of care. EPC Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Design Documents. All materials, equipment, workmanship and other items forming a part of the Photovoltaic System shall comply with: (i) all applicable codes, regulations, including without limitation requirements established by DSA; and (ii) SCE interconnection requirements.

5.2.2 **Legal Requirements.** During the course of performance, the EPC Contractor will be required to comply with all applicable laws, including but not limited to the following:

5.2.2.1 **Prevailing Wages.** 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 Respondent, copies of which are on file and will be made available to any interested party upon request at the District offices or at or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful Respondent at the job site. The successful Respondent and all subcontractors under him, shall comply with all applicable Labor Code provisions, which include the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract and the employment of apprentices.

5.2.2.2 Labor Code Compliance. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor shall furnish the records specified in Labor Code §1776 directly to the Labor Commissioner in accordance with § 1771.4(3).

5.2.2.3 Contractor/Subcontractor Registration. Pursuant to Labor Code Section 1771.1, “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.”

5.2.2.4 Contractor License. Each Respondent shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed as required herein, in the appropriate classification(s) of contractor’s license(s), for the Project, and must maintain the license(s) throughout the duration of the Project.

5.2.2.5 Retention/Substitution of Security. Pursuant to Public Contract Code Section 22300, the successful Respondent may substitute certain securities for funds withheld by the District.

5.2.2.6 Bonds. The successful Respondent will be required to furnish the District with a Payment and a Performance Bond equal to 100% of the Design-Build Contract price, prior to execution of the Design-Build 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. Proposals shall include the cost of obtaining such bonds.

5.2.2.7 Non-Collusion Declaration and Iran Contracting Act Certification. Respondents shall execute the “Non-Collusion Declaration” and
5.2.3 **Warranties.** Respondents must offer warranty coverage (inclusive of materials, equipment and labor) for materials, equipment, workmanship and operation of the Photovoltaic System as follows: (i) at least twenty-five (25) years for photovoltaic panels; and (ii) at least ten (10) years for inverters and all other materials/equipment forming a part of the Photovoltaic System. Proposed Photovoltaic System must not render void, violate or otherwise limit other existing warranties covering any portion of existing District facilities, materials or equipment.

5.2.4 **Operations & Maintenance.** EPC Contractor must offer at least: (i) semi-annual on-site inspection of all photovoltaic panels, inverters and other equipment/materials forming a part of the Photovoltaic System; (ii) routine and scheduled testing and maintenance; (iii) web-accessible real-time monitoring and (iv) annual module washing.

6. **DESIGN-BUILD CONTRACT**

Incorporated as **Exhibit D** to this RFP is a form of Design-Build Contract (“Contract”), which the District anticipates executing with the successful Respondent(s) selected through this RFP process. Exhibit D may be obtained by email request to Clyde Murley at clyde@murleyconsulting.com.

7. **LABOR CODE COMPLIANCE.** This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor shall furnish the records specified in Labor Code §1776 directly to the Labor Commissioner in accordance with § 1771.4(3).

8. **CONTRACTOR/SUBCONTRACTOR REGISTRATION.** Pursuant to Labor Code Section 1771.1, "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5."

9. **COMMUNITY COLLEGE LEAGUE OF CALIFORNIA PAYMENT OBLIGATION**

The District has enlisted the assistance of the Community College League of California’s ("CCLC") Solar Consulting Services Program, which is managed by Clyde Murley of Murley Consulting Group, in undertaking this solar PV RFP process and for ongoing assistance with numerous related matters. In order to reimburse the League’s Solar Consulting Services Program for its costs in providing this assistance, the District requires that each Respondent to this RFP indicate in its proposal its agreement to making a payment to the CCLC Solar Consulting Services Program should Respondent ultimately execute a solar PV contract with the District. The required payment is based on the following formulas: number of Watts-dc of total PV capacity represented in any executed contract(s) between the District and the EPC Contractor related to this RFP, multiplied by $0.15/Watt-dc for any fixed-tilt PV system, and/or multiplied by $0.18/Watt-dc for any single-axis tracking system. The calculated amount of this
payment shall be embedded in the Respondent’s solar PV system price proposal. Such payment shall be made in full within 60 days of the date the District makes its first payment to the selected EPC Contractor following the execution of the solar PV contract between the District and the selected solar vendor. In the Letter of Interest contained in their Proposals, Respondents must acknowledge and agree to this payment requirement.

10. PROPOSALS

10.1 RFP Activities; Timeline.

The summary on the first page of this RFP describes the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities. No firm may withdraw its proposal for a period of ninety (90) days after the date set for submittal of RFP Responses.

10.2 Mandatory Site Walk. There is a mandatory pre-proposal meeting and site walk that will take place on Thursday, January 22, 2015 at Building 172 – Construction Management at Orange Coast College (Exhibit L – Map) (Failure to attend the pre-proposal meeting and site walk, in their entirety, SHALL disqualify the non-attending Respondent from submitting a Proposal in response to this RFP. Respondents will be required to sign a Site Walk Attendance Sheet at the commencement and end of the Site Walk. Please dress appropriately and limit the number of personnel attending the site walk to not more than four individuals per potential Responding firm.

10.3 Submission of Proposals.

10.3.1 Latest Date/Time for Submission of Proposals. The latest date/time for submission of Proposals is 4:00 P.M., February 17, 2015. Proposals that are not actually received in the Location noted below prior to 4:00 P.M on this date will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of Proposals.

10.3.2 Location for Submission of Proposal. Proposals shall be submitted to the following location: Coast Community College District, 1370 Adams Ave., Costa Mesa, CA 92626, Attention: John Eriksen, Director of Purchasing.

10.3.3 Proposal Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent. The District will not reimburse Respondents for the cost of Proposal preparation.
10.3.4 **Copies of Proposal.** Each Respondent shall submit an original hard copy and two (2) hard copies of its Proposal to the Location noted in 10.3.2 above. An identical electronic version of its Proposal must also be provided on a USB flash drive as part of this submission. The USB flash drive should also contain any spreadsheet files (e.g., Excel) used in the preparation of the RFP, including but not limited to the completed Exhibits, including but not limited to the Exhibit F Excel tables and the hourly PV production files (in Excel or csv file form). **Hard copies of the PV hourly output files should not be provided.** In addition to the copies provided to the District, each Respondent shall also submit two hard copies and one complete electronic version of its Proposal to Clyde Murley at 1031 Ordway Street, Albany, CA 94706. (510.528.8953)

10.3.5 **Accuracy of Information.** Respondents shall provide only complete and accurate information. Respondents acknowledge that the District is relying on the truth and accuracy of the responses contained herein. Each Proposal must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Respondent on whose behalf that person is signing. If any information provided by a Respondent becomes inaccurate, the Respondent must immediately notify the District and provide updated accurate information in writing, under penalty of perjury. Should a Respondent omit requested information or falsify information, the District may reject the Proposal.

10.4 **Proposal Format/Contents.**

Each Proposal must conform to the following described format and must include the content described below. All materials submitted in response to this RFP shall be on 8 ½” x 11” paper, preferably in portrait orientation, except for drawings, tables, and graphics, which may be submitted in landscape and/or larger format, folded as practicable to fit into 8 ½” x 11” size. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Labeled dividers that extend beyond the edges of the bound sheets must be used to identify and separate discrete sections of the Proposal described below. Respondents are not prohibited from submitting materials in addition to those specifically responding to the matters described below; however, the Respondent shall bind all such additional materials separately from the Proposal.

Failure of a Respondent to submit its Proposal in a format and with content conforming to the following requirements may be a basis for the District’s rejection of such Proposal for non-responsiveness.

10.4.1 **Cover Sheet.** Identify the submittal as the Response to this RFP and include an identification of the firm submitting the Proposal along with the firm’s address, telephone/fax numbers and email addresses of the firm’s principal contracts in connection with this RFP or the Proposal.
10.4.2 **Letter of Interest.** Each Respondent shall prepare a brief letter expressing the interest of the Respondent in providing Services for the Photovoltaic System and a brief statement of the qualifications of the Respondent to provide the Services described in the Contract. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. A copy of the letter of interest should be bound with other materials responding to this RFP.

10.4.3 **Executive Summary.** Include an overall description of the Respondent’s Photovoltaic System proposal. Include a table that lists the following: Site identification by address and name as identified in this RFP; system capacity (in both CEC-AC and DC); installation type; expected annual and 25-year output; number, size, manufacturer, and model of inverters and PV modules; all-inclusive PV System price, 1st year O&M price and associated annual escalator, if any, and 1st year output guarantee price and associated annual escalator, if any.

10.4.4 **Table of Contents.** Include a Table of Contents reflecting the Respondent’s responses to each of the items set forth below.

10.4.4.1 **Tab 1: Proposal.** Complete and execute the form Price Proposal included with this RFP as Attachment A and required documents as noted in the Price Proposal.

In providing the total cost for the Photovoltaic System, be sure to provide the all-inclusive system price including all design, permitting, installation, commissioning, warranties, and maintenance services. Such cost and services shall include, but not necessarily be limited to:

- All electrical switchgear preparation to accept Photovoltaic System;
- All electrical connectors, cabling & components necessary for a complete solar system;
- Complete electrical engineering services including diagrams;
- Complete structural engineering services including diagrams;
- Planning and design review services, including all meetings with the District, DSA, SCE, etc.;
- Utility interconnection agreement processing costs;
- Support services necessary to gain final approval of PV System for existing CSI reservations;
• CSI Program inspections coordination;
• Local building and electrical inspection coordination;
• Secure storage facility at job site for all PV System equipment and supplies;
• Lavatory facility at job site, if needed;
• System operation and safety manuals and customer training;
• Final PV System “as-built” schematics;
• Final cleanup to “broom clean” conditions.

10.4.4.2 Tab 2: Non-Collusion Affidavit and Statement of Qualifications. Complete the Non-Collusion Affidavit and Respondent’s Qualifications documents, which are incorporated into this RFP as Exhibit B and Exhibit C, respectively.

10.4.4.3 Tab 3: Financial Statement. Include the most current financial statement for the Respondent Firm. Financial Statements must be reviewed or audited by a California licensed Certified Public Accountant.

10.4.4.4 Tab 4: Proposed Project Team. Identify key personnel proposed as part of the Project Team and indicate who key personnel work for (i.e. Respondent, sub-consultant or an independent contractor). The Design Consultants must include the following disciplines: (i) structural; (ii) electrical; and (iii) civil. Include an organization chart illustrating the roles and relationships among the Respondent’s proposed Project Team (including proposed Design Consultants, Project Manager and superintendents) and between the proposed Project Team and District personnel responsible for implementing the Project. Submit resumes of the key personnel which include the educational backgrounds as well as the skills and experience of such personnel in developing, preparing and completing commercial PV Systems.

10.4.4.5 Tab 5: Licenses. The District requires that Respondents possess, at the time of submission of a Proposal, at the time of award of the Contract and at all time during construction activities, the following classification(s) of California Contractor License: (1) General Contractor License (Class B) and C-10: Electrical Contractor License, OR (2) General Engineering License (Class A) and C-10: Electrical Contractor License. It is acceptable for a Respondent that does not possess a C-10: Electrical Contractor License to list a Subcontractor with C-10: Electrical Contractor License. A C-46: Solar Contractor License is desired but not mandatory. Any Respondent not so duly and properly licensed shall be subject to all penalties imposed by law.
10.4.4.6 Tab 6: Contract Comments. Included with this RFP as Exhibit D is the Design-Build Contract ("Contract"). Respondents must thoroughly review the Contract included herewith and must identify any term or condition of the Contract which the Respondent requests modifying or deleting existing provisions or adding new provisions. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. The District will review but is not obligated to accept any proposed changes.

10.4.4.7 Tab 7: Customer References and Photovoltaic System Information. Included with this RFP as Exhibit E is the table "Customer References and Photovoltaic System Information," which Respondents must complete.

10.4.4.8 Tab 8: Project Components. Complete Tab 8-A: Technical Description, Tab 8-B: Architectural Plans, and Tab 8-C: Project Schedule following the guidelines provided below and include each as separate sub-parts to Tab 8.


Guide to Completing Table 8-A-1

Please complete the Excel spreadsheet “Table 8-A-1” by providing the following information for each potential solar PV site.

1. System Capacity
   1a) Power capacity measured at the point of inverter input (DC kW) based on applicable California Energy Commission conventions.
   1b) Power capacity measured at electrical interconnection point (CEC-AC kW) based on applicable California Energy Commission conventions.

2. Cost
   2a) Total Installed System Cost ($) including all interconnection costs (which should be separately itemized). Include materials, labor, permitting, taxes, and any other applicable system costs. Do not include
maintenance or performance guarantee costs (see items 7 and 8, below).

2b) Cost per Watt-dc. This should equal the total installed system cost in 2a divided by the DC power capacity in watts corresponding to 1a.

3. PV Modules
   3a) The number of PV modules proposed at the site.
   3b) The manufacturer and model name/number of PV modules proposed at the site.
   3c) PV module efficiency (%).
   3d) PV cell efficiency (%).
   3e) PV module PTC rating.

4. Inverters
   4a) The number and size of inverters. If inverters proposed at the specific site are of different sizes, indicate the number of inverters of each size.
   4b) Inverter manufacturer and name/model number.
   4c) Inverter efficiency (%).

5. Production
   5a) Provide the expected annual output production (AC kWh) during an average weather year. Assume first full year of operation and no aged-related degradation in output.
   5b) In a separate Excel file, provide the expected annual PV production data in hourly intervals for each site. The data should be provided for all potential solar PV sites, with each site clearly labeled and with the first record corresponding to the first hour of a calendar year (i.e., for each site one column with 8760 rows of consecutive hourly output data).

6. Interconnection
   6a) Provide a detailed description of the integration of Photovoltaic System with campus electrical system and the interconnection of Photovoltaic System with utility grid.

7. 25-Year O&M Agreement
   7a) Provide the annual pricing (in 2015 $), exclusive of any annual price escalation rate (itemized separately from the cost of the Photovoltaic System) of the O&M program. ($)
   7b) Provide the annual price escalator, if any, for years 2-25. (%)

8. 25-Year Performance Guarantee
   8a) Indicate what annual cost (in 2015 $), if any, would need to be added to the PV System proposal to include a performance guarantee as described above and in Exhibit G. ($/year)
8b) Provide the annual price escalator, if any, for years 2-25. (\%)

**Guide to Completing Table 8-A-2**

Please complete the Excel spreadsheet “Table 8-A-2” by providing the following supporting information for the proposed PV System. Please label any requested attachments in an Appendix labeled Appendix 8-A-2 and label each attachment with the corresponding name and number/letter (e.g., "Data Sheets, 10a")

9. Choice of Modules and Inverters
   9a) Explain the factors that led to your choice of PV module, including any and all due diligence regarding expected module or cell failure rates and degradation over time. Third-party analyses or studies supporting expected failure and degradation rates are encouraged.
   9b) Explain the factors that led to your choice of inverter, including any and all due diligence regarding expected performance over time.

10. Data Sheets
    10a) Provide the manufacturing data sheets for the modules. Please provide the data sheets as a labeled attachment to your proposal.
    10b) Provide the manufacturing data sheets for the inverters. Please provide the data sheets as a labeled attachment to your proposal.

11. PV Mounting Systems
    11a) Parking Lot Mounting Systems - Describe the type of parking lot mounting system proposed, and its features to optimize performance and to enhance aesthetics at each site.
    11b) Indicate whether the design has a current DSA precheck and if so identify the DSA precheck #.

12. Metering
    12a) Describe the metering system that will be used to measure the output of the PV System
    12b) Confirm that the meter is currently listed with the California Energy Commission and meets the minimum meter requirements set forth in the California Solar Initiative (“CSI”) Handbook, Section 5, Metering Requirements

13. System Commissioning
    13a) Describe in detail the commissioning process your firm would employ for the PV System, including but not limited to references to manufacturer’s specifications, calibration according to NIST, and how the proposed process would
meet or exceed the requirements contained in Section 4 of
the CEC's Guide to Photovoltaic System Design and
Installation.

13b) Confirm that all labor, equipment, and costs necessary to
conduct system commissioning, including any required
troubleshooting and corrections will be provided by your
firm as part of the Design-Build process, and that no
costs for same will be incurred by the District.

14. System Startup

14a) Describe the system startup and proving period
processes that your firm will undertake and complete,
including the documentation of results that will be
provided to the District.

15. Performance Verification and Monitoring

15a) Indicate if and how your firm would provide system
performance monitoring and historical data access for the
District via a secure website.

15b) Describe the staff and/or subcontractors employed by
your firm in charge of system monitoring and provide the
total number of FTE (full time equivalent) associated with
this function across this and all other projects.

15c) In a separate attachment, provide resumes of employees
and/or subcontractors engaged in system monitoring for
your firm.

15d) Provide a detailed description of your proposed system
output performance verification methodology. Is it
remote? Is it web-based? Provide a detailed description
of the end-user interface.

15e) Provide the number of operational systems under
management by your firm.

15f) Provide a detailed explanation of your firm's response
protocols to the full range of sources of Photovoltaic
System underperformance.

16. Operations and Maintenance Program

The District intends for the EPC Contractor to provide
comprehensive maintenance, including preventive and
corrective maintenance, of the Photovoltaic Systems for 25
years.

16a) Thoroughly describe the scope of the proposed
maintenance program. Be sure to clearly explain the
extent, and limitations, of the corrective maintenance
aspect of this program, i.e., what is and is not the EPC
Contractor's responsibility to correct.

16b) In a labeled attachment, provide a copy of your firm's
proposed operations and maintenance service contract.
16c) Describe your firm's relevant prior experience performing system maintenance and support. Highlight distinguishing elements of the services to be provided that will benefit the District and optimize system performance.

16d) Provide the location of the service office(s) that would be responsible for the system maintenance and performance monitoring of the District's Photovoltaic System.

16e) If a sub-contractor will perform maintenance, identify the subcontractor and provide their location and a detailed description of their relevant experience and qualifications.

17. Performance Estimation

17a) Identify and describe all models and data sources that were employed to estimate the performance of your proposed PV System.

17b) Provide a detailed description of the methodology and procedure that will be used to estimate the performance of your proposed PV System.

17c) Describe any research conducted by or on behalf of your firm to calibrate and ensure the accuracy of performance modeling.

17d) Explain the basis for your firm's choice of performance model(s) and data sources.

17e) Describe your firm's or subcontractor's experience developing performance estimates.

17f) In a labeled attachment, provide resumes of your employees and/or subcontractors engaged in performance estimation.

18. Warranties and Service

18a) State the PV module warranty period.

18b) In a labeled attachment, provide a copy of the PV module warranty.

18c) State the inverter warranty period.

18d) In a labeled attachment, provide a copy of the inverter warranty.

18e) Provide your firm's standard system warranty and service contract provisions.

19. Performance Guarantee

The District expects to require a performance guarantee for a term of 25 years. Details on the performance guarantee are contained in Exhibit G. The Performance Guarantee will be designed such that the EPC Contractor will be obligated to compensate the District for the cost of utility electricity purchases and/or lost CSI incentives resulting from electrical output over a defined "true-up" period (e.g., 3 years) being less than an agreed-upon minimum output expressed as a
percentage of the output stated in the EPC Contractor’s proposal. Guaranteed output levels may be adjusted upward or downward to compensate for weather conditions and there would be certain allowed provisions for adjusting the minimum output levels for reasons of data loss and factors outside the EPC Contractor’s control, including *force majeure* events.

19a) Identify any concerns or issues with the District’s performance guarantee requirement that you believe would need to be addressed as a condition for your entering into this performance guarantee.

19b) Optional: Provide any additional material regarding the performance guarantee that may be useful for the District to consider. This information may be entered here, or provided in a labeled attachment.

20. Excluded Costs

20a) Identify any types or categories of costs, apart from those described in Section 4 of the RFP, that the District may reasonably need to incur in order to properly operationalize and maintain the PV System included in your Proposal and that are excluded from the pricing provided in your Proposal.

**Tab 8-B -- Architectural Plans and Schematics.** In a separately tabbed section provide drawings, elevations, models, photo simulations or other graphic materials which illustrate in detail the proposed Photovoltaic System, including but not necessarily limited to proposed PV array layout, locations, and exact dimensions; spacing between rows of PV carports or ground-mounted systems; proposed locations and designs for ADA spaces as applicable; PV panel tilt angles and azimuths; PV carport underneath clearances; electrical single-line diagrams; proposed inverter location(s); equipment lists; and equipment cut sheets or specifications. These documents must illustrate the size, character, and quality of the project and demonstrate that it meets the performance specifications defined in this RFP. If a DSA precheck design is part of the Proposal, provide the DSA precheck number(s). Identify any and all trees, other than the trees in Exhibit H-1, which must be left intact, that would need to be trimmed or removed in order to achieve the expected kWh production in your Proposal, and in the case of tree trimming, specify the maximum post-trim tree height.

**Tab 8-C -- Project Schedule.** In a separately tabbed section provide a schedule describing each project activity and its associated time duration.
Tab 8-D – PV Production Simulation Report Data. In a separately tabbed section provide the data sheets containing the exact modeling conditions, assumptions, and reference data used to produce the PV hourly output file referred to in (5b) above.

10.5 Selection Criteria.

10.5.1 General. The District will review timely submitted Proposals. A Response to the RFP that does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness, provided that the District reserves the right to waive any immaterial deviation in a response to this RFP.

10.5.2 Evaluation Criteria and Metrics. The following set forth the criteria and metrics by which the District expects that each Proposal will be evaluated. The District and the selection committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.

10.5.2.1 Economic Value. Responses will be evaluated based on the anticipated economic, budget reducing, and budget stabilization value of the electricity produced by the PV System. The primary measures of this value are the total system costs, the number of kWh’s of electricity that the District believes it is reasonable to assume will be produced by the Photovoltaic System, and the reasonably expected value of these kWh’s in terms of avoided electricity costs and PV System CSI incentive payments. As noted previously, emphasis will be placed on the PeGu-adjusted outputs in conducting these analyses. The District expressly reserves the right to award the contracts, if at all, to a Respondent whose proposal does not contain the lowest cost or the greatest projected economic value. The District expects to conduct its economic analysis within the following parameters:

1. Utility Escalation Rates. The District expects to apply a reasonable range of utility escalation rates in evaluating the expected long-term General Fund savings produced by the Photovoltaic System. The primary range of rates employed for this purpose are expected to be between 3.0% and 4.5% (including expected inflation), although rates outside this range may also be used for purposes of conducting additional sensitivity analyses.

2. CSI Incentive Rate. The District has secured a 1 MW-cec-ac CSI reservation for the Site at the CSI incentive rate of $0.088 per kWh for public agencies.
3. **On-Site Electrical Usage.** The District expects to rely primarily on actual 2013 and/or 2014 electricity usage data at the relevant electric accounts, although higher and lower usage values may be assumed in sensitivity analyses.

4. **Electric Tariffs.** The District intends to seek placement on the most favorable permissible tariffs once the Photovoltaic System is operational.

5. **Long-Term O&M Costs.** In its economic analysis the District will assume ongoing annual O&M costs, including reasonably inverter replacement costs not covered under a particular Proposal, for a full 25 years.

6. **Discount Rate.** In instances in which the District may choose to discount future benefits and costs for economic analysis purposes it expects to use an annual discount rate that approximates anticipated inflation rates. The District believes that it is reasonable to assume a long-term annual inflation/discount rate of 2.5%.

10.5.2.2 **Type of Technology.** Pursuant to Government Code § 4217.18, the District shall have great latitude, and sole discretion, in characterizing, evaluating and determining the appropriate technological components that are integrated into and comprise the Photovoltaic Solar System installed at the District site. Accordingly, Responses will be evaluated based on the type of technology proposed including, without limitation, power capacity, PV module description and brand and model number, PV module efficiency; PV cell efficiency, manufacturing data sheets for the proposed PV modules, the PTC ratings for the proposed PV modules, Inverter brand(s), model(s), efficiency (in %), and manufacturing data sheets, etc.

10.5.2.3 **Relevant Experience, Ability, and Track Record.** The Respondent and its proposed Project Team will be evaluated based on experience and ability in providing Services for photovoltaic solar electric generating systems and prior experience with successfully providing Services for commercial-scale carport-mounted solar photovoltaic electric generating systems, placing particular emphasis on those systems installed on a campus of a K-12 district or community college district. The Respondent and its Project Team will also be evaluated based on the District’s overall assessment of Respondent’s past record in designing and building reliably performing Photovoltaic Systems and its record of predicting and monitoring performance and providing strong operations and maintenance services and performance guarantees. Customer reference checks may be used as one means of evaluating a Respondent’s experience, ability, and track record.
10.5.2.4 **Responsiveness to RFP.** The District will evaluate the Respondent’s responsiveness to the requirements of this RFP and the content of those responses. The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a public higher education or K-12 institution, including the relationships with management, administrative, technical and end-user staff of prior clients.

10.5.2.5 **Availability.** The District will evaluate the availability of the Respondent, the personnel of the Respondent to be dedicated to the Project within the District’s anticipated schedule for completing the design and construction of the Project.

10.6 **Interviews.**

The District may, in its sole discretion, require Respondents to participate in an interview with a Selection Committee established by the District. Interviews, if conducted by the Selection Committee, will generally consist of no more than thirty (30) minutes for each Respondent’s presentation, followed by questions posed by the Selection Committee. Respondents selected for the interview process shall be at the sole discretion of the District. If requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its key personnel of the Respondent and its Project Team.

10.7 **Cost Negotiations.**

The District reserves the right to request that Respondents timely submitting a Proposal to subsequently require Respondents to take part in cost negotiations and/or submit a Best and Final Offer. The Proposal of a Respondent who fails to participate in cost negotiations and/or submit a Best and Final Offer in the form and format directed by the District within the time requested by the District may be rejected for non-responsiveness.

10.8 **Protest Procedures.**

A Respondent may protest a Contract award if the Respondent believes that the award was inconsistent with applicable District policy or this RFP was not in compliance with the law. A protest must be filed in writing with the District’s Director of Purchasing, within five (5) working days after receipt of notification of the District’s Notice of Intent to Award Contract. The Respondent shall submit all documents supporting or justifying the protest. A Respondent’s failure to timely file a protest shall constitute a waiver of its right to protest the award of the Contract. Any Respondent submitting a Proposal may file a protest of the District’s Intent to Award Contract provided that each and all of the following conditions are met:

10.8.1 The protest must be submitted in writing to the District (e-mail is not acceptable), before 2 p.m. of the fifth business day following notification of the proposed Contract award.
10.8.2 The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived.

10.8.3 All factual contentions must be supported by competent, admissible and creditable evidence.

10.8.4 The protest must refer to the specific portions of all documents that form the basis for the protest.

10.8.5 The protest must include the name, address, email, and telephone number of the person representing the protesting party.

Any protest not conforming to the preceding shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District shall review and evaluate the basis of the protest. The District shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. The District Board of Trustees (“Board”) will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a Contract award. Action by the District Board relative to a Contract award shall be final and not subject to appeal or reconsideration. The action by the District Board to adopt, modify or reject the disposition of the Contract award reflected in such written statement shall be an express condition precedent to the institution of any legal or equitable proceedings relative to the Proposal process, the District’s intent to award the Contract, the District Board’s disposition of any protest or the District’s decision to reject all Proposals. The procedure and time limits set forth in this Section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

11. AWARD OF CONTRACT.

The District’s Board of Trustees will have the exclusive authority to take action for the award of the Contract, including but not limited to the right to reject any and all Proposals, to waive any irregularity, and to sit and act as sole judge of the merit and qualifications of the materials and services offered therein.
Exhibits

Exhibits A through C, E, G, H, and L are contained in this RFP document. Exhibits D, I, and J and the Excel file version of Exhibit F may be obtained by email request to Clyde Murley at clyde@murleyconsulting.com.

All of these exhibits are incorporated by reference into this RFP.
EXHIBIT A:
PROPOSAL

TO: Coast Community College District, acting by and through its Board of Trustees (“The District”).

FROM: ______________________

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Telecopier)

(Email Address of Bidder’s Representative(s))

(Name(s) of Bidder’s Authorized Representative(s))

OFFICE LOCATION CLOSEST TO THE DISTRICT, IF DIFFERENT FROM ABOVE:

(Address)

(City, State, Zip Code)

(Telephone/Telecopier)

PROJECT: COAST COMMUNITY COLLEGE DISTRICT SOLAR PROJECT

To the Board of Trustees of the Coast Community College District (“The District”):

The undersigned proposes to provide the work, labor, materials and services necessary to complete engineering design, procurement, construction, start-up and commissioning (“Services”) of a photovoltaic solar electric generating system (“Photovoltaic System”) at District Site (“Project”).

1 Proposal Submission. This Proposal is submitted by ______________________

(“Respondent”); if the Design-Build Contract for the Project is awarded to the Respondent, the Respondent shall execute the Contract in the form substantially provided in Exhibit D, subject to discussion and consent of the District and shall complete the Services for the Project in accordance with the Contract Documents, for the Contract Price and within the Contract Time set forth therein.

2 Respondent Acknowledgements. By submitting this Proposal, the Respondent acknowledges that the Respondent has: (i) conducted observations of the Site as
deemed reasonable and prudent by the Respondent; (ii) carefully reviewed and examined the Contract Documents; (iii) been afforded the opportunity to request clarification or explanation of the Photovoltaic System requirements and the Contract Documents; and (iv) committed to permit acceptance of this Proposal by the District within ninety (90) days of the date of this Proposal.

3 Documents Accompanying Proposal. The Respondent confirms that the following documents are submitted concurrently with this Proposal: (i) Non-Collusion Affidavit (Attachment B); (ii) Statement of Respondent’s Qualifications (Attachment C); (iii) Financial Statement; (iv) Project Team Description; (v) Project Approach Statement; (vi) Energy Services Contract Comments; (vii) Technical Components (Attachment F); and (viii) Verification of a valid Contractors License for the work the Respondent is planning to perform.

4 Addenda. The Respondent acknowledges its receipt of the following Addenda issued by or on behalf of the District and that the Proposal incorporates the matters addressed in each of the following Addenda. The Respondent further acknowledges that if the Respondent does not acknowledge receipt of all Addenda issued by or on behalf of the District and that this Proposal incorporates the matters raised by all Addenda, this Proposal may be rejected for non-responsiveness.

<table>
<thead>
<tr>
<th>Addenda Number</th>
<th>Addenda Received by Respondent</th>
<th>Addenda Incorporated Into Proposal</th>
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<td>☐Yes ☐No</td>
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</table>
5 **Price Proposals.**

In accordance with the RFP Instructions, the undersigned Respondent hereby submits its proposed pricing options ("Proposed Pricing") to provide complete Engineering, Procurement, and Construction ("EPC"), a 25-year Operations and Maintenance ("O&M") Agreement, and a 25-year Performance Guarantee ("PeGu"), and at least a 20-year inverter warranty for the Photovoltaic System as follows.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Orange Coast College Campus</th>
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<tbody>
<tr>
<td>1</td>
<td>System Type</td>
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<td>2</td>
<td>System Capacity (kW-dc)</td>
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<td>3</td>
<td>System Capacity (kW-CEC-ac)</td>
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<td>4</td>
<td>Expected System Output (kWh; first full year)</td>
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<td>5</td>
<td>Design Fee</td>
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<td>6</td>
<td>Procurement &amp; Construction Costs excluding Interconnection</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Interconnection Procurement and Construction Costs</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Permit fees</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Equipment Start-Up, Commissioning, and Closeout</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td><strong>Total System Cost to District (total items 5-9)</strong> excluding O&amp;M and 95% Performance Guarantee Costs</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Total System Cost $/watt-dc</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>First Year O&amp;M Price (2015$)*</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>First Year 95% Performance Guarantee Price (2015$)</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>Annual price escalator % for O&amp;M Performance Guarantee years 2-25</td>
<td>%</td>
</tr>
<tr>
<td>15</td>
<td>Years 11-20 Inverter Warranty cost if any</td>
<td>$</td>
</tr>
</tbody>
</table>

Any additional pricing terms or offers (use additional space as may be needed). Such offers may include price discounts for various terms of prepayments for O&M and/or PeGu Services, for example, or various PeGu % levels higher than the required 95% minimum level.

* O&M Services and associated pricing must include component replacements as may be required to maintain full operation of the System throughout at least the first 25 years, except for inverter replacement, which must be included for at least the first 20 years.

If proposal contains more than one option for the PV System, please duplicate and complete this table for additional proposed options. Add any additional pricing options if and as proposed.
The Respondent confirms that the foregoing Proposed Prices are inclusive of: (i) all work, labor, materials, services and all other obligations under the Contract Documents; (ii) all general administrative overhead costs and expenses, whether for home-office, field office or otherwise; and (iii) profit.

6 **Project Duration.** EPC Contractor shall achieve Final Completion of the Services on or before December 18, 2015. Final Completion means that each of the following has been achieved in accordance with Prudent Industry Practices and the other requirements of the Contract Documents: (a) Achievement of Mechanical Completion and all conditions thereto continue to be satisfied; (b) All of the electrical works and all other infrastructure necessary to achieve connection of the System to the Utility’s electricity transmission system are fully energized; (c) Successful testing of all systems comprising the System in accordance with the requirements of the Contract; (d) The System is capable of operating safely in accordance with Prudent Industry Practices and all applicable Laws; (e) all applicable DSA requirements have been met; (f) Interconnection Agreement has been negotiated and executed and Permission to Operate has been granted by SCE.
7  **Schedule Proposal.** The undersigned Respondent proposes to complete activities and tasks necessary for design and construction of the Project in accordance with the Proposed Project Schedule incorporated into Tab 8 of this Proposal.

<table>
<thead>
<tr>
<th>Activity/Task</th>
<th>Respondent’s Proposed Start Date</th>
<th>Respondent’s Proposed Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare Design Documents and Submit to District for Review and Comment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Review/Comment Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incorporate District Comments and Finalize Design Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit to DSA and Obtain Construction Permits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Period to Point of Substantial Completion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Take Project From Substantial to Final Completion</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8  **Contractor’s License.** The undersigned Respondent certifies that Respondent or Respondent’s contractor: (a) it is duly licensed as required by the California Contractors License Law, in the necessary class(es) for performing the Work of the Contract Documents, under the following classification(s) ______, bearing License Number(s) _______; (b) that such license(s) shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be properly licensed as required by California law to perform or provide such portion of the Work.

9  **Design Professional’s License.** The undersigned Respondent certifies that Respondent or Respondent’s design professional(s) providing professional services hereunder are properly licensed as required by California law.
10 **Award of Contract.**

10.1 **District Actions.** The Respondent acknowledges that action to award the Contract is vested solely in the Board of Trustees of the District and that the District may waive irregularities in the RFP process or the District may reject all Proposals.

10.2 **Respondent Responsibilities.** If the undersigned Respondent is awarded the Contract, the Respondent shall execute and return the executed Contract to the District within five (5) calendar days of the date of the Board of Trustees action awarding the Contract to the Respondent. Concurrently with return of the executed Contract, the Respondent shall also submit: (i) Certificates of Insurance evidencing that the policies of insurance in the minimum coverage amounts set forth in the RFP and the Contract Documents have been obtained by the Respondent; (ii) duly executed and issued Labor & Materials Payment Bond and Performance Bond; (iii) duly completed and executed Workers Compensation Certification, Criminal Background Investigation Certification, Lead Products Certification, Drug-Free Workplace Certification, Asbestos & Other Hazardous Materials Certification, and Roofing Certification.

The individual executing this Proposal on behalf of the above-identified Respondent warrants and represents to the District that: (i) he/she is duly authorized to execute this Proposal on behalf of the Respondent and to bind the Respondent to this Proposal; and (ii) this Proposal is complete and accurate.

Dated: __________________, 2015  By:__________________________________

Title: ________________________________________

**END OF EXHIBIT A**
EXHIBIT B:
NON-COLLUSION DECLARATION

This Non-Collusion Declaration shall be executed by the Respondent and shall be submitted with its Proposal.

The undersigned declares:

I am the ___________________ of ___________________, the party making the foregoing bid.  

Title  
Firm

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price proposal of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the price proposal, or of that of any other respondent. All statements contained in the Proposal are true. The Respondent has not, directly or indirectly, submitted his or her price proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____________________________, at __________________________, _______________________.

City  
State

By: __________________________

Respondent Signature

Name: __________________________

Printed or Typed

Date: __________________________

__________________________________________
IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Respondent certifies subject to penalty for perjury that the option checked below relating to the Respondent’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Respondent is not:

   (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
   (ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Respondent from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Respondent for the project does not exceed $1,000,000.

Signed: ____________________________________________  
Respondent Signature

Titled: ______________________________________________  
Printed or Typed

Firm: ________________________________________________  
Printed or Typed

Date: ________________________________________________  

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

END OF EXHIBIT B
EXHIBIT C:
STATEMENT OF RESPONDENT’S QUALIFICATIONS

Bidder Name: ________________________________

Project: COAST COMMUNITY COLLEGE DISTRICT SOLAR PROJECT

1 Bidder’s Organization

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. ____________________________

1.1.1 If a corporation, state the following:

State of incorporation: ____________________________

Date of incorporation: ____________________________

President/Chief Executive Officer: ____________________________

Secretary: ____________________________

Treasurer/Chief Financial Officer: ____________________________

1.1.2 If a partnership, state the following:

Type of partnership, i.e., general partnership, limited partnership: ______

Date of Organization: ____________________________

Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

1.1.3 If a proprietorship, state the names of all proprietors: ____________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
1.1.4 If a joint venture, state the following:

Date of organization: ________________________________

Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable:

                                                                
                                                                
                                                                
                                                                
                                                                
                                                                

1.2 Number of years your organization has been in business as a contractor: _____
                                                                
                                                                

1.3 Number of years your organization has conducted business under its present name: _____
                                                                
                                                                

1.4 If your organization has conducted business under a name or name style different than your organization’s present name, identify all prior name(s) or name style(s):
                                                                
                                                                
                                                                
                                                                
                                                                
                                                                

1.5 Your organization’s Federal Tax Identification Number: ________________________
                                                                
                                                                

2 Construction Licensing

2.1 California Contractors License:

Number: ________________________________________________

Expiration Date: ________________________________________

Responsible Managing Employee/Officer: _________________________

License Classification(s): _________________________________

2.2 Has a claim or other demand ever been made against your organization’s California Contractors License Bond?  [ ] Yes  [ ] No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date
of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

2.3 Has a complaint ever been filed against your organization’s California Contractors License with the California Contractors State License Board?

☐ Yes  ☐ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

3 Professional Engineering Licensing

3.1 For each of the following engineering disciplines, please state whether your company employs a professional engineer, and if yes, list the name and license number of at least one engineer employed by your company in this discipline:

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Full Time (FT)/Part Time (PT)</th>
<th>Name</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4 Experience

4.1 Categories of work (other than management/supervision) your organization typically performs with your own forces

______________________________________________________________________________________

______________________________________________________________________________________

4.2 On a separate sheet attachment labeled Attachment C-4.2, provide details of and discuss public education (both K-12 and higher education) installations of photovoltaic solar generating projects your organization has completed that reflect the skills, experience and other qualifications of the Respondent and its proposed personnel to successfully complete Services. The discussion of experience must specifically address: (i). Completed Services for a California K-12 district or California community college district within the past three (3) years for carport-mounted and/or ground mounted grid-connected photovoltaic solar generating projects of at least 500 kW(ac) capacity; (ii) Design phase and construction phase quality control measures and programs; and (iii) Experience with DSA reviews, approvals and permitting processes and procedures.
4.3 Describe all currently operating, non-residential, grid-connected PV projects greater than 500 kW(dc) for which your firm has completed installations in California for either community college or K-12 district projects within the past three (3) years (not in development). For each system, provide the following information, using this tabular format, adding additional columns as required.

<table>
<thead>
<tr>
<th></th>
<th>Project 1</th>
<th>Project 2</th>
<th>Project 3</th>
<th>Project 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total kWP installed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of PV Sites/Campuses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range of System Sizes (kWP)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name, Address, Phone and Email Address of District Contact</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rooftop, Ground-based, or Carport?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation Date(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date(s) of Operation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current operating status</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Precise role(s) your company performed for this project (e.g., material supplier, lead contractor, electrical subcontractor, design, consulting, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Describe all **non-residential, grid-connected PV projects greater than 500 kW(dc)** for either community college or K-12 district projects that your organization currently has in progress. For each system, provide the following information, using this tabular format, *adding additional columns as required.*

<table>
<thead>
<tr>
<th>Project</th>
<th>Project</th>
<th>Project</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total kWp installed</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Number of PV Sites/Campuses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range of System Sizes (kWp)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>District Name</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name, Address, Phone and Email Address of District Contact</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Location(s)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rooftop, Ground-based, or Carport?</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Installation Date(s)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Date(s) of Operation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current operating status</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Precise role(s) your company performed for this project (e.g., material supplier, lead contractor, electrical subcontractor, design, consulting, etc.)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5 Performance History

5.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).

5.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract, construction project or photovoltaic solar generating project?  □ Yes  □ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

5.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract, construction project or photovoltaic solar generating project?  □ Yes  □ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

5.1.3 Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization?  □ Yes  □ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

5.2 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, for making any false claim or material misrepresentation to any public agency or entity?  □ Yes  □ No

If “yes” provide details of each conviction on a separate attachment.

5.3 At any time during the last five years, has your firm or any predecessor to your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?  □ Yes  □ No

If “yes” provide details of each conviction on a separate attachment.

5.4 At any time during the last five years, has your firm or any predecessor to your firm, or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?  □ Yes  □ No

If “yes” provide details of each conviction on a separate attachment.

5.5 Is your firm currently the debtor in a bankruptcy case?  □ Yes  □ No

If “yes” provide details on a separate attachment.
5.6 Was your firm, or any predecessor to your firm, in bankruptcy any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 5-5, above).  
☐ Yes  ☐ No  
If “yes” provide on a separate attachment.

5.7 In the last 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 a responsible bidder?  
☐ Yes  ☐ No  
If “yes” provide details on a separate attachment.

5.8 Within the last five (5) years, has there ever been a period when your organization had employees but was without workers’ compensation insurance or state-approved self-insurance?  
☐ Yes  ☐ No  
If “yes” provide details on a separate attachment.

5.9 Has your organization ever refused to sign a construction contract or photovoltaic solar generating project awarded to it?  
☐ Yes  ☐ No  
If “yes,” on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

5.10 Has your organization ever failed to complete a construction contract or photovoltaic solar generating project contract?  
☐ Yes  ☐ No  
If “yes,” on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

5.11 Has your organization ever been declared in default under a construction contract or photovoltaic solar generating project contract?  
☐ Yes  ☐ No  
If “yes,” on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

5.12 Has any construction contract or photovoltaic solar generating project contract to which your organization was/is a party been terminated for the convenience of the project owner?  
☐ Yes  ☐ No  
If “yes,” identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

5.13 Has your organization been required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the past three (3) years?  
☐ Yes  ☐ No
If “yes” state the percentage that your organization was required to pay. You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so.

5.14 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract or photovoltaic solar generating project contract?

☐ Yes  ☐ No

If “yes,” on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

5.15 List all sureties (surety name, name of surety contact person, full address, telephone and email of surety and surety contact person) that have issued bonds for your organization during the last five (5) years, including the inclusive dates during which each issued the bonds:

______________________________________________________________

5.16 During the past five (5) years, has your organization ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes  ☐ No

If “yes,” on an attachment indicating the date when your organization was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

5.17 At any time during the past five (5) years, has any surety company made any payments on behalf of your organization to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes  ☐ No

If “yes,” on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

5.18 In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes  ☐ No

6 Safety.

6.1 Workers Compensation Insurance Experience Modification Rating (“EMR”):
Current Year EMR

Prior Year EMR

6.2 Within the past two (2) years has your firm been subject to any Cal-OSHA citation for “serious”, “willful” or “repeat” safety violations? ☐ Yes ☐ No

If “yes,” on a separate attachment provide details including but not limited to the date of the citation, the grounds for the citation, the present status of the citation, and the nature of the resolution, if any.

7 Labor; Prevailing Wage and Apprenticeship Compliance

7.1 At the time of submitting this Statement of Qualifications, is your organization ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code §1777.1 or Labor Code section §1777.7? ☐ Yes ☐ No

If “yes,” state the beginning and ending dates of the period of debarment: ____________________________

7.2 Has there been more than one occasion during the past five (5) years in which your organization was required to pay either back wages or penalties for your own organization’s failure to comply with California prevailing wage laws?

NOTE: This question refers only to your own organization’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If “yes,” on a separate attachment, describe the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

8 References (Include name, contact person, telephone/facsimile and address for each reference provided):

8.1 Trade References (three (3) minimum)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

8.2 Bank References

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
9  **Accuracy and Authority**

The undersigned is duly authorized to execute this Statement of Respondent’s Qualifications under penalty of perjury on behalf of the Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Respondent’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Respondent’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Respondent’s Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ___ day of __________________ 20__ at_____________________________ (City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

________________________________________
(Signature)

END OF EXHIBIT C
EXHIBIT D: DESIGN BUILD CONTRACT AND GENERAL CONDITIONS

Separately provided by email request to Clyde Murley at clyde@murleyconsulting.com.
EXHIBIT E
CUSTOMER REFERENCES AND PHOTOVOLTAIC SYSTEM INFORMATION

Provide at least three (3) K-12 or community college district customer references and associated information regarding Photovoltaic Systems your firm previously installed for them.

<table>
<thead>
<tr>
<th>District Name / Contact Person</th>
<th>Email and Phone Number</th>
<th>Overall Project Size (kW-dc)</th>
<th>System Type (carport, rooftop, ground)</th>
<th>Fixed or Tracking</th>
<th>System Online Date</th>
<th>Expected First Full Year Production (kWh)</th>
<th>Energy Production from System Online Date to Current (kWh)</th>
<th>Ratio of Actual vs. Expected Energy Production To Date (%)</th>
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Dated: ____________________, 2015

By: ________________________________

Title: ________________________________
EXHIBIT F:
TABS 8-A-1 AND 8-A-2 --
SOLAR SYSTEM -- TECHNICAL COMPONENTS

Separately provided by email request to Clyde Murley at clyde@murleyconsulting.com.

This Exhibit pertains to Section 10.4.4.8 of this RFP and must be completed using the Excel file issued with this RFP entitled “RFP EXHIBIT F-TABS 8A1 & 8A2 SOLAR SYSTEM TECHNICAL COMPONENTS.” Provide completed Tables 8-A-1 and 8-A-2 both in hard copy in your proposal and by separately providing the electronic Excel versions on the required flash drive.
EXHIBIT G:

PERFORMANCE GUARANTEE MINIMUM REQUIREMENTS

EPC Contractor shall provide a guarantee ("PeGu") of at least 95% of kWh output for each PV System as stated in EPC Contractor’s proposal, during the first 25 years of operation. The cost, if any, for including this performance guarantee, shall be itemized in the EPC Contractor’s response to this RFP. The performance guarantee obligates EPC Contractor to compensate the District for (a) the cost of utility electricity purchases, plus (b) any lost utility incentive payments, that the District would not have incurred had the PV System performed at or above the 95% level of production. Such payment, if any, shall be made at the end of each true-up period. Annual output shall be decreased by no more than 0.5% per year after the first year to account for expected PV module degradation. Determinations of under- or over-performance (i.e., the number of kWh’s, respectively, below and above the 95% kWh output level) will be made at the end of each “true-up” period. The District anticipates requiring a three-year true-up period and PeGu pricing should reflect this. The monetary value of any over-performance may not be carried forward and applied to the subsequent true-up period as a credit against under-performance in that or any further subsequent true-up period.

Guaranteed output levels may be adjusted upward or downward to compensate for variance between actual weather conditions and those assumed in the modeling of PV System performance. The District expects that EPC Contractor will rely on TMY3 weather data for modeling expected performance. Deviations from this data source will be considered on a case-by-case basis. Any proposed deviations must be supported with a detailed explanation and justification.

Downward adjustments in expected performance may be permitted in the following cases:

1) There is structural failure in a building which failure affects the support of the System or affects the integrity of the data acquisition system used to measure solar system performance and associated weather data;

2) There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission;

3) There is an event of Force Majeure; or

4) There is a change in usage of or structures on the Site, or buildings or vegetation at or near the Site, without the prior written approval of EPC Contractor, that can be reasonably expected to reduce solar PV performance.

In cases (1) – (4) above, EPC Contractor shall develop a reasonably accurate estimate of the lost kWh output properly attributable to any or all of these causes and the performance requirement for the applicable true-up period will be adjusted accordingly.
Adjustments in expected generation in the event of data loss shall be addressed as follows:

1) In lieu of lost solar energy output data (i.e., insolation, temperature, or windspeed), EPC Contractor will utilize such data obtained from a nearby meteorological station that EPC Contractor monitors and selects for such purpose.

2) In lieu of lost electricity data, EPC Contractor will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, EPC Contractor will simulate electricity production during the missing interval utilizing measured meteorological data and EPC Contractor’s electricity production simulation model. The simulated electricity production during the missing interval will be added to the actual generation for the subject year.
EXHIBIT H: PERMISSIBLE SOLAR LOCATION

Proposed 1MW-cec-ac PV carport must be sited in the area inside this rectangle.
EXHIBIT I: TOPOGRAPHIC MAP

Separately provided by email request to Clyde Murley at clyde@murleyconsulting.com.
EXHIBIT J: ELECTRICAL DRAWINGS

Separately provided by email request to Clyde Murley at clyde@murleyconsulting.com.
EXHIBIT K: GEOTECHNICAL REPORT

Separately provided by email request to Clyde Murley at clyde@murleyconsulting.com.