



REQUEST FOR PROPOSALS
City of Roseville's Community Solar Project

DUE: September 8, 2016

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

City of Roseville's Community Solar Project

NOTICE IS HEREBY GIVEN that proposals for **City of Roseville's Community Solar Project** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **September 8, 2016**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected provider. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.



Mark A. Riffey
Senior Energy Service Account Representative

June 30, 2016

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

City of Roseville’s Community Solar Project

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	5
2.0 TENTATIVE PROJECT SCHEDULE	6
3.0 MANDATORY ON SITE VISIT	7
4.0 SCOPE OF SERVICES	7
5.0 ASSURANCE OF DESIGNATED PROJECT TEAM	13
6.0 PROPOSAL FORMAT REQUIREMENTS	13
7.0 SPECIFIC SOLAR SYSTEM TECHNICAL REQUIREMENTS	18
8.0 SUBMITTAL INSTRUCTIONS	20
9.0 EVALUATION CRITERIA	21
10.0 SELECTION PROCESS	21
11.0 GENERAL TERMS AND CONDITIONS	23
12.0 ATTACHMENTS	
A - SAMPLE MASTER AGREEMENT AND PPA	
B - SITE MAP WITH WETLAND CONSTRAINT	
C – TECHNICAL SPECIFICATIONS, CHAIN LINK FENCES AND GATES	
D - CITY OF ROSEVILLE FIRE DEPARTMENT ROAD REQUIREMENTS	
E - SOILS TEST ANALYSIS	
F - TOPOGRAPHICAL MAP	
G - SHADING ANALYSIS	
H - ENGINEERING ONE LINE DIAGRAM	
I - INTERCONNECTION AGREEMENT	
J - RULE 21	
K - ROSEVILLE UTILITY EXPLORATION CENTER MAP	
L - PROPOSER’S CERTIFICATE	
M - INSURANCE POLICY	

1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for a Community Solar Project, consisting of a 900-kW_{ac} solar photovoltaic (PV) ground mounted array, a Power Purchase Agreement, and administration of the Community Solar program to be located within the city limits of Roseville, California. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Provider(s)”) that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”) and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

In 2014, the Solar Electric Power Association (SEPA) ranked the City of Roseville in the top ten among all electric utilities nationally, based upon the percentage of total customers with solar electric systems.

Community solar can be a solar electric option where the electric customers can, as an alternative to a roof top system placed at their home or business, invest in a portion of a large utility scale system. In this way, the customers are able to receive the benefits of solar energy without actually having it installed on their premises. Community solar eliminates many of the customer barriers to solar access and provides local renewable energy connected to the City’s electric distribution system. During a recent statewide study, including residents of Roseville, it was made clear that residents would consider participating in a community solar project.

1.2 CITY OVERVIEW

The City is an incorporated city with a population of more than 134,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

Roseville Electric Utility (hereafter “Utility”), established in 1912, is the City's electric utility provider. The Utility, a department within the City, is under the supervision of the Roseville City Council. The seven member Roseville Public Utilities Commission serves as an advisory board to the City Council on matters pertaining to utilities owned and operated by the City.

As a municipal owned utility, the Utility’s primary purpose is to provide highly reliable electricity to the businesses and residents of Roseville. The Utility serves approximately 36 square miles. The Utility maintains exclusive rights to support the residents and businesses with electric distribution services within the City of Roseville.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP through the Public Purchase website, www.publicpurchase.com. The City of Roseville contact is Mark Riffey, (916) 746-1667, mriffey@roseville.ca.us.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the **tentative** schedule for this RFP. Any change in the scheduled dates for the Mandatory Onsite Visit, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City	June 30, 2016
MANDATORY On Site Visit	July 28, 2016
Deadline for Final Questions	August 11, 2016
City Responses to Written Questions	August 25, 2016
Proposal Submission Deadline	September 8, 2016
Notify RFP Finalists	September 29, 2016
Respondent Presentations (week of)	October 17, 2016

RFP Awarded	November 2016
Contract Evaluation by City Council	January 2017
Project Evaluation by Planning Commission	May 2017
Submit Plans to City Permit Center	May 2017
Begin Construction	Summer 2017
Commission Solar Farm	Fall 2017

3.0 **MANDATORY ON SITE VISIT**

A **mandatory** on site visit has been scheduled for **July 28, 2016 (9 am to 11 am)** at:
Roseville Energy Park
5120 Phillip Road
Roseville, California

Proposals from Providers who do not attend the **mandatory** on site visit will be rejected. The onsite visit will begin at the designated start time. **Tardiness will be grounds for disqualification.**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 **SCOPE OF SERVICES**

The City requests proposals for a turnkey solution that consists of two parts: a Community Solar Project (“Project”) and a Community Solar Program (“Program”). If multiple agencies submit a joint proposal, the Primary Provider must be identified.

The Project agreement will be a Power Purchase Agreement (“PPA”) between the Provider and the City of Roseville. The Program Agreement will be a turnkey solution between the Provider and the City to implement and administer the Community Solar Program. At a minimum, respondents must include the scope of their services according to the information outlined in the sections below. The Project and Program shall be considered a “Public Work” pursuant to California Labor Code section #1720.6.

To be eligible to respond to this RFP, a provider or appointed representative **must** participate in a pre-arranged on-site visit to the project area. This site visit will be offered one time only. Attendance is required, no exceptions.

4.1 PROGRAM DESIGN

- A. **Preferred Model** – The City has identified the following as key elements to be some of the components within the recommended business model offered to the City’s customers that elect to participate in the Community Solar Program:
1. Short term agreement for participating customers.
 2. Transactions will be for units of capacity or panels in kW per month blocks.
 3. The customer subscription amount will be transacted at a fixed rate (\$/kWh) equivalent to the PPA rate plus the Program rate (in \$/kWh).
- B. **Customer Entry** – Provide detailed information related to the participating customer’s cost of entry (upfront, financing options, monthly payments, etc.).
- C. **Alternative Models** - Alternative models will be considered, but the Provider must address how the model minimizes risk of cost shifting to non-subscribers and equitability to participating customers which are paramount to the City’s risk concerns.

4.2 CORE SERVICES

- A. **PPA** - The Provider and the City will enter into a PPA, including a master agreement and confirmation letter. The selected Provider will be responsible for the construction, daily operation and ongoing maintenance of the Project. The Provider will also be responsible for all costs associated with site preparation, unless otherwise noted in this RFP. The Provider will provide the proposed PPA in the RFP response. For reference purposes only, see the attached sample PPA and Master Agreement (**Attachment A**). This is an example of an executed PPA with the City that was executed for a similar solar project in California. Note, the Project will be interconnected to Roseville’s distribution system.
1. **Terms** - The master agreement shall be industry accepted (e.g. - Edison Electric Institute was used with attached PPA sample) and, combined with the confirmation, must address the following at a minimum:
 - a. Project milestones including Commercial Operations Date (COD)

- b. Cure period and daily delay damages
- c. Product including all energy and green attributes from the project delivered bundled to the City
- d. Specify Qualified Reporting Entity
- e. Delivery term
- f. Expected two (2) year average energy production at the meter
- g. Guaranteed two (2) year average energy production at the meter and Nameplate capacity ($kW_{dc}STC$) of PV Project
- h. California Energy Commission (CEC) certification
- i. WREGIS registration of facility
- j. Credit Assurance
 - 1) The City requires two (2) years of audited financial statements, including balance sheet, statement of cash flows, and income statement. If the Provider cannot provide audited financial statement, they shall provide two (2) years of complete income tax returns.
 - 2) The Provider shall provide proof of sufficient line of credit to perform the proposed work.
- k. Outage notification protocol (forced and planned)
- l. Decommissioning or Project exit strategy
- m. An additional term the City requests is an option to assume ownership of the Project. Provide details on the option for the City to purchase the Project. Should the City exercise this option, the Program administrator may continue with its contractual role within the Program.

B. SITE – The Project will be located within the City limits. The exact site is adjacent to the Roseville Energy Park (REP). The Site Map (**Attachment B**) is provided to show the location of the Project on the selected parcels of land.

1. The Project Area is approximately 4.5 acres on City-owned land. The land will be made available to the selected Provider through a land lease between the City and the Provider.
2. The Solar Project will be built as a pilot project. The Solar Project will be constructed on land that is identified as directly or indirectly mitigated land. Land designated as environmentally sensitive must not be disturbed during the Project.
3. The City will pay for all state and federal fees that are related to environmental permitting and regulations. (This may include, but is not limited to, the following: NEPA, CEQA, U.S. Army Corps of Engineers Section 404, Regional Water Quality Control Board Section 401, California Department of Fish and Wildlife Section 1600.)

4. Any fines or penalties due to disturbance of the designated sensitive areas will be the sole responsibility of the awarded Provider and that cost will not be passed on to the participating customers.
5. All costs to prepare the site incurred by the City will be reimbursed by the Provider, at a mutually agreed upon term through a change order.
6. **Design** – The Provider will use the included Site Map/Wetland Constraint Map, (**Attachment B**), to design the Project.
 - a. The Project will consist of an array, within the identified area, not to exceed 900 kW ac.
 - b. The Project will include a security fence, equal in design to the fence at the Roseville Energy Park – see attached specifications (**Attachment C**); access gate; and City of Roseville fire rated access road (**Attachment D**). Additional features of the fence shall include installed, at a minimum, a gate with keypad opener and sensor actuated perimeter security lighting.
 - c. The City will provide a Soils Test Analysis Report (**Attachment E**), a Topographical Map (**Attachment F**) and a Shade Analysis Report (**Attachment G**) to assist with the Provider’s design.
 - d. The Project shall include land dedicated for a future battery storage project. At any time during the contractual agreement between the City and the Provider, the City reserves the right to add a battery storage system working with an independent storage developer. The land dedicated will be capable of a storage system with a maximum capacity that is up to the nameplate solar facility for a 1-hour discharge duration.
7. **Interconnection**
 - a. The Provider will be financially responsible for all infrastructure improvements including, but not limited to, trenching, conduit, and a concrete pad for the interconnection transformer, and other appropriate switchgear/equipment for metering to be installed by the City. The Provider will be responsible for all costs for labor and equipment installed by The City. The City will design and install the transformer and primary cable. The design establishes the Point of Interconnection at the 480V level (secondary level). The additional cost incurred from the items listed above, and related to the interconnection, in this section will be addressed through a change order.
 - b. The Utility will be responsible for providing all connection equipment and the installation of the related equipment, including the 12,000/480 Volt, 3 phase transformer. The Provider will be responsible for providing all equipment and trenching from the secondary side of the transformer, up to an AC fused disconnect switch, as well as all conductors and all

equipment related to the inverter(s), low voltage/DC cables, solar panels, and ground mount system.

- c. The Provider will be required to comply with all metering and interconnection standards adopted by the Utility. The installation will be underground, and will require a pad mount transformer. The Provider is responsible for installing the empty metering cabinet with the required number of metering sockets and required disconnects. The City will be responsible for providing the required meters.
- d. For more information, see the attached One Line Diagram (**Attachment H**), the Utility's Interconnection Policy (**Attachment I**) and Rule 21 (**Attachment J**). Please be aware that the Utility will review the formal application and may require customized changes.
- e. **Permitting** – Unless otherwise stated in this RFP, the selected Provider will be responsible for the cost of obtaining and implementing all City, State and/or Federal permits or approvals for the Project.

C. DATA REQUIREMENTS

1. **Telemetry** - The Utility requires authorization to access real time data from the solar PV facility. The Provider must provide the following:
 - a. A description of the planned facility's real-time telemetry and smart meter capability
 - b. The mechanism for providing the Utility real-time data access from desktop, web browser, and mobile devices for monitoring and reporting
 - c. The tool and process to automatic or manual integration of real-time telemetry data with data historian software
2. **Metering** – Identify the method and technology required for transferring metering data from the community solar site to Utility's computing environment. Description of meter data acquisition and reporting.
3. **Data Management** – Provide an example of the data management process for a community solar project including communication and access with Utility and customer. Demonstrate appropriate technical controls for assuring the reliability and accurate reporting of the data.
4. **Data Security** - The Provider will be required to meet the City's data safety requirements. These requirements will evolve over time and the Provider must continue to meet these security requirements during the terms of any agreement with the City.

D. BILLING

1. Provide a description of the methods supported and used to integrate with the City's billing and IT systems, including an explanation of the data transferred to the City or data required from the City. A list of utility billing software programs that the respondent has integrated with for previously built facilities should also be provided.
2. Identify how the Provider's proposed plan will function under a variety of retail rate structures, such as tiers, monthly demand, and Time of Use (TOU), including how those charges could be netted against a customer's home load.
3. Document the payment process involving all parties including the City, the Provider, and participating customer.
4. Provide an indicative version of a customer bill.

E. DEMONSTRATION SITE

1. A major responsibility of the Utility is to be the provider of information and education to our customers. One of the resources used is the Roseville Utility Exploration Center (RUEC). Customers expect the facility to be a source of information.
2. In response to the high volume of customer inquiries, the Utility is requiring the Project to include an educational solar array located at the RUEC, see attached map of site (**Attachment K**). This site will consist of a small solar array with a display console.
3. The above requirements apply to this site, as well as the actual community solar farm.
4. Pricing will be broken out of the above Project cost. The demonstration site costs should be a line item in the section that pertains to the cafeteria style selection.

4.3 ADDITIONAL SERVICES

A. SALES AND MARKETING

1. Describe the customer user interface (e.g. web based portal), if any, as part of the Program, as well as the City's involvement in developing and maintaining the user interface. (Explain the location of platform and explain the ownership of site and related issues.)
2. Provide marketing and outreach plan.
3. Provide samples of marketing materials.
4. Describe call center and customer service resources.

B. PROGRAM ADMINISTRATION AND MANAGEMENT

1. Provide detail regarding contractual relationships and the management of the contracts.
2. Identify the City's involvement in the ongoing and upfront administration of the Program.
3. Provide information with regards to the following topics:
 - a. Customer Subscription
 - b. Unsubscribed energy/capacity responsibility
 - c. Method to sign up and fill void of excess capacity/energy
 - d. Creation and maintenance of 'waiting list'
 - e. Customer Call Center
 - f. Process to address customer issues

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-providers or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-provider(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Provider wishes to include that is not specifically requested should be included in an appendix to the proposal.

Providers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Provider will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).

6.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment L**) shall be executed by an official(s) legally authorized to bind the Provider which states that the proposal is valid for six (6) months. Include the executed copy of the Proposer's Certification under Tab G. Note: This is six (6) months following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.

- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.3 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services; specifically planning, designing, procuring, and installing a 1 MW_{ac} PV ground mount system. Also, describe your experience in organizing and administering a Community Solar Project. Identify the services which would be completed by your firm's staff and those that would be provided by sub-contractors, if any. Identify any sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts.
- 6.4 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing these or similar services particularly 1 MW_{ac} ground mounted PV systems interconnected to the local utility for the net export of solar energy to the grid. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, including their capacity, location, your firm’s responsibility, dates, client names and contact persons’ names, addresses and telephone numbers. Include project photos. For one of the qualifying solar project examples please include one full set of permitted construction drawings. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-provider or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-contractors shall be listed. Include sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix. Please note that no Provider or sub-contractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of the Contract, the selected Provider and its sub-contractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations.
- 6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this

RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview. The Project and Program shall be considered a "Public Work" pursuant to California Labor Code section #1720.6.

6.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-providers and sub-contractors. List any necessary equipment, training, or installation services required.

6.8 **TAB F: Specific Plan Submittal Requirements** – This section pertains specifically to the Project portion of the proposal.

- Submit a Site Plan showing the proposed solar array, the location of the system electrical equipment (switches, transformers, etc.), fencing, gates, site lighting, etc., relative to the identified site boundaries.
- Submit a comprehensive single line electrical schematic drawing. The use of string inverters are acceptable. If string inverters are proposed, include one spare string inverter in the proposal for operation and maintenance purposes.
- Provide a typical ground rack elevation drawing or photo. If proposed, include a view showing string inverter installation solution.
- Insert an equipment table listing manufacturer, model number, and quantities for solar modules, inverters, transformers, switches, and surveillance and monitoring systems. All applicable equipment (e.g. modules, inverters, meters, etc.) shall be listed on the approved product's listing of the California Energy Commission (CEC). Modules and inverters shall be from Tier 1 suppliers. The list of approved products can be found at <http://www.gosolarcalifornia.ca.gov/equipment/index.php>.
- Include specification sheets for modules, inverters, racking, and surveillance and monitoring systems.
- Show the PV system capacity in AC, as calculated using the CEC methodology.
- Estimate the annual and monthly energy generation in kWh delivered at the site's point of interconnection using the most recent version of generally accepted PV System software (e.g. PVSyst, PVWatts).

- 6.9 **TAB G: Cost Proposal** – For the solar project portion, specify the proposed Base PV System Price (total system installation cost), as well as the price per Watt_{dc} and the price per delivered kWh_{ac}. The Provider must provide a cost proposal for all services being bid.

The City requests that the bid format reflect all sections listed above in the Scope of Work and placed in a ‘cafeteria style’ format. The cost breakdown shall include, at a minimum, the Solar System cost breakdown (% , %/Watt_{dc}), the PPA cost breakdown (\$/kWh_{ac}) and the Additional Services breakdown (total annual cost and \$/kWh_{ac} to operate the Community Solar Program).

If the Provider plans to use a subcontractor to provide any of the services, please indicate this along with the name of the subcontractor. No Provider or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Roseville requires that all bids be in the form of an annual fixed price for the term of the agreement.

- 6.10 **TAB H: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - The absence of a conflict of interest (**Section 11.4**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 11.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
 - A statement that nothing contained in the submitted proposal will be proprietary. (**Section 11.23**)

Submit the following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment L**)
 - Copy of insurance policy – to meet City requirements (**Attachment M**)
 - Sample Master Agreement and PPA (**Attachment A**)
- 6.11 **TAB I: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Master Agreement and PPA (**Attachment A**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.

6.12 **TAB J: Competency of Proposers** – The City wants to ensure that the successful Providers has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

7.0 **SPECIFIC SOLAR SYSTEM TECHNICAL REQUIREMENTS**

7.1 **Equipment Rating:** All applicable system equipment, including solar modules and inverters, shall be on the CEC approved list, where applicable, and shall be manufactured by reputable suppliers with a verifiable record of at least three years manufacturing equipment for the solar, electric or related industries. Modules and inverters shall be from Tier 1 suppliers. All equipment must be labeled by UL or a comparable rating organization. The City reserves the right to reject any proposed equipment item or design configuration.

7.2 **Equipment/Material – Other:**

- A. The mounting system shall include at least one theft resistant fastener per module.
- B. All source circuit (string) wiring and other cables must be labeled for trouble shooting.
- C. Wire management techniques: all string related wiring must be placed in a suitable wire tray (closed or open) or integrated wire way. Care must be taken to assure that wire insulation is not damaged by sharp structural components.
- D. Exposed wiring must be sunlight and UV resistant (USE-2), where applicable. Conductor insulation must be rated for 90°C. For other conductors, utilize THWN-2 or equivalent suitable for the conditions of use.
- E. Dissimilar materials must be isolated from each other by appropriate nonconductive shims, washers or other means.
- F. Metals shall be hot dipped galvanized steel, stainless steel or anodized aluminum.
- G. Structural aluminum members shall be Corrosion resistant aluminum, 6061 or 6063.
- H. Aluminum shall not be placed in direct contact with concrete.
- I. Only 18/10 or better stainless steel fasteners shall be used.
- J. All outdoor equipment shall be a minimum of NEMA 3R rated to protect against environmental conditions.
- K. Proper equipment grounds shall be provided IAW NEC Article 250 and 690.

- 7.3 **Grading** - A Site Topographical Model (Topo) (**Attachment F**) is provided herein to assist the Provider with estimating the necessary grading. The Provider must clear and grub the site. Provider must grade the site to a gentle sloping (e.g. 2% - 3.5% slope) providing sheet flow drainage across the site in accordance with the natural flow patterns. Grading must tie into the surrounding terrain with a not more than 2:1 slope at the boundaries of the site. Additionally, the grading must result in a suitable base for the racking foundations as proposed. The Provider must furnish and install 2" thick of aggregate base (crushed rock) on the perimeter access road.
- 7.4 **Foundation** - A Soils Report (**Attachment E**) is provided herein with boring logs and soil chemistry to assist the Provider in choosing and designing the foundation. Foundations may be concrete footings, driven or vibrated piles, earth screws or fluted piers. The Provider is responsible for designing the foundations and obtaining all required approvals and permits. Seismic and wind load parameters shall conform to local standards for the City of Roseville. Foundation is subject to approval by the Geotechnical Engineer of Record.
- 7.5 **Construction Staging** - The Provider shall coordinate construction staging needs in advance with the City. The Provider shall also be responsible for security of all equipment and installed components.
- 7.6 **Construction Safety** – Public and worker safety is a priority. The Provider shall develop and implement a Safety Program. It shall be monitored and administered by a trained individual; regular reports shall be presented. The job site shall be cleaned up at the end of each day and any damaged property shall be restored or replaced by the end of the project.
- 7.7 **Construction Schedule** – The Provider shall prepare a detailed design and construction schedule showing milestones and all activity. It shall be updated continually to be current. Regular meetings shall be conducted to discuss the schedule, status updates, technical issues and corrective measures as appropriate. Meeting notes shall be issued by the Provider within two working days.
- 7.8 **Construction Testing** – The Provider shall perform the following tests and record their results:
- A. Performance tests of all DC source circuits to include the date and time, irradiance, open circuit voltage, positive voltage to ground (if inverter cannot indicate presence of fault currents), negative voltage to ground (if inverter cannot indicate presence of fault currents), and short circuit current.
 - B. At each inverter, record the time and the DC input current, voltage, and power as well as the AC output current, voltage and power while the system is generating full AC power.

- C. Torque verification of all terminations at combiner boxes and inverters, as appropriate, onward to the interconnection.
- D. Manufacturer's recommendations for inverter commissioning.

7.9 **Documentation** – The Provider shall provide the following documentation at the end of construction of the solar system:

- A. As-built permitted design/construction drawings
- B. Copies of all permits
- C. Manuals and specifications/cut sheets for all system components
- D. All warranties
- E. Summary of construction tests (see Construction Testing **Section 7.8**)

8.0 SUBMITTAL INSTRUCTIONS

8.1 Your submittal package shall include the following:

- **One (1) original and six (6) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

8.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**

8.3 Proposals shall be submitted **ONLY** to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

8.4 Faxed and/or emailed proposals will not be accepted.

8.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

8.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

8.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

8.8 All costs associated with proposal preparation shall be borne by the proposer.

9.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Overall Criteria:

Main Category	Sub Categories	Potential Points
A. Qualifications, Solar Project Portion (Sections 6.3 – 6.5, 6.12)	1. Firm 2. Team 3. Previous project designs 4. References	30
B. Qualifications, Community Solar Program Portion (Sections 6.3 – 6.5, 6.12)	1. Firm 2. Team 3. Previous program designs 4. References	20
C. Proposed Project Design (Sections 6.6 – 6.8, 6.11)	1. Project Understanding 2. Implementation Plan 3. Technical Information	30
D. Proposed Program Design (Sections 6.7 – 6.8, 6.11)	1. Project Understanding 2. Implementation Plan	20
E. Cost Proposal (Section 6.9)	1. Project/PPA Rate 2. Program Rate 3. Additional Services	50
Total Possible Points		150

10. SELECTION PROCESS

10.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be

created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

- 10.2 Proposals submitted will be reviewed by a selection committee. Providers that have submitted the best and most complete proposals may be invited to an interview. The number of Providers invited to an interview may vary depending upon the number of proposals submitted.
- 10.3 If the City elects to conduct interviews with any proposers, at a minimum, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 10.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Provider might propose.
- 10.5 A contract will be negotiated with the Provider considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Provider considered next best in meeting the City's needs for this particular project.
- 10.6 The selected Provider will be required to execute a City prepared contract. You may also provide a proposed PPA for the City's review. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 10.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 10.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Provider(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 10.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 10.10 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award

of contract.

11. GENERAL TERMS & CONDITIONS

- 11.1 Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Provider will be required to execute an agreement and a PPA prepared by the City, a sample of which is included as **Attachment A**.
- 11.2 Independent Provider.** At all times the Provider shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 11.3 Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 11.4 Conflict of Interest.** The Provider shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Providers submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Provider or the Provider's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Provider has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 11.5 Undue Influence.** The Provider shall warrant via an executed Proposer's Certification (**Attachment L**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement.

No officer or employee of the City shall receive compensation, directly or indirectly, from the Provider, or from any officer, employee or agent of the Provider, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

- 11.6 Non-Collusion.** Provider submitting proposals shall warrant via an executed Proposer's Certification (**Attachment L**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary provider and the associated sub-providers or sub-contractors.
- 11.7 Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, (**Attachment M**). All costs of complying with the insurance requirements shall be as included in your pricing. The selected Provider shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Provider's proposal. Alterations to the terms and conditions shall not be allowed.
- 11.8 Cost of Preparing Proposal.** The City will not pay any costs incurred by any Provider in preparing or submitting a proposal in response to this RFP.
- 11.9 Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 11.10 Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 11.11 Protests.**
A. Protest Requirements

1. Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

B. Grounds for Protest

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

C. Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

D. Stay of Action During a Protest

In the event a protest is filed under Section 11.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The Department Director makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

11.12 Rejection of RFP. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Provider in response to any RFP. This RFP does not constitute any form of offer to contract.

11.13 Multiple Award. The City reserves the right to award the contract to multiple contractors when applicable.

11.14 Increasing/Decreasing Portions of RFP. The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

11.15 Rejection as Non-Responsive. Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

11.16 Modifying RFP. The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

11.17 If no proposal is accepted, the City may elect to have the services performed in some other manner.

11.18 Rejecting Team Members, Firms or Sub-providers. The City reserves the right to reject individual team members, firms, sub-providers or sub-contractors and request substitution prior to contract award.

11.19 Local Business, Small Business, Minority and Women Owned Business. Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

11.20 Withdrawal of Proposals. Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Pursuant to section #6.2 above, proposals may not be withdrawn for six (6) months after the due date unless the City enters into a contract with another Provider prior to the expiration of that six (6) month period.

- 11.21 Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 11.22 Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 11.23 Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Provider shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 11.24 Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 11.25 Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for

receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

- 11.26 Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the attached sample contract (**Attachment A**), legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 11.27 Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Provider sign a statement affirming its compliance with this policy.
- 11.28 No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Provider shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 11.29 Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Provider must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
- 11.30 Prevailing Wages and Provider Registration.** For purposes of the Agreement, the selected Provider and its Sub-contractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. Pursuant to the provisions of California Labor Code Section 1773, the Department of Industrial Relations has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be

obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

No Provider or sub-contractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of the Contract, the selected Provider and its sub-contractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The selected Provider is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. This Project and Program shall be considered a "Public Work" pursuant to California Labor Code section #1720.6.

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

- The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
 2. This label on the **LOWER** left corner.

RFP NAME _____

PROPOSAL DUE DATE _____

PROPOSAL DUE TIME _____

_____ A.M. _____ P.M.

PROPOSAL FOR _____

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**