



**Cedar Falls
Utilities**

THE POWER OF SERVICE

Cedar Falls Utilities

Request for Proposals for Solar PV Installation

February 27, 2015

Request for Proposal ID: RFP – CFU Solar Garden

Title: CFU Solar Garden

Issuing Agency: Cedar Falls Utilities
Attention: Contract Administration
CFUBids@cfunet.net
One Utility Parkway
P.O. Box 769
Cedar Falls, IA 50613

1. PURPOSE

a. Statement of Intent

Cedar Falls Utilities (“CFU”) is soliciting proposals from companies qualified and experienced in the development, finance, and operation of solar photovoltaic (“PV”) generation. In particular, CFU desires to purchase energy and associated environmental attributes/renewable energy credits from up to 1.5 MW (AC) of PV generation (the “Project”) for a term of up to twenty-five years beginning the first half of 2016. Proposals must be for projects located and interconnected at the site described herein. The respondents to this RFP (each a “Proposer” and two or more “Proposers”) may submit more than one proposal.

The net energy delivered by the Project to CFU will be allocated to CFU retail customers and applied to their respective retail electric bills in accordance with their subscriptions described below, as part of a community solar program to be implemented by CFU (“Program”). CFU will handle all administration and management of the subscriptions and bill credit process; this RFP is solely for installation and operation of the Project needed to supply the solar energy necessary to satisfy subscriber demand.

b. About CFU

Cedar Falls Utilities (“CFU”) is a municipal utility serving more than 18,000 electric customers located in northeast Iowa with a non-coincident system peak of 112 MW. In addition to electricity, CFU also provides natural gas, internet, cable, and water services and is home to the University of Northern Iowa. CFU’s electric utility is not part of any joint action agency; however, it is part owner in multiple large base load generation sources and a wind farm, a transmission owner participating in the Midwest Independent Transmission System Operator (MISO) zone of network transmission, and sole owner of several local generation sources. Although CFU has never before been directly involved in any solar projects, for several years it has offered a net metering rate tariff for residential customers with distributed solar and wind generation, and does use other renewables to supply some of its power. CFU has also offered award-winning energy efficiency programs since the 1970s and has conducted a variety of pilot projects in parts of its service territory, including the installation of advanced metering infrastructure, installation of smart thermostats, use of biomass in its older coal generation, and an aerial flyover project.

CFU has had experience as an early adopter of high performing technologies; for example, in 2014 Google recognized Cedar Falls as Iowa’s e-City Digital Capital, due to innovative projects from CFU’s communications utility.

c. **RFP Schedule, Questions, and Process**

CFU will make a reasonable effort to maintain the RFP schedule below, but reserves the right to revise the schedule. See descriptions of each task at the bottom of this section.

<u>Task</u>	<u>Date</u>
<i>RFP Issuance Date</i>	February 27, 2015, 3:00 PM CST
<i>Site Ready for Proposer Viewing</i>	March 6, 2015, 3:00 PM CST
<i>Release of RFP Addenda</i>	March 6, 2015 3:00 PM CST (Additional Site Viewing Information); the week of March 23, 2015, 3:00 PM CDT (Geotechnical Analysis)
<i>Proposer Question Deadline</i>	March 24, 2015, 3:00 PM CDT
<i>RFP Submittal Deadline</i>	March 30, 2015, 3:00 PM CDT
<i>Notification of Conditional Status</i>	No later than April 30, 2015, 5:00 PM CDT
<i>End of Bid Validity Period</i>	August 13, 2015 at 5:00 PM CDT

RFP Issuance Date and Documents. The RFP will be emailed to prospective Proposers. This RFP is not available on CFU’s website. To get an additional copy or have it sent to additional entities, contact CFU at CFUBids@cfunet.net.

Site Ready for Proposer Viewing. Instead of one or two site visits at fixed times during the response period, CFU will instead ensure the Site boundaries are visibly staked by 3:00 PM CST on **March 6, 2015**. This means that Proposers can optionally visit the Site at their convenience at any time through the end of the response period on March 30. Proposers can submit any questions from their Site viewing(s) in writing using the process outlined under the “Proposer Question Deadline” below. A small amount of additional information about how the Site is staked, including a visual, will be sent to all prospective Proposers electronically on March 6; see the “Release of RFP Addenda” section below.

Release of RFP Addenda. More information about how the Site is staked will be released electronically at 3:00 PM CST on **March 6, 2015** as one RFP addendum. Additionally, CFU is conducting a geotechnical study of the Site including bearing capacities, soil characteristics, and infiltration requirements. The results of this study will be released as a second addendum to this RFP. The second addendum release is planned to occur the week of **March 23, 2015**, as soon as CFU receives the completed analysis. Should it be released after CFU’s initially proposed deadline of March 24 for Proposer questions, CFU may slightly adjust the Proposer question deadline to allow for questions about the geotechnical analysis.

Proposers who have not received this RFP directly from erin.buchanan@cfunet.net must email CFUBids@cfunet.net in order to receive either addendum.

Proposer Question Deadline. All questions from Proposers regarding the RFP must be submitted in writing to CFUBids@cfunet.net. Deadline for email questions will be 5:00 PM CST on **March 24, 2015 at 3:00 PM CDT**. Please note that any questions submitted after 3:00 PM CDT on March 24, 2015 will not be reviewed or answered. Questions and answers may be shared with all Proposers, in the discretion of CFU, without attribution to

the questioning Proposer. If the geotechnical analysis is released after this deadline, CFU may extend this deadline and will notify all prospective Proposers via email. Proposers who have not received this RFP directly from erin.buchanan@cfunet.net must email CFUBids@cfunet.net in order to receive notification of any extension of this deadline.

RFP Submittal Deadline. Proposals are due in hard copy format only by 3:00 PM CDT on March 30, 2015. The only exception is one electronic file for response to section 3) b) ii) 3) in the RFP. Proposal format and requirements are described in subsequent sections of this RFP. CFU will review proposals and arrive at a short list of proposals to consider for further evaluation. Short listed Proposers may be contacted to provide additional information, oral interviews, or documentation regarding their proposal.

Notification of Conditional Status. CFU will notify each Proposer of their current status in the selection process. The selected Proposal, or short-listed Proposals, will be used by CFU when conducting a pre-enrollment campaign with its customer base. However, it is important to note that the rest of the Proposals will not be eliminated from consideration until a contract is successfully executed with the selected Proposer.

End of Bid Validity Period. Due to the structure of the Program and a customer pre-enrollment campaign (see “CFU Project Scope” section immediately below), all bids must stay valid through **August 13, 2015 at 5:00 PM.**

2. CFU PROJECT SCOPE

a. Summary of CFU’s Major Project Components

- i. **This is a Program Funded by Interested CFU Customers.** CFU is facilitating this Program on behalf of interested customers. As such, the Project must ultimately be financed heavily by those interested customers and not by CFU’s entire electric customer base. CFU will use the selected bid to approach its customers with a financial offer for enrolling in the Program using the selected Project. However, if a minimum number of participating CFU customers fails to enroll for the output of at least a 500 kW (AC) Project, CFU may elect not to execute a contract with the Proposer that submitted the selected bid, and will instead re-evaluate this Program at a later time.
- ii. **CFU Is Conducting Some of the Work on this Project in Order to Lower Project Costs.** In an effort to lower Project costs, CFU will conduct some of the development and other components of the Project itself. This includes identifying and facilitating the location of the Project (“Site”), providing certain electrical equipment, and managing interactions with CFU customers:
 1. **Location Rights, Access, and Facilitation.** During the term of the Proposer’s construction and ownership of the PV installation, CFU and the City of Cedar Falls will grant the selected Proposer rights to use those portions of the specified Site necessary for the construction, operation and maintenance of the Project as part of the consideration for development of the Project. There will be no costs to the Proposer for access to this Site. CFU is also attempting to address and acquire as many permits and required site analyses or plans as possible.

More information about the Site appears in 1) Section 2) a) viii) below; 2) in Attachment 3; and 3) can be studied upon in-person viewing of the Site.

2. **Enrollment Campaign and Interaction with the Public.** CFU will conduct the enrollment campaign referenced in section 2) a) i) above during the spring and summer of 2015 (during the time that all Proposers' bids are still valid). CFU will also handle all customer interactions and all utility account credits throughout the term of any PPA. CFU will design the size and structure of customers' subscriber payments and the bill credits that participating customers will receive.
 3. **Data Access.** CFU will provide an internet connection at the Site at no charge to the Proposer, and may also access real-time production and other data from the Project without utilizing any software or reporting capabilities offered by the Proposer.
- iii. **Installation Size and Included Attributes.** CFU intends to use this RFP to evaluate solar PV installations of at least 500 kW (AC) and up to 1.5 MW (AC) in size. Regardless of the size of the final installation, CFU's interests are in receiving the electricity generated by the PV installation and in receiving all environmental attributes ("RECs") associated with this electricity.
 - iv. **Payment Agreement Structures.** CFU prefers one of two methods for payments: an outright purchase of a solar PV Project or a power purchase agreement (PPA) over a period of at least 10 and longer than 25 years.
 1. **Outright Purchase Option.** CFU may elect to purchase the Project at Commercial Operation at a price to be negotiated but based on the selected Proposal. Closing will be conditioned upon Proposer's satisfaction of conditions precedent as to construction of the Project in accordance with agreed design and construction criteria.
 2. **Long-Term PPA Option.** Under a PPA structure with the Proposer, the Proposer will build, finance and maintain the PV generation for a designated time period, and will be entitled to capture all available subsidies and federal and state tax credits. CFU will have the right to purchase the PV installation at any time after such tax benefits have been fully received and are not subject to recapture and at the end of the PPA. During the Proposer's ownership period, CFU will purchase the energy generated by the Project using an agreed-upon rate.
 - v. **Dates of Commercial Operation and Liquidated Damages.** Commercial Operation of the project must occur by [4/1/2016]; this is the date on which liquidated damages will accrue if Commercial Operation is not obtained. To CFU, "Commercial Operation" means that the Project is fully operational and capable of delivering energy to the interconnection point up to its full nameplate capacity.
 - vi. **Equipment Type.** The selected PV system may be either a fixed ground mount system or a ground-mount system with a single-axis tracker with a minimum design life of 25 years. Proposers offering a tracking system shall identify the

incremental energy production expected in the aggregate annually and also during affected periods of the day in order that CFU may evaluate whether the particular system offers additional value to CFU and the amount of that value.

vii. **Local Engagement and Involvement.** CFU desires to make this Project as accessible and educational as possible for its customers and the community. To this end, the Program will incorporate the public in as many ways as possible, including but not limited to:

1. **Direct CFU Customer Participation in Return for Energy Credits.** CFU customers will be allowed to participate in the Program, by subscribing and paying for Project energy. These participating customers will then receive credits from CFU to their CFU utility accounts over a period of up to 25 years for solar energy output from the Project. The credits will be in proportion to each customer's share of the Project's net energy (i.e., this depends on the size of their subscription relative to total expected output).
2. **General Public Education and Marketing.** The Project will be used to support general education about solar energy as well as marketing of CFU programs. The CFU website at www.cfu.net will have a section that will show dynamic and historical electrical production information from the Project. As a result, the Project must include software and internet reporting capability allowing CFU to access real-time production and other data from the Project.

viii. **Location and Delivery Conditions**

1. **Location.** The Project will be located on the City of Cedar Falls Prairie Lakes Park site located on Viking Road in Cedar Falls, Iowa (see Attachment 3 and Exhibit 1 for map and additional information).
2. **Point of Delivery.** CFU will take delivery of energy produced at the Interconnection Point. This point is defined as the secondary terminals of the CFU provided 12,470/480 volt transformer. CFU will connect the Proposer's electric cables to the secondary terminals in the transformer. The Project design must comply with the commercial requirements outlined in the CFU Electric Service Policy. The current expected location of the transformer is provided in Attachment 3. This PV installation will be attached to a 6 MW CFU distribution feeder that runs past the Site location. CFU will provide the transformer; the Proposer will need to pour the concrete pad for the CFU transformer.
3. **Metering.** CFU will provide a revenue meter, CT's, PT's, test switches, and meter enclosure. This meter is for the sole use of CFU. It will provide the measurement of energy sold and purchased from the Project. The meter enclosure will be installed by the Proposer on the Proposer-provided transformer pad as specified by Exhibit 2. Proposer will need to coordinate with CFU electric planning personnel the exact specifications before pouring concrete.

3. FORMAT OF SUBMITTED PROPOSALS

This section details the format and type of information to be returned to CFU as the response to this RFP, in addition to Attachment 1.

a. **Administrative Details.**

- i. **Proprietary Data in Proposal.** The proposal shall identify the page number(s) in which proprietary information is presented. All materials submitted by CFU are presumed to become public records and are subject to the Iowa Open Records law upon receipt, unless a recognized exception is applicable. If a proposer does not want proprietary information to be disclosed, each page must be identified and marked **Proprietary** at the time of submittal. CFU will, to the extent allowed by law, endeavor to protect such information from disclosure pursuant to Iowa Code Section 388.9(2), Competitive Information. The final decision as to what information must be disclosed, however, lies with Black Hawk County Iowa District Court. Failure to identify proprietary information will result in all unmarked pages being deemed non-proprietary and available to the public upon request.
- ii. **Substitutions.** When any article, device, equipment, or material is designated by the name of the manufacturer or Proposer or by any proprietary or trade name and such name is followed by the words “or approved equal”, “or equivalent”, or preceded by the words “similar and equal to”, the standard products of manufacturers other than those specified will be accepted if, prior to selection of the successful Proposal, it is proven to the satisfaction of CFU that they are equal in design, flexibility, serviceability, compatibility, scalability, durability, usefulness and convenience for the purpose intended.

b. **Format of Main Body of Proposal.** This section dictates the type of information needed in the main body of the response to this RFP. Unless indicated otherwise, Proposers can use the document or template of their choice to answer all of the items indicated in this section.

i. **Terms and Costs for Three Different PV Installation Sizes**

Proposers may propose either a sale or PPA option or both options.

1. **Purchase Option.** Proposer shall submit a proposal for installations of three sizes in approximately 500 kW increments – 500 kW (AC), 1 MW (AC), and 1.5 MW (AC). For each Project size, complete each item below. Where answers are identical for different size categories, you can direct CFU to a common answer for all applicable size categories:

- a. The proposed purchase price from CFU. Proposer shall describe in reasonable detail all expected Project costs for procurement, construction and operation of the Project, including any development fee or profit margin.

- i. **Costs to Include.** Include all costs for the procurement, construction, installation and operation & maintenance of the PV system. Include separately any financing costs, insurance costs, professional services, permits,

sales or other taxes, and costs for maintenance of Project equipment. All sales and use taxes that CFU would be required to pay for this Project shall be included in the Proposer's bid.

- ii. **Cost Itemization.** The costs below can be included in the total from the "Costs to Include" section immediately above, but need to be itemized separately in your response:
 1. Any costs related to the data management section (Section 3) b) vi) 3)), except for any costs from software, mobile apps, or other data visualization tools (see "Optional Cost Item" section immediately below).
 2. Any development fee or construction profit.
- iii. **Optional Cost Item.** If the Proposer is interested in supplying access to software, mobile apps, or other tools for CFU to use for monitoring or visualization of data from the Project, then as described more thoroughly in Section 3) b) vi) 3) provide a cost estimate. Keep these costs out of the total from the "Costs to Include" section above. CFU will consider costs for software, mobile apps, or other data visualization tools separately and in addition to the total from the "Costs to Include" section above.
- iv. **Costs not to be included in proposed Project costs or purchase price.** The following cost categories should NOT be included in your estimate. These services are already provided by CFU for this Project or are otherwise not eligible for inclusion in any purchase price:
 1. **Specified land costs.** Costs for acquiring, surveying, and leasing the Site, including soil borings, will be borne by CFU.
 2. **Fencing costs.** CFU will erect the fencing and install any access road at no cost to the Proposer.
 3. **Customer costs.** Costs for handling any aspect of communication, marketing, administration and management with CFU customers
 4. **Data connection costs.** CFU will provide a high speed Ethernet internet data connection at no charge to the Project.

5. **General overhead and administrative costs of Proposer.** CFU will not reimburse or pay for Proposer’s general internal or personnel costs.
 6. **Transformer.** CFU will provide and install on Proposer’s provided pad the transformer and related equipment on the high voltage side of the interconnection.
- b. Description of any other awards, grants, special tax treatment or credits, loan guarantees or other subsidies that are or may be sought in connection with the Project to aid in meeting costs.
2. **PPA Option.** For each of the three installation sizes, complete each item below. Where answers are identical for different size categories, you can direct CFU to a common answer for all applicable size categories:
 - a. The proposed PPA pricing for each year of the term based on the Project costs outlined above. A pro forma reflecting all expected financing, operating, and capital costs shall be included. IF pricing includes an escalator, the basis for the escalation factor should be specifically identified. Escalation factors based on CPI or other indices whose calculation is unrelated to costs associated with the Project will be disfavored.
 - b. All Project costs described with respect to the purchase option above.
 - c. The period of time that the Proposer would own and operate the Project before CFU’s purchase option would take effect, and the proposed term of the full PPA, which shall be at least 10, and not more than 25, years.
 - d. Estimated fair market value of the Project at the earliest date on which CFU’s purchase option would commence and at the end of the PPA term.
 - e. Description of how the Federal Investment Tax Credit (“ITC”) established pursuant to the U.S. Internal Revenue Code would apply to the Project.
 - f. Description of any other awards, grants, special tax treatment or credits, loan guarantees or other subsidies that are or may be sought in connection with the Project.
 - ii. **Generation and Construction Specifics.** Proposers must provide a detailed description of the solar technology and proposed equipment that will be used to provide the renewable energy and capacity to CFU. In addition, Proposers must provide detailed information on the solar resource at the Site to provide assurance to CFU that the Project will be able to meet its projected production estimates for the duration of the Project life. All facilities must meet applicable regulatory and industry safety, environmental and operational standards, including but not limited to applicable National Electric Code (NEC), IEEE 519, standards and

requirements. Where local codes or ordinances impact this Project, Proposer shall be responsible for meeting codes or obtaining variances unless otherwise designated by CFU in this document. At a minimum, Proposers shall specify the following:

1. *For each of three sizes of installation* – Layout of the proposed Site, including Site footprint, elevation of each proposed array and any requirements for design, Site grading or space surrounding each array. See Attachment 3 for additional information about the Site and CFU’s expectations.
 - a. If any temporary facilities, such as restrooms, parking areas, storage, or on-site dumpsters are needed, include these facilities on general layout diagrams of the Site. See Attachment 3 for additional information about these facilities.
2. Technical information for the Project equipment including the information below. Where answers differ for installations of different sizes (i.e., 500 kW (AC) answers would differ from 1.5 MW (AC) answers), itemize the answers by installation size:
 - a. Make and model numbers for inverters and solar panels, racking, and trackers (if applicable), including manufacturer and vendor warranties. Warranties for the solar modules should include a 25 year warranty of production, and inverters should have a minimum of a ten year warranty.
 - i. Manufacturer’s spec sheets for all inverters, modules, racking, and trackers (if applicable), or other materials that allow CFU to verify the performance, degradation, and longevity of the selected equipment. In particular, ensure that the materials provided allow CFU to verify that the Project equipment chosen meets the snow load, seismic, and wind design minimum conditions mentioned in Attachment 3.
 - b. Configuration, general layout diagrams, plant layout including methodology to minimize voltage variability.
 - c. One-line electrical diagram to interconnection point.
 - d. Grounding diagram for the site.
 - e. Net plant nameplate capacity rating (AC and STDC ratings), annual net output, projected capacity factor, and estimated service/design life.
 - f. Supporting documentation or references describing the reliability of the proposed solar technology, its commercial application, and its operational viability.
3. *For each of three sizes of installation* – To the extent possible, expected annual hourly kWh generation data (i.e., email a .csv, .xlsx, or .txt file

with 8760 hours of projected kWh generation data for the entire installation to CFUBids@cfunet.net), so that the Proposal may be evaluated in an economic dispatch model. Include net AC output rating, capacity factors, expected outages and other material factors affecting production. Additionally, provide a description of the source(s) of insolation and/or irradiance data, any software packages, and/or embedded assumptions that were used to develop the generation estimates.

4. Letters of intent from proposed vendors providing major equipment and confirmation of proposer's ability to secure options to purchase all principal equipment and components to support the Proposer's designated commercial operation date.
5. **Additional Section for Single-Axis Tracking Systems.** Proposers offering a tracking system shall identify the incremental energy production expected in the aggregate annually and also during affected periods of the day in order that CFU may evaluate whether the particular system offers additional value to CFU and the amount of that value.
6. **Operation and Maintenance Plan.** Include an operations and maintenance plan for the duration of the Project life, including generation equipment, inverters, trackers (if applicable) and grounds maintenance. Address both scheduled and unscheduled operations and maintenance needs.
7. **Additional Pertinent Information.** Include additional pertinent information deemed essential for CFU's consideration of your Proposal.

iii. **Project Schedule**

1. Designate dates for all significant milestones including commencement of construction, substantial completion and Commercial Operation for each of the three PV facility sizes. CFU desires the Project to be complete and in Commercial Operation by April 1, 2016.
2. For each PV facility size, include a standard project management document detailing all critical path and major development milestones in order to accomplish the designated commercial operation date. Identify those tasks and conditions you expect to be satisfied by CFU and corresponding dates for you to meet your milestone dates.

iv. **Proposer's Financial Strength and Corporate Structure** – Proposer must present documentation fully supporting financing and development of the proposed Project to assure its successful construction and long-term operation. This information will be used by CFU to assess the financial strength of the Proposer. The Proposal shall, at a minimum, provide:

1. Full name and address of the proposing organization. Identity of parent company if the Proposer is a subsidiary or special purpose entity;

2. Company ownership structure, form of organization (partnership, corporation, joint venture, limited partnership, limited liability company, or sole proprietor, etc.);
 3. Names of principal officers of the organization;
 4. Description of the financial structure of the Proposer;
 5. Description of the financial capability of the Proposer to meet its obligations in the Proposal, including relevant information on the Proposer, any parent company, and any partners involved in the Proposal, including tax investors;
 6. Evidence of ability to obtain and secure financing for the Project, including sources of equity and long-term debt, bank/financial institution references (including, if applicable, letters of interest from investment banking firms, private investors or other financial or lending institutions);
 7. Evidence of qualifications to do business in the State of Iowa or of intent to acquire such qualification;
 8. Financial data, including balance sheet, statement of cash flows or income statement and two years of complete income tax returns or equivalent. Audited financial statements are also acceptable.
 9. A listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five years;
 10. Primary contact information for individuals responsible for the Proposal and authorized to manage contract negotiations; and
 11. Additional pertinent information deemed essential for CFU's consideration of your Proposal.
- v. **Corporate and Professional Experience.** The amount of corporate and professional experience in the design, development, construction and maintenance of electric generation facilities, and particularly solar technologies, will be a factor in the evaluation process. The Proposal shall at minimum address the following:
1. **Description of Significant Personnel.** Provide a flowchart or diagram detailing the relationships between all significant personnel at all organizations that will be involved in the Project. For each included individual, list or provide the name, title, organization, qualifications, and experience relevant to CFU's prospective Project. Include the name of the person who would be Project Manager and include project management experience.

2. **Description of Corporate or Professional Experience.** Describe the Proposer’s experience with the proposed technology, including development, management, and operation and maintenance.
3. **Special consideration.** CFU will give special consideration to personnel or Proposers with documented experience in the following areas:
 - a. Construction of solar generation in commercial sizes, including a municipal array.
 - b. Solar energy projects completed for utilities, in particular municipal utilities.
4. **Similar Projects.** List the solar generating facilities of the same technology type (include nameplate, gross and net capacities) that have been financed, constructed, owned and/or operated by Proposer and/or its parent company that are in service and under construction.
 - a. **References.** Provide a name, title, and phone number of at least three clients.
5. **Third Parties.** Identify all material subcontractors, suppliers, and other entities besides the Proposer involved in the Project. For each identified entity, provide the contact name, business address, and role they will serve. Provide this information in Attachment 1 – Proposal Sheet section called “Subcontractors, Suppliers, Individuals, and Entities”. The requested qualification information in the subsection below may be supplied with the rest of the Proposer’s response to the RFP, separately from Attachment 1.
 - a. **Qualifications.** Provide statements of qualification and experience that all third parties have with the proposed PV technology, including:
 - i. The Iowa Licensed Professional Engineer(s) responsible for all structural and civil work.
 - ii. Electrical contractor
 1. Statements should include documentation of qualifications to do business in Cedar Falls, IA.
 - iii. Subcontractor(s) involved with the construction of the Project. Statements should include (but not be limited to):
 1. The amount of experience in solar PV construction/installation;
 2. The size range of solar PV facilities they have experience with;

3. If the Proposer's bid is for a system with single-axis trackers, include experience with single-axis tracker solar PV systems;
 4. Any certifications
- iv. Subcontractor(s) involved with the upkeep, operations and maintenance of the Project. Statements should include (but not be limited to):
1. The size (in MW (AC)) of PV systems maintained by the entity;
 2. Whether these systems are fixed mount, single-axis trackers, or other systems.
 3. Their experience in maintaining systems in areas experiencing as much or more annual snow than Cedar Falls, Iowa.
6. **Additional Pertinent Information.** Included additional pertinent information deemed essential for CFU's consideration of your Proposal.
- vi. **Other Considerations**
1. **Adherence to Local, State & Federal Code Requirements, Laws & Regulations.** Respondents must provide a statement as to their Proposal's compliance with local, state, and federal code requirements, laws and regulations, including tax, ownership, and securities laws and regulations. Respondents should highlight any pertinent legal issues related to operating and maintaining their community solar installation. Where local codes or ordinances impact this Project, Proposer shall be responsible for meeting codes or obtaining variances unless otherwise designated by CFU in this document.
 2. **Local Involvement.** Identify any opportunities for local involvement. See the section in the CFU Project Scope called "Local Engagement and Involvement" for some examples of local involvement.
 3. **Data Management.** CFU requires authorization for CFU to have real-time access to data associated with the solar PV facility. The Proposer must provide a description of the planned facility's real-time telemetry and smart meter capability and the mechanism for providing CFU real-time data access. The Proposer can also include at their option a list and description of any optional web portal software, mobile apps, and/or other tools provided to CFU by the Proposer for the purposes of monitoring and visualization of the real-time data from the Project. CFU may pursue these options or may develop its own option for monitoring and visualization of data from the Project.
 - a. **Additional optional information.** For any optional software, mobile app, or other tool listed, include:

- i. Detailed description of the type and frequency of information that CFU would be able to access about the Project.
 - ii. Itemize the amount and frequency of any fees for CFU to use the solution.
 - iii. Describe where the information collected by the software, app, or other tool is stored.
4. **CFU Tasks.** Identify the exact tasks that CFU must perform and/or be responsible for in order to accomplish the installation and delivery of the system, as proposed and scheduled.
5. **PPA Terms.** A PPA form will be provided by CFU if the selected proposal is for a PPA, and a purchase agreement form will be provided if the selected proposal is for a purchase. Neither of these documents is included as an attachment to this RFP. Do not include proposed contract forms with your Proposal.
6. **Proposal Exceptions.** List and describe any exceptions or requested changes to CFU's RFP conditions, requirements, Proposal Sheet (Attachment 1), and insurance obligations (Attachment 2).

Particularly encouraged are those changes that could allow CFU to realize a cost savings, including CFU performing tasks that are typically performed by the Proposer. For any changes resulting in a potential cost savings to CFU, in addition to listing the proposed change, also include an estimate of the cost savings to CFU from the proposed change.

If there are no exceptions noted in this section of Proposer's response, it is assumed that the Proposer will accept all conditions and requirements identified in the Proposal Sheet (Attachment 1), and insurance obligations (Attachment 2). Items not excepted will not be open to later negotiation.

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted as an exception and confirmed in the contract between CFU and the selected Proposer.

- c. **Addenda.** The Proposal Sheet (Attachment 1), including all five components listed within it, must be completed and submitted as part of the response to this RFP.

4. **PROPOSAL SUBMITTAL INSTRUCTIONS**

DEADLINE FOR PROPOSAL SUBMISSION: March 30, 2015 at 3:00 PM CDT. No exceptions will be made to this deadline.

Hard Copy Submission ONLY, with one exception. Proposers must submit the rest of their Proposals in hard copy format. The hard copies must be delivered to the following address in a sealed envelope marked “Sealed Quote for CFU Solar Garden”:

Cedar Falls Utilities
Attention: Contract Administration
One Utility Parkway
P.O. Box 769
Cedar Falls, IA 50613

The single exception to this policy is the electronic file emailed to CFUBids@cfunet.net regarding the question in section 3) b) ii) 3) (this file must be emailed by 3:00 PM CDT on March 30, 2015).

5. EVALUATION FACTORS AND AWARD

- a. **Competitive Selection/Evaluation Factors.** The evaluation factors outlined below shall be applied to all eligible, responsive Proposers. Qualifying proposals will be assessed in order to identify the proposal best meeting the needs of the Program and CFU’s other objectives, in CFU’s sole discretion. CFU management may choose to award a contract under this solicitation or may choose to not award any contract.
- b. **Evaluation Factors.** The following sections of each Proposer’s response will be included in CFU’s evaluation, in no particular order:
 - i. Costs for Three Different PV Installation Sizes
 - ii. Generation Estimates and Value of such production to CFU
 - iii. Quality of equipment, warranties and other Project components
 - iv. Proposer’s Financial Strength and Structure, and likelihood Proposer can finance and complete Project as scheduled
 - v. Corporate and Professional Experience
 - vi. Schedule
 - vii. Local and Community Involvement and Benefits
- c. **Oral Interviews.** Proposers may be required to participate in an interview. The interview will be conducted by a panel comprised of members of CFU’s selection committee. Each Proposer’s time slot for interviews will be determined randomly. Proposers who are selected shall make every effort to attend either in person or remotely via Skype. If CFU representatives experience difficulty on the part of any Proposer in scheduling a time for an interview, it may result in disqualification from further consideration.
- d. **Proposal Recommendation and Rights of CFU:**

CFU staff shall evaluate all Proposals in accordance with the above evaluation factors and make a recommendation to the executive management of CFU. Upon their concurrence, CFU may seek approval from the CFU Board of Trustees to negotiate and execute an agreement.

CFU reserves the right to consider any other factors that it deems relevant and to request additional information or supplemental materials from proposers to thoroughly evaluate proposals submitted in response to this RFP. Such other relevant factors may include, but are not limited to, previous dealings and business relationships of the Proposer or any parent, subsidiary, affiliate, joint venture, or partner of the Proposer with CFU, and such factors as determined by CFU in its sole discretion.

This RFP does not commit CFU to enter into a contract, nor does it obligate CFU to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract; all such costs shall remain the responsibility of the Proposer. CFU reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all Proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants, subcontractors, or suppliers;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with CFU.

An agreement shall not be binding or valid with CFU unless and until it is executed by authorized representatives of CFU and of the Proposer.

6. NEGOTIATION AND AWARD OF CONTRACT(S)

Contract documents will be prepared by CFU, incorporating applicable provisions of the selected Proposal(s). The PPA will include provisions consistent with industry standards and current market, including financier terms. For purposes of developing proposals, Proposers should assume that the PPA will require:

- i. Established milestones for Project completion with an outside commercial operation date of April 1, 2016;
- ii. Performance security in the form of either an irrevocable letter of credit in favor of CFU as beneficiary or cash escrow in an amount equal to \$150,000/MW (AC) of Project capacity to be provided prior to construction commencement or within 30 days of PPA execution, whichever is earlier, and continuing through the PPA term;
- iii. The Project to meet accredited capacity requirements and to produce and deliver to CFU annually an amount of energy no less than 90 percent of an amount of committed solar energy to be calculated based on the specific Project, and allowing for adjustments based on force majeure and certain curtailment events;

- iv. Liquidated damages to be paid to CFU in the event of a failure by the Proposer to attain Commercial Operation by the outside Commercial Operation date in amounts of \$1.00/kW/day for the first ninety days after the outside Commercial Operation date and \$1.50/kW/day thereafter until Commercial Operation or termination of the PPA; and
- v. Liquidated damages for failure to meet the accredited capacity and annual energy production requirements described in paragraph (iii) in amounts to be established based on specific proposed Projects.

A purchase agreement will include a negotiated price payable after Commercial Operation. Closing on the purchase will be contingent on the Project meeting all specified conditions precedent.

Insurance Requirements. In addition to providing the completed Evidence of Insurance Obligations (found within Proposal Sheet, Attachment 1) with this RFP response, upon award of the Bid the selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at minimum, all of the insurance requirements outlined in Attachment 2.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Attorney of CFU as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Attorney. The selected Proposer agrees to provide CFU with a copy of said policies, certificates and/or endorsement upon award of contract.

ATTACHMENTS

Attachment 1: Proposal Sheet (*all components must be returned as part of RFP response*)

Attachment 2: Insurance Obligations (*reference document only*)

Attachment 3: Additional Site Information and Proposer responsibilities (*reference document only*)

Exhibit – 1: Customized PDF of Site (*reference document only*)

Exhibit – 2: Transformer Pad Illustration (*reference document only*)

Attachment 1

This attachment needs to be returned to CFU with your RFP response. Five components must be completed and returned in this Attachment, including:

- 1) Proposal Sheet*
- 2) Affidavit of Non-Collusion*
- 3) Evidence of Insurance Obligations*
- 4) Subcontractors, Suppliers, Individuals, and Entities*
- 5) Evidence of Responsibility*

PROPOSAL SHEET

PROJECT IDENTIFICATION

RFP – CFU Solar Garden
Municipal Electric Utility of the City of Cedar Falls
Cedar Falls, IA 50613

THIS PROPOSAL IS SUBMITTED TO:

Municipal Electric Utility of the City of Cedar Falls
1 Utility Parkway
P.O. Box 769
Cedar Falls, IA 50613
(Hereinafter called OWNER)

THIS PROPOSAL IS SUBMITTED BY:

1.01 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER to perform and furnish the Project as specified or indicated in the CFU Request for Proposals for Solar PV Installation (“Bidding Document”) for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Bidding Document.

2.01 Proposer accepts all the terms and conditions of the Bidding Document and all Attachments. This Proposal will remain **subject to acceptance until August 13, 2015 at 5:00 PM.**

3.01 In submitting this Proposal, the Proposer represents that:

- A. Proposer has examined and carefully studied the Bidding Document, all Attachments identified in the Bidding Document, and the following Addenda, receipt of which is hereby acknowledged below.

<u>Addenda Number</u>	<u>Addenda Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Proposer has visited or examined the Site and/or represents that it is sufficiently familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Project.
- C. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, and performance of the Project.
- D. Proposer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Project at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Document.
- E. Proposer has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Bidding Document and the written resolution thereof by OWNER is acceptable to the Proposer.
- F. The Bidding Document is generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Project for which this Proposal is submitted.

4.01 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over OWNER.

5.01 Proposer will complete the Project in accordance with the Bidding Document, for the

price(s) provided in the attached Proposal.

6.01 The following documents are attached to and made a condition of the Bid:

- A. Evidence of Insurance Obligations
- B. Evidence of Responsibility
- C. Affidavit of Non-Collusion
- D. A tabulation of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Proposal

6.02 Communications regarding this Proposal shall be addressed to the Proposer as indicated below:

Name:			
Address:			
City/State/Zip Code:			
Telephone:			
Fax Number:		Email address:	

SUBMITTED on _____, 20__.

An Individual

Name (typed or printed):

By _____(SEAL)
(Individual's Signature)

Doing business as _____
Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

A Corporation

Corporation Name: _____ (SEAL)

State of incorporation: _____

Type (General Business, Professional, Service, Limited Liability):

By: _____
(Signature)

Name (typed or printed): _____

Title: _____ (Corporate Seal)

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Date of Qualification to business is: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner)

Name (typed or printed): _____

Title: _____ (Corporate Seal)

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner)

Name (typed or printed): _____

Title: _____ (Corporate Seal)

Business address: _____

Phone No.: _____ Fax No.: _____

Email: _____

Telephone Number, Fax Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

- (1) That I am the Proposer (if Proposer is an individual), a partner in the Proposer (if the Proposer is a partnership), or an officer of employ of the bidding corporation having authority to sign on its behalf (if the Proposer is a corporation);
- (2) The attached Proposal or Proposals have been arrived at by the Proposer independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services designed to limit independent bidding or competition;
- (3) The contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent to the Proposer or its surety on any bond furnished with the Proposal or Proposals, and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Title: _____

Firm Name: _____

Subscribed and sworn to before me

this _____ day of _____, 20__.

(Notary Public)

Printed Name: _____

My Commission expires _____, 20__

Proposer's E.I. Number

(Number used on Employer's Quarterly Federal Tax Return,

U.S. Treasury Department Form 941):_____.

EVIDENCE OF INSURANCE OBLIGATIONS

If selected by CFU during this RFP process, Proposer must meet the insurance obligations set out in the “Risk Management and Insurance Obligations for Contractors for Cedar Falls Utilities” (Attachment 2).

Proposer understands that coverages are to be provided by acceptable policies, coverage amounts and insurance terms, issued by insurance providers and companies acceptable to Cedar Falls Utilities. Should award be made to this Proposer, Certificates of Insurance, with the terms and coverages specified within Attachment 2 shall be provided by:

Insurance Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Upon notice of award, failure to issue Certificates of Insurance in compliance with the “Risk Management and Insurance Obligations for Contractors for Cedar Falls Utilities” is a material default of the Proposer.

EVIDENCE OF RESPONSIBILITY

The undersigned hereby certifies that the Proposer has completed the work of a similar nature as listed in response to Section 2) b) v) 4) in CFU's Request for Proposals for Solar PV Installation:

Submitted By: _____

(Title)

(Dated)

Attachment 2

This attachment is for reference only; nothing from this attachment needs to be returned to CFU with your RFP response.

Risk Management and Insurance Obligations for Contractors of Cedar Falls Utilities

This document outlines the insurance requirements for all Contractors who perform work for Cedar Falls Utilities (The term “CFU” applies to each and any of the Municipal Utilities of the City of Cedar Falls, Iowa). The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for CFU under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall be issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Combined Municipal Utilities of the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is included herein as Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the Combined Municipal Utilities of the City of Cedar Falls, Iowa for the coverage required herein. Such Certificates shall include copies of the following endorsements and statements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement
 - c) Governmental Immunities Endorsement
 - d) Statement accepting the governing law and jurisdiction terms under Agreement.

Contractor shall, upon request by CFU, provide Certificates of Insurance for all subcontractors and sub-sub-contractors that perform work or services pursuant to the provisions of this contract.

Contractor shall disclose self-insured retentions or deductible amounts which exceed the sum of \$5,000 for each category of coverage that is required under Exhibit 1.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by CFU. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 “Designated Construction Project(s) General Aggregate Limit” shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of CFU.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
Cedar Falls Utilities, including all its appointed Trustees, Officers, Directors and all its employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the Cedar Falls Utilities as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

6. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7. Limits: By requiring the insurance as set out in this Contract, CFU does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to CFU in this Contract. CFU will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

9. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless each of the Combined Municipal Utilities of the City of Cedar Falls, Iowa, its appointed Trustees, and its Officers, Directors, Managers, Supervisors, employees and volunteers against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against any of them by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to any of the Municipal Utilities of the City of Cedar Falls, Iowa pursuant to the provisions of this contract. It is the intention of the parties that CFU, including appointed Trustees, and its Officers, Directors, Managers, Supervisors, employees and volunteers shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated

with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of CFU. It is further the intent of the parties that any such negligence alleged or found against CFU including its Trustees, Officers, Directors Managers, Supervisors, employees or any volunteer shall have been covered by the policies of insurance required to be submitted by the Contractor hereunder naming CFU as an additional insured. Contractor shall hold CFU including its Trustees, Officers, Directors Managers, Supervisors, employees or any volunteer harmless from any loss by virtue of failure to adequately insure such negligence.

The Contractor expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to CFU pursuant to this contract, and agrees to pay CFU for all damages caused to CFU premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

10. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases each of the Municipal Utilities of the City of Cedar Falls, Iowa, CFU including its Trustees, Officers, Directors Managers, Supervisors, employees and volunteers working on behalf of CFU from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: \$1,000,000 (Combined Single Limit)

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation – with waiver of subrogation to Cedar Falls Utilities

Statutory for Coverage A

Employers Liability:

Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

Umbrella: \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

**CEDAR FALLS UTILITIES
ADDITIONAL INSURED ENDORSEMENT**

The combined Municipal Utilities of the City of Cedar Falls, Iowa, including its appointed Trustees, and its Officers, Directors, Managers, Supervisors, employees and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available

coverage be primary, contributing or excess.

CEDAR FALLS UTILITIES

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including CFU as an Additional Insured)

1. Non-waiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Cedar Falls Utilities as an Additional Insured does not waive any of the defenses of governmental immunity available under Code of Iowa Chapter 670 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Chapter 670 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. Cedar Falls Utilities shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of CFU.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to CFU under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by CFU.

5. No Other Change in Policy. The insurance carrier and CFU agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CEDAR FALLS UTILITIES

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, Cedar Falls Utilities, 1 Utility Parkway, P. O. Box 769, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

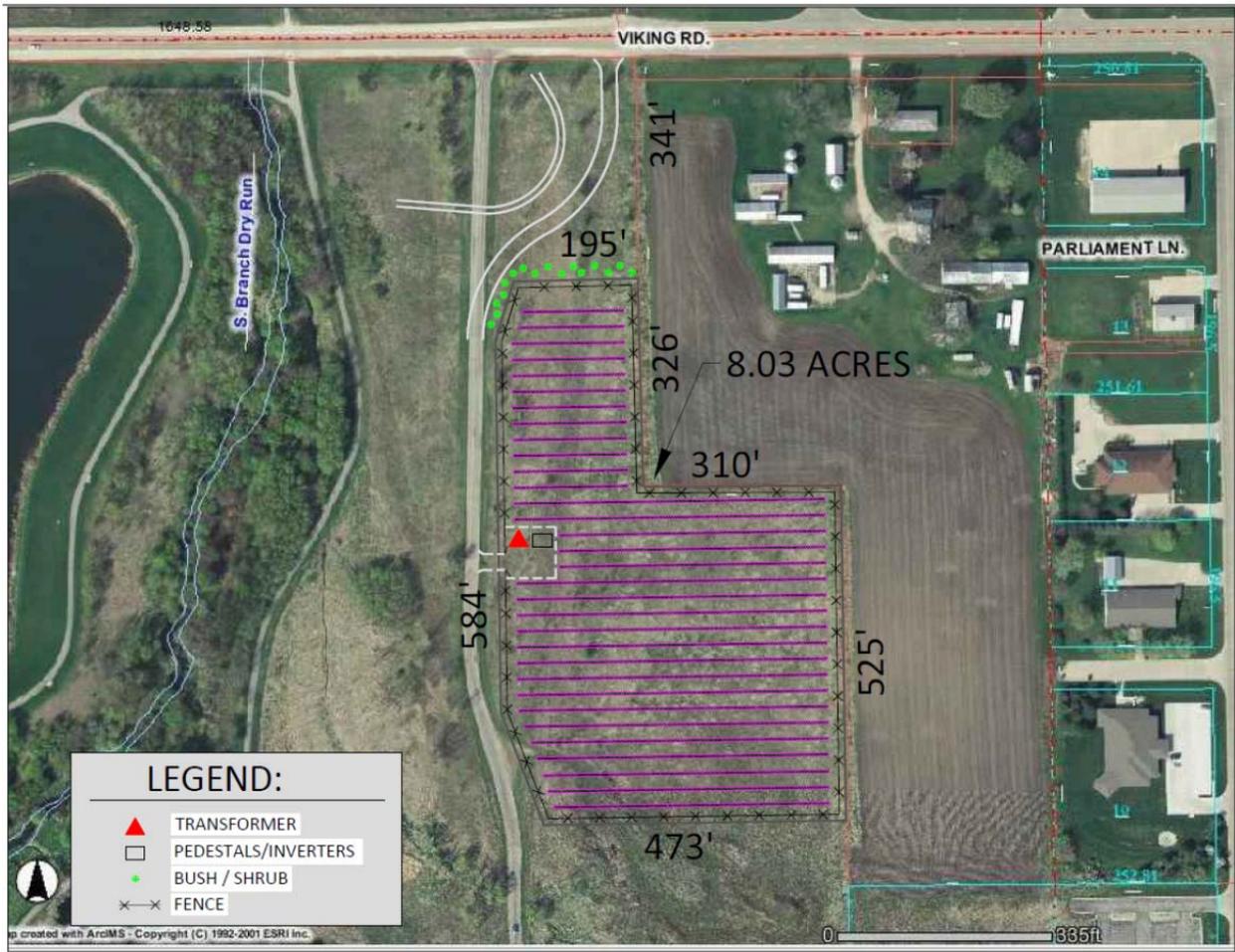
Attachment 3

This attachment is for reference only; nothing from this attachment needs to be returned to CFU with your RFP response.

Additional Site Information and Proposer's Responsibilities

The Site is part of the City of Cedar Falls Prairie Lakes Park. The aerial photo, complete with multiple layers is also provided as a separate .pdf file called Exhibit 1. The access road and bicycle trail have changed since the time this satellite image of the area was collected; these changes are reflected by the solid white lines to the north of the Site. An additional photo with topographical data superimposed is further below. The topographical data is from an aerial survey of the City of Cedar Falls that was conducted in 2010.

Image from Exhibit 1: Proposed Site Specifics. Note: this image is available as a separate electronic file (Exhibit 1).



Site with Topographical Data Layer. Note: This image is not available as a separate electronic file.



Additional Information and Services Provided by CFU

1. The site is estimated at 8 acres. CFU will pay for and provide a plat of survey for the specific parcel prior to the final installation design, and will obtain any necessary variances for the Project. This property is zoned A-1; the City has clarified that in the case of this Project, the CFU-provided fencing may be placed on the boundary of the adjacent property to the east of the Site, but PV arrays must be 50 feet back from that property line. There is no setback from the small park access road immediately to the west of the Site.

During final construction planning, the City may require fencing setbacks along adjacent property lines and/or park drives in order to provide spacing for landscape screening if deemed advisable. These setbacks will not be excessive.

2. CFU, with input from the City of Cedar Falls, will select the groundcover to be used within the Site. CFU will procure and Proposer will install groundcover. The groundcover shall not exceed 12 inches in height and is likely to be low-maintenance architectural grass, low prairie grass, or fescue. The groundcover will be selected with the primary intent of minimizing the expense of complying with mowing and weed maintenance requirements.

3. Below are some additional conditions about the Site. CFU interprets the wind design, seismic, and snow load categories as minimum standards that any Project design would need to meet.
 - a. *Seismic Criteria:* 0/None
 - b. *Wind Design:* 90 miles per hour (3-second gust wind speed for 50-year mean recurrence interval)
 - c. *Floodplain:* CFU has verified with the City of Cedar Falls that as of February 2015, no portion of the Site is located within a floodplain.
 - d. *Snow Load:* 30 pounds per square foot (psf) (ground snow load for 50-yr mean recurrence interval)
4. A 6-foot vinyl coated and galvanized black chain link fence (or similar that will provide security and appropriate aesthetic features) will surround the premises (white border on map with topographical data above). CFU will pay for and construct the fence and coordinate with the City of Cedar Falls.
5. A seal-coated access road will run into the facility site. CFU will pay for and construct the access road.
6. CFU is in the process of obtaining a geotechnical analysis. The analysis results will be provided at the recommended as an addendum to this RFP, released on the date designated in the timeline on page 3 of this document and Proposal Sheet (Attachment 1).
7. CFU will install and provide a 12,470/480-volt transformer and a high speed Ethernet internet data connection at no cost to the Proposer.
8. CFU and City will handle all or any easements needed for this Project. There are currently no sanitary sewer, storm sewer, or other easements located within the Site.
9. There are currently a few items stored within the Site. These items will be removed prior to the start of Project construction; the Proposer does not need to arrange for removal of these items.

Proposer’s Responsibilities:

1. The Proposer will be responsible for construction surveys and staking, as well as any modifications to the land in order to flatten the site or change its grade to optimize solar output and aesthetics. CFU’s preference is for the Site to be smoothed to a flat plane that keeps the existing slope (and allows for appropriate drainage). The surrounding grades will be adjusted, if needed, to make a smooth transition into the area graded for the project. A 6” depth of top soil shall be maintained across the entire Site. Proposer will also be responsible for any additional permits necessary to accomplish these modifications. Proposer shall coordinate grading work with CFU fence work.
2. The Proposer will be responsible for removing existing vegetation from the Site and applying the groundcover provided by CFU as specified in the section above. The permanent groundcover

shall be applied immediately after the final design grades are achieved on portions of the Site but no later than 14 days after construction activities have permanently ceased. In areas where disturbance results in subsoil being the final grade surface, top soil shall be spread over the finished area at a minimum depth of 4-6". The seedbed shall be free of large clods, rocks and woody debris.

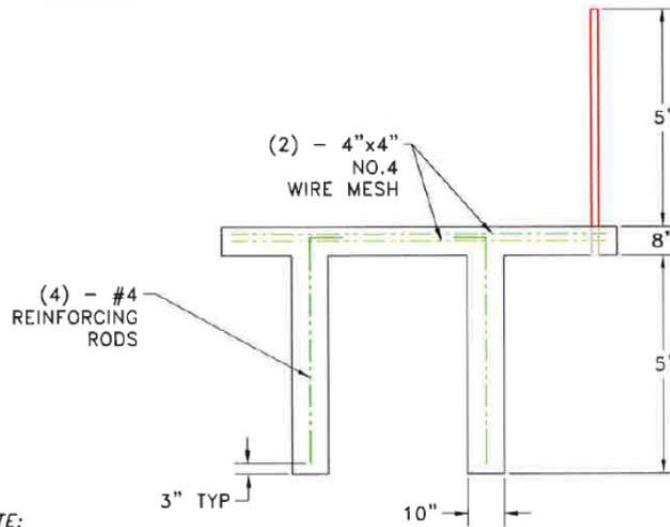
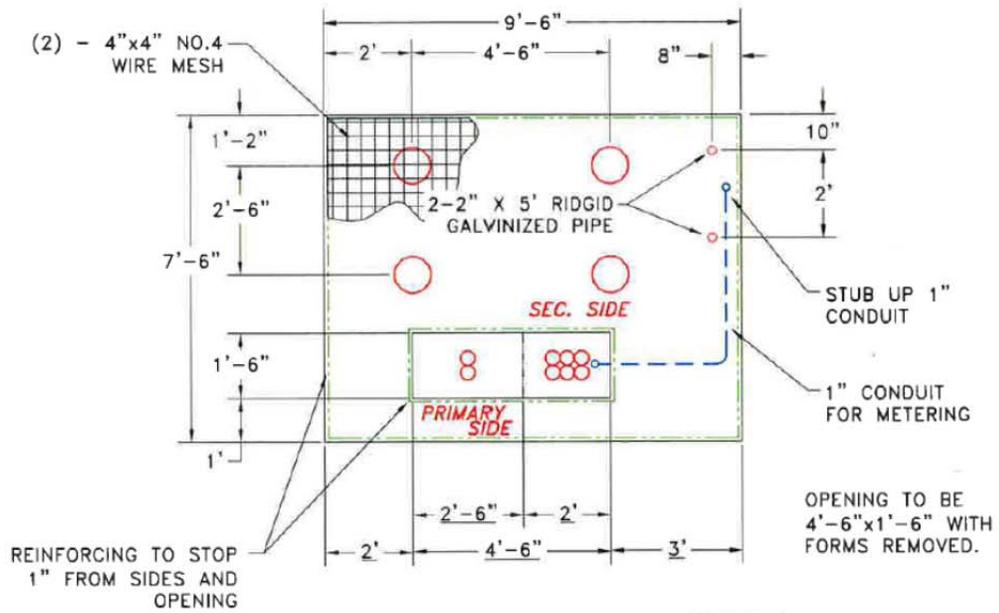
3. As part of their long range plans, the City of Cedar Falls may plant tall prairie grass (maximum height of 8 feet) immediately to the south of the Site. This information, as well as the fact that the selected groundcover for the Site will be no higher than 12", may or may not impact the choice of PV installation design and orientation. It is up to the Proposer to take these facts into consideration when designing the Project.
4. The Proposer will be responsible for submitting and complying with all aspects of the City of Cedar Falls Stormwater Pollution Prevention Plan ("SWPPP"), since this project is over 1 acre in entirety. More about this can be found at the City of Cedar Falls website: <http://www.cedarfalls.com/index.aspx?NID=122>.
5. In the event of a PPA both Proposer and CFU shall have separate padlocks to the site to facilitate access to the Site. After construction Proposer shall inform CFU before personnel access the site.
6. If the Proposer feels additional topographical surveys are necessary, the Proposer is responsible for conducting those surveys.
7. The Proposer will be responsible for installing and commissioning the entire Project.
8. The Proposer will be responsible for pouring the concrete pad on which the CFU-provided transformer will rest. The Proposer will also need to provide terminals and wire the conduit.
9. The Proposer shall clean and keep clean from waste, materials or refuse resulting from operation, the Site, the street, the Project and public property occupied during Project construction. Equipment not usable on the Project shall be promptly removed and the adjacent premises maintained in a neat and orderly condition at all times.
10. Upon completion of the Project construction, Proposer shall remove from the street and adjacent property, all surplus and discarded materials, equipment, rubbish and temporary facilities; restore in an acceptable manner all public and private property that has been damaged during the prosecution of work; and shall leave the Site in a neat and presentable condition.
11. Proposer shall provide for waste disposal for all excess materials and miscellaneous waste.
12. No assurance is made to Proposer that all utilities are shown on the photos above or provided in this Attachment. Proposer shall be responsible for verifying the locations of these utilities prior to commencing work and shall be responsible for any damage during construction. CFU assumes no responsibility for improper locations or failure to show or provide utility locations on the drawings. Iowa ONE-CALL's number for locations is 811.
13. Materials shall be stored at areas designated and procured by the Proposer and approved by CFU to insure the preservation of their quality and fitness for the Project. Storage on site is permitted in an organized manner but Proposer will be responsible for security.

14. Proposer shall be responsible for loss or injury to persons or property where the Project is involved, and shall provide security and take precautionary measures to protect Proposer's and CFU's interest.
15. Proposer's vehicles and delivery trucks will park on the east side of the park road or within the construction site. Full road access to the park will be maintained at all possible times. If it becomes necessary to close one lane of the road, the Proposer will provide flagmen. Any damage to the road or shoulders will be fixed by the Proposer to the satisfaction of CFU/City of Cedar Falls. All areas utilized for construction staging that are damaged adjacent to the Site shall be repaired by the Proposer to the satisfaction of CFU/City of Cedar Falls.
16. Proposer shall comply with all laws, rules and regulations of state and local health authorities and shall take the necessary precautions to avoid unsanitary conditions. Suitable sanitary accommodations for the use of all persons employed on the Project shall be provided and maintained by the Proposer.
17. Proposer shall make all reasonable efforts to control dust from the Site.

Exhibit 1 – Specialized PDF of Site

Separate electronic file (“CFU RFP - Specialized PDF of Site.pdf”)

Exhibit 2 – Transformer Pad Illustration



NOTE:

1. Formed pad must be inspected by C.F.U. before being poured or it will not be accepted. - Call the planner at 268-5297.
2. Contractor to stub conduits out for C.F.U.. - Conduits provided by C.F.U..
3. All conduits cut flush with top of pad.
4. Place primary conduits as shown.
5. Ballards to be installed by the contractor, where the transformer is subject to vehicle damage.



CONSTRUCTION STANDARDS
3 ϕ TRANSFORMER PAD
750KVA OR LESS

LAST UPDATE
08/04/08

14.600-5