



State of California • Governor Edmund G. Brown Jr.
Government Operations Agency
DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division – Energy & Environmental
707 Third Street ▪ West Sacramento, CA 95605 ▪ www.dgs.ca.gov

October 13, 2015

**REQUEST FOR PROPOSAL for SOLAR PV ENERGY
PHASE VI - CDCR**

**Notice to the Qualified Pool of Solar Service Providers
Established Under the RFQ for Solar Photovoltaic Energy 2015**

All Qualified Pool members are invited to review and respond to this Request for Proposal (RFP) for the installation and operation of solar photovoltaic (PV) energy generation systems under a third party ownership power purchase agreement business model. In submitting your response you must comply with all instructions as provided in this RFP.

Please refer to the template agreements that are attachments to this RFP, as they include the State's General Terms and Conditions and the Contractor Certification Clauses, GTC 610 and CCC 307, which may also be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language . The template agreements attached to this RFP represent the form of agreements that will be entered into for this project award. The State reserves the right to modify these agreements prior to execution. Interested bidders are strongly encouraged to review these template agreements and submit questions in accordance with the prescribed instructions.

In the opinion of the Department of General Services this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the RFP Administrator for this RFP is:

Gonzalo Caceres, RFP Administrator
Department of General Services
707 3rd Street, 4th Floor
West Sacramento, CA 95605-2811

Gonzalo.Caceres@DGS.CA.Gov
(916) 375-4892

All questions and requests for information must be submitted in writing as instructed in this RFP. Please note that no verbal information will be binding upon the State unless such information is subsequently issued in writing as an official addendum.

All response submittals to this RFP must be received by the RFP Administrator by 5:00 p.m. Pacific Standard Time (PT) by Friday, December 11, 2015, at the address listed above.

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1.0 OVERVIEW

1.1 PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit bid responses from the Qualified Pool of solar PV energy service providers (“Qualified Pool”) that will result in a project award for the installation of a commercially available solar photovoltaic energy generating system (“solar PV system”) at the California Department of Corrections and Rehabilitation (CDCR) site listed on ATTACHMENT 1 of this RFP. The solar PV system is to be installed, operated and maintained utilizing a third party ownership power purchase agreement business model. The project award will include a non-exclusive license to use a portion of the State owned property to install the solar PV systems (“Licensed Area”). The electricity generation output (“solar PV energy”) will be sold to CDCR under a power purchase agreement.

1.2 SUMMARY

Interested bidders must propose to finance, design, engineer, construct, install, operate, maintain, and ultimately remove a third party owned solar PV system at the C site listed on ATTACHMENT 1 of this RFP with the awarded bidder(s) to sign a long-term Solar Power Purchase Agreement (“SPPA”) and Site License Agreement (“SLA”) with the State for each site. Bidders are reminded that they will be responsible for all costs related to and necessary for the implementation of the solar PV system. Bidders should reference Exhibit “N” of the SLA (ATTACHMENT 11 of this RFP) for identification of State project administration related costs (“Transaction Fees”).

Bidders are advised that the listed sites are existing facilities located on State owned property at the address(es) shown on ATTACHMENT 1. The proposed solar PV project is a free-standing system. The estimated solar PV project size varies by site and is determined in Megawatts Alternating Currency (MW AC). The listed solar PV systems will be awarded to the successful Qualified Pool member bidder(s).

Energy consumption information provided is based on historical utility billing information, refer to ATTACHMENT 14, this information will be provided as an Addendum prior to the Mandatory Site Visit.

Qualified bidders will be requested to submit two (2) price options for the solar PV energy in cents per unit of energy for each unit of energy delivered to and metered at the point of interconnection, including the value of all environmental attributes. One option shall be a fixed price rate over the life of the Agreements with no annual price escalators, and the other option shall be a first year fixed price with a fixed annual escalator of between 0 and 2% in each subsequent year as a percentage increase over the previous year. The annual escalator shall not exceed 2%. See ATTACHMENT 8 – PRICE BID FORM for more information.

Projects will be awarded based on best Net Present Value (NPV) as established by Exhibit 8-3 submitted for the solar PV energy sold to the State host facility. Interested bidders should refer to Section 2.0 and Attachment 1 of this RFP for the scope of required services being requested under this RFP.

1.3 DEFINITIONS

- 1 "Contractor" means the solar power energy provider identified in this RFP.
- 2 "Host" or "HOST" means the State agency operating a facility at the location identified in this RFP.
- 3 "LICENSEE" means the entity which holds the license to use the Licensed Area for the Permitted Use pursuant to this SLA.
- 4 "Meter" means a device capable of collecting electricity consumption data that includes kWh AC and fifteen (15) minute or less kW AC and KVAR demands as recorded and may be transmitted or collected via telephone lines or wireless telephone.
- 5 "Net Energy Metering" means a Utility tariff or rule under which customers with qualifying renewable energy projects may "bank"(carry forward a credit) the value of renewable energy produced in periods when such production exceeds the customer's usage during that period and allows the customer to benefit from such "banked" value during periods when the renewable energy production is less than the customer's usage.
- 6 "Notice to Proceed" means written notification from the DGS to LICENSEE that LICENSEE may begin construction of the System.
- 7 "Price" means the Price, expressed to the nearest hundredths of a cent (\$.0000), to be paid by HOST to CONTRACTOR in each Contract Year for the Electricity generated by the System and delivered to HOST as provided in Section 2.2 of the SPPA.

1.4 SCHEDULE OF EVENTS

Listed below are important event dates and times associated with this RFP. **The State reserves the right to change this schedule and/or events and actions at any time during the RFP period by releasing Addenda.**

Event	Important Dates	Notes
Issue RFP	10/13/2015	
Submit Contact Information Letter to CDCR	10/02/2015	Mandatory. See <u>ATTACHMENT 2</u> .
Mandatory Site Visit and Bidder's Conference	Refer to <u>ATTACHMENT 1</u>	Bidders shall attend.
Last Day to Submit Questions	11/20/2015	In writing to RFP Administrator
Post Questions and Responses	12/04/2015	Posted to BidSync
Proposals Due	12/11/2015	To DGS by 5:00 P.M. Pacific Time.
Issue Intent to Award Notices	12/18/2015	Posted for 5 business days as per Section 3.3 of this RFP.
Official Project Award	12/28/2015	If no protest received by RFP Administrator in writing.

See alternate schedule of events in Attachment 2 of this RFP. Page 28.

Interested bidders should email questions to the RFP Administrator by the date and time as listed above. Responses to questions will be posted as addenda in BidSync.

The Site Visit and Bidder's Conference is mandatory, attendance is required. Those bidders who do not attend the Site Visit and Bidder's Conference will not be permitted to submit a price offer. Refer to ATTACHMENT 1.

1.5 ISSUING AUTHORITY AND RATIONALE

This RFP is being issued under the relevant statutory authority granted to the Director of the Department of General Services in Government Code Section 15814 and Public Utilities Code Section 388.

The Department of General Services ("DGS"), in conjunction with the participating State agencies, designed this program to install solar PVs at State facilities where feasible utilizing the third party ownership power purchase agreement business model to achieve executive and legislative policy goals and objectives related to energy and the environment at no cost to the State. The current cost of procuring and operating solar PV systems makes it difficult if not impossible for State agencies to justify the purchase of solar PV systems when compared to the cost of electricity purchased under the otherwise applicable utility tariffs from the serving utilities.

Also, applicable federal tax credits and accelerated depreciation allowances as established by the federal government are un-accessible by State agencies. These are understood to be significant incentives which help to reduce the net cost of procuring and installing clean and/or renewable energy generating systems.

The rationale for pursuing this business model is to allow qualified private sector companies, such as those responding to this RFP, to pass on these incentives to the State host facility through comparable solar PV energy costs on a cents per kilowatt hour (kWh) basis, kilowatt representing 1,000 watts capacity measured in alternating current. An additional advantage to the State is that the operations and maintenance of the solar PV is the responsibility of the third party at their expense with no impact to the State host facility's maintenance and operations budget.

1.6 TIME PERIOD COVERED BY AGREEMENTS

The term of the solar PV agreements for the installation of the proposed solar PV project and sale of solar PV energy shall be 20 years from the establishment of the Commercial Operation Date (COD), the date that LICENSEE notifies the DGS the system is operational.

1.7 ELIGIBLE BIDDERS/TEAMS

As this RFP is being released to the qualified pool, all pool members are reminded to update and submit the Veracity Statement (ATTACHMENT 3). The bidder or bidding team that was qualified through the RFQ for Solar Photovoltaic Energy 2015 and was selected to be a member of the Qualified Pool will be delivering the solar PV system for the awarded project under this RFP. Any changes to the bidder or bidding team

responding to this RFP made since the Qualified Pool was established will be subject to the review of the State. The State reserves the right to reject the substitute or added team member and the proposal in its entirety, which may lead to a disqualification and removal from the Qualified Pool. Each responding bidder to this RFP must declare in the Veracity Statement (see ATTACHMENT 3) whether they have or have not changed, added, or subtracted from their team as it was originally selected as a member of the Qualified Pool. If changes were made, these changes must be noted in the Veracity Statement, which may then be subject to request for additional information for review.

1.8 ROLES AND RESPONSIBILITIES

State Agency/Host Site/Department

- Nominate and approve candidate sites.
- Provide information and relevant data as requested.
- Host site visits.
- Review site-specific proposals, including technical description, installation plans, system operations and solar PV power prices.
 - Make final acceptance decision on proposed projects and price offers.
 - Execute solar PV agreements.
 - Make best efforts to facilitate and support the installation of the solar PV in accordance with the solar PV agreements.
 - Pay for the solar PV energy pursuant to the terms of the power purchase agreement.
 - Manage partnership with third party pursuant to the solar PV agreements.

Department of General Services

- Prepare the RFP and solar PV agreements.
- Manage the RFP solicitation process and proposal review panels.
- Work with State agencies and/or Departments to obtain Department of Finance transaction approvals for each State site as necessary.
- Manage the processing and execution of the solar PV agreements for each project.
- Recover costs of DGS program support services through Transaction Costs.
- Manage tasks for each project's due diligence, environmental, and design review, and construction inspection and acceptance.
- By arrangement with host site, and pursuant to the solar PV agreements, review billings where there are disputes, special requests, and/or to monitor program performance.
- Provide program support and assistance as necessary and requested.

3rd Party Solar PV Service Providers

- Determine technical and economic feasibility of proposed projects and submit price offers pursuant to the RFP.
- Execute the solar PV agreements after project award.
- Finance the system installation.
- Pay transaction costs pursuant to the energy agreements.
- Design the installation for site-specific conditions and provide complete information and documentation to facilitate reviews and construction inspections.

- Apply for and secure any and all environmental permits as necessary and/or required.
- Construct and install system equipment in compliance with approved plans, specifications and applicable California Building Codes and regulations, as well as any and all State host facility requirements.
- Apply for incentives and interconnection pursuant to utility or incentive program requirements.
- Install system metering and interconnection to utility grid pursuant to requirements.
- Own, maintain and operate the system for the term of the solar PV agreements.
- Bill host site for solar PV energy produced.
- Be familiar with, and knowledgeable of, all requirements of the solar PV agreements, and adhere to these requirements.

In all cases each participating State agency or Department retains the final decision whether to enter into an agreement for the installation of a solar PV system and purchase of solar PV energy for each listed State host facility.

1.9 REQUIRED DOCUMENTATION

The following documents will be required of the winning bidder for the eventual transactions in this program:

- Site License Agreement (SLA) between HOST,DGS, and 3rd Party (see ATTACHMENT 11).
 - Solar Power Purchase Agreement (SPPA) between HOST and 3rd Party (see ATTACHMENT 10).
 - Design and installation documentation (see SLA Exhibit F - Project Design & Installation Process).
- 1 Proof of contractor's liability and workman's compensation insurance (see Section 4.4 Insurance). Insurers shall have a current A.M. Best's ratings of no less than A:X.
- Performance bond (see SLA Section 7.6) for each solar PV system for State host facility staff.

Winning bidder will be responsible for obtaining several utility documents that need to be processed in order to install the solar PV system. These include the following:

- Incentive application for solar PV incentives.
- Interconnection agreements.
- Any documents related to Proof of Project Advancement.
- Incentive agreement and award.

The State host facility and/or Department will receive from the winning bidder copies of the final executed documents for each document listed above including As Built plans for each installed solar PV system.

The State will not accept alternative language for the SLA or SPPA from a prospective bidder. A proposal with such language will be considered a counter

proposal and may be rejected on that basis alone at the sole discretion of the State. The State's General Terms and Conditions are not negotiable.

After the awards have been made, the State will designate or identify a single DGS contact person to coordinate subsequent discussion with the final successful bidder(s), coordinate site access, facilitate detailed design and installation determinations, and execute the solar PV agreements. The DGS will originate and coordinate the execution of the solar PV agreements, and any other tasks and activities as requested or designated by each State host facility and/or Department.

1.10 OTHER CONSIDERATIONS

California Solar Initiative (CSI) Incentive Program or Other Incentive Applicability and Limitations

The program assumes that all participating State host facilities and/or Departments will take maximum permissible advantage of California solar PV incentives for the installation of solar PV systems, as offered by each utility service entity or any other granting authority. All bidders should seek to take maximum advantage of any other applicable incentives, such as state and federal tax credits and any allowable accelerated depreciation. To the extent that the utility customer of record must apply for any California incentives, this RFP assumes that the State host facilities or Departments will assign these to the final successful bidder as per the solar PV agreements.

Bidders should anticipate that reservation requests or applications for utility incentives related to solar PVs (i.e. the California Solar Initiative Incentive Program) have not been submitted nor secured for the State host facilities listed in ATTACHMENT 1. The State will not be responsible for the payment of any incentive deposits or fees. It is recommended that bidders account for the required solar PV incentive reservation deposit as a part of the project cost.

In the event that the rules and regulations associated with the California Solar Initiative (CSI) Incentive Program or other relevant incentive program change, as mandated by the California Public Utility Commission (CPUC) and as it relates specifically to any energy efficiency requirements, and if the State host facility is deemed to not be in compliance with any new requirements as such, the State host facility will evaluate the feasibility and timing of complying with these new requirements, and at their sole discretion will decide to either implement the necessary energy efficiency requirements, or terminate the Solar PV agreements.

Taxes on Solar PV Power Sales

Bidders are advised that they are responsible for any and all tax obligations associated with the sale of solar PV power to the State host facilities including any city energy/utility users tax on solar PV energy purchased from 3rd Party on-site solar PV service providers. The State typically does not pay these fees, and no such fee will be collected for solar PV power generated and sold by the 3rd Party.

Transaction Cost Payments

The State host facilities and Departments that are participating in this RFP and subsequent solar PV projects will incur costs to administer these projects. These costs will be recovered by inclusion in the bidder's project costs and paid by invoice submitted by the State agency and/or Department or DGS to the Contractor. Each bidder should include in its cost analysis and price bid an allowance for the costs listed in Table 1 to be paid by the final successful bidder over the course of the design and installation of each project.

Construction Inspection costs include travel time. The weekly cost is based on an estimate of having a construction inspector on site 8 hours per day for the entire working week (5 days). The actual construction inspection cost will be calculated prior to issuing the Notice to Proceed to Construction and submitted as a line item on the invoice request for payment.

Transaction Costs will be identified and calculated on a per project basis. Should the project be abandoned by the Contractor during the construction and installation of the solar PV system, Transaction Costs paid to the State are refundable only to the extent they have not been incurred.

Bidders will also be responsible for all costs associated with the electrical interconnection as required by the serving utility, including any costs associated with required studies and interconnection fees.

Table 1 - Project Transaction Costs to be Reimbursed to DGS

Cost per PV System Type		
Fee Category	Parking Canopy	Ground Mount
CEQA Environmental Review and Approval	\$10,000	\$10,000
Project Management/Coordination	\$20,000	\$30,000
Design Review and Approval	\$10,000	\$10,000
Due Diligence	\$10,000	\$10,000
Totals	\$50,000	\$60,000
Inspection Costs Per Week of Construction Operations		\$ 6,500

2.0 PRODUCTS AND SERVICES REQUESTED

2.1 REQUIRED & PERMISSIBLE PRODUCTS AND SERVICES

Project Description

System Design - Ground Mount PV system

Project Finance, Design and Installation

The products and services required by this RFP are for the finance, design and installation of a solar PV system at the CDCR sites listed on ATTACHMENT 1 of this RFP, and the sale of the power generated by the solar PV systems to the State host facility under a power purchase agreement. The final successful bidder(s) is expected to own, operate and maintain the solar PV system for the term of the agreements. Bidders must clearly identify in their bid response the member of the bidding team who will retain ownership. Bidders should review **SLA Section 5** regarding the State's requirements as it pertains to the financing of the solar PV system.

All solar PV systems will be designed and installed in accordance with all applicable California Building Codes, State host facility or Department requirements, and any other applicable rules or regulations. The interconnection facility will be designed to meet the interconnection requirements of the serving utility. Unless otherwise deemed necessary, all solar PV systems will be installed under a Third Party Non-Exporting Generating Facility Interconnection Agreement, or equivalent. It is intended that all of the solar PV energy will be entirely consumed by the State host facility. The solar PV system, by definition, includes the interconnection facility, for which the solar PV system owner retains ownership as well as full and complete responsibility.

In the event that the interconnection of the solar PV system must be installed under the applicable utility's net energy metering tariff and agreement, the successful bidder will be expected to comply with Section 3. of the SPPA (ATTACHMENT 10 of this RFP). Bidders should also be advised that the solar PV agreements require that the Contractor is at all times, during the term of the agreements, responsible for the entire solar PV system, which includes the interconnection facility, regardless of which interconnection agreement is utilized.

Please review the approved CPUC Advice filings posted on the SCE and PG&E utility's websites. Advice Filing Subject: Supplemental Filing to Modify Advice 3093-E, Tariff Modifications Necessary to Implement the Net Energy Metering Provisions of Senate Bill 862 for the California Department of Corrections and Rehabilitation

The Link for SCE Tier 2 AL 3093-E-A

<https://www.sce.com/NR/sc3/tm2/pdf/3093-E-A.pdf>

The link for PG&E Tier 2 AL 4617-E

http://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4617-E.pdf

Exhibit F - Project Design and Installation Process and Milestone Schedule, of the SLA, explains the State's process for the design, review, installation and acceptance of the equipment being installed and modifications to the State host facilities.

Bidders should assume that no pre-feasibility study has been conducted to evaluate the location and conditions of the State host facilities offered in this solicitation. Interested bidders will be responsible for ascertaining relevant site conditions and making their own finding of appropriate solar PV system installation conditions *prior to submitting price offers*. The State includes the listed State host facilities in an "as is" state of condition, and bidders should not anticipate that the State host facilities will make any accommodations or efforts to assist in establishing feasibility of installation of the solar PV system. Interested bidders are advised that any and all costs associated with the design, installation and construction, operation, and maintenance of the solar PV system are the responsibility of the Contractor.

Alternating Current Power Delivery Only

All proposals must be for solar PV power delivered on an alternating current (AC) power basis and interconnected into the State host facility. The power delivered to the State host facility will meet established standard requirements for power delivery and consumption in terms of voltage levels, voltage frequency, amperage, and power quality. The required voltage service level for delivering electricity to the State host facility will be established during the site visits and posted to BidSync via addenda.

No Provision For A "Solar PV/Energy Efficiency Bundle"

No bundling of energy efficiency measures will be permitted in this procurement. Bidders should assume that each State host facility has either conducted an energy audit in the past three years, will be conducting an energy audit, has recently installed energy efficiency measures, or will be installing energy efficiency measures, in line with any requirements associated with any applicable California incentive program (for the utility service territories affected by these requirements).

No Discouragement of Separate Efficiency or Distributed Generation Actions

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

2.1 STATE SOLAR PV SYSTEM INSTALLATION REQUIREMENTS

Bidders are advised to review ATTACHMENT 5, General Installation Requirements for participating State facilities, for additional information regarding solar PV installation specifications that will be required at each State host facility. Each State host facility may further communicate any additional special installation specifications and requirements which will be documented as addenda in BidSync, and included in specifications for the SPPA and/or SLA.

2.1 SOLAR PV SYSTEM SPECIFICATIONS

Bidders are advised to review ATTACHMENT 6, Technical & Installation Specifications, for additional information regarding solar PV technical and installation specifications that may be required at each State host facility. Each State host facility will further communicate any additional special installation specifications and requirements which will be documented as addenda in BidSync and included in specifications for the SPPA and/or SLA. Responses to this RFP must include all processes and equipment needed to produce solar PV generated electric power suitable for use by the electrical system of the State host facility. Solar PV system specifications shall be in compliance with any and all requirements for the installation of solar PV systems as established by the California Solar Initiative Incentive Program, the California Public Utilities Commission (CPUC), the California Energy Commission (CEC), or any other authority having relevant jurisdiction. The design of integrating the solar PV system with other existing on site power sources (e.g. emergency back up generation) or building systems will be the responsibility of the Contractor. Final project installation proposals must include all costs to achieve commercial operation.

2.2 GUARANTEE OF MINIMUM OUTPUT PERFORMANCE

The State has an expectation with regards to the amount of solar PV energy that will be delivered by each solar PV system based on awarded projects and as per the executed solar PV agreements. Each bidder must state a quantity of power (expressed in kWh) they expect to deliver during commercial operations. Moreover, each bidder must be prepared to guarantee a minimum output performance from the solar PV system for each fiscal year during the term of the solar PV agreements, at a minimum level equal to 80% of the stated expected performance output (see ATTACHMENT 7 - Proposal Form 1 – Technology Description and ATTACHMENT 8 - Proposal Form 2 – Bid Price Form). Bidders should review SPPA Section 6 for more information regarding the Guaranteed Electricity Production (GEP).

2.3 FORM OF PRICE BID

This RFP seeks price offers on a cents per kWh basis, as defined in Section 1.3 of this RFP, for the generation and delivery of solar PV energy to the metered point of electrical interconnection, for a contractual term not to exceed 20 years from the establishment of the Commercial Operation Date. The price will include any/all Renewable Energy Credits (RECs) generated by the final system installation. Bidders are to submit firm and specific price bids in accordance with this section and Proposal Form 2 – Price Bid Form and (Exhibit 8-1, Exhibit 8-2 and Exhibit 8-3).

Price Bid Form Options

Refer to ATTACHMENT 8, Proposal Form 2 – Price Bid Form. The required form of the price bid for the solar PV energy delivered and sold as per the SPPA to State host facilities listed in this RFP is a fixed price rate with no annual escalation factor (cents per unit of energy) for each unit of energy delivered to and metered at the point of interconnection, including the value of any environmental attributes, for the duration of the Agreements. This will be the fixed price rate.

In addition, and if desired, bidders can submit a price bid estimate using an annual escalation factor of between -2% & 2 %, or tiered with a fixed price from years 1-10 and fixed price for years 11-20 (or 11-25 if 25 year term). If submitted, this will be the escalating price rate.

Price offer submittals are due on December 11, 2015 pursuant to the RFP Schedule of Events. Bidders will submit Proposal Form 1 – Technology Description, Proposal Form 2 – Price Bid Form, and Proposal Form 3 – Contractor Documentation in order to be deemed a complete price offer submittal.

Effective Period of Price Bids:

Bid prices must remain in effect for at least 90 days from the required date of proposal submission. Bid prices must also remain in effect for 120 days after bid award to the final successful bidder to complete the solar PV agreements.

3.0 EVALUATION PROCESS/ PROPOSAL SELECTION

3.1 PRICE REVIEW CRITERIA

Prices will be reviewed to ensure that they meet the price bid form as established in Section 2.5 of this RFP. The RFP project award will be based on the best value as described below.

The NPV of each option offered will be calculated based on a discounted cash flow analysis by multiplying the annual unit price by the annual expected generation output from the solar PV system and repeating this calculation for each year for the term of the agreement taking into account the annual expected rate of degradation of the solar PV system and any unit price escalator, then adding the calculations for each year to arrive at a total contract price cost, see Exhibit 8-3.

All bid responses will be evaluated and ranked according to their NPV savings achieved by the PV system installation. The final successful bidder will be selected as that otherwise responsive bidder that submitted a proposal that resulted in the highest Net Present Value (NPV) of savings achieved by the PV system installation over the Agreement term. In the event of two equal NPV calculations, the State shall award based on the lowest first year price per kWh.

Bidders must provide information that validates the annual expected solar PV power output submitted with their bid response (ATTACHMENT 7 - Proposal Form 1 – Technology Description and ATTACHMENT 8 – Proposal Form 2 – Price Bid Form).

Bidders are advised that the State reserves the right to accept or reject any and all price bids submitted under this RFP. The acceptance or rejection of a project award will be made by each Department or State agency.

3.2 NO CONFIDENTIAL OR PROPRIETARY BIDDER INFORMATION

RFP responses are public upon opening; however, the contents of all RFP Responses shall be held in confidence until the Notice of Intent to Award is posted as noted below.

After the Notice of Intent to Award is published, all RFP responses become public records and shall be released or withheld in accordance with the California Public Records Act (Government Code Section 6250 et seq.).

3.3 AWARD

Notice of Award

The Notice of Intent to Award shall be posted in a public place in the office of DGS Procurement Division for five (5) business days prior to awarding the project and signing agreements. Additionally, the Notice of Award will be posted on BidSync.

If no protest is received in writing or email within these five (5) business days, the protest period ends and the project award becomes official.

4.0 STATE PROCUREMENT REQUIREMENTS

4.1 GENERAL RULES

Submission of RFP Response

All RFP responses must be submitted in a **sealed** package and sent to the RFP Administrator by the date and time as established in Section 1.4 Schedule of Events. RFP responses not submitted in a sealed package will be rejected. Four (4) copies (original plus three copies) and one electronic copy on CD or DVD must be submitted.

The sealed package must be plainly marked with the RFP number and title, must show the firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFB for Solar PV Energy – CDCR Portfolio
Attention: Gonzalo Caceres, RFP Administrator
Department of General Services
707 Third Street, 4th Floor, MS 4134
West Sacramento, CA 95605-2811

DO NOT OPEN

RFP responses will only be accepted from qualified pool members which attend the mandatory site visit for the location identified in ATTACHMENT 1 of this RFP.

General RFP Administrative Requirements

- a) Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be submitted in writing no later than the date indicated in the Schedule of Events. All written questions should be submitted via email to the RFP Administrator, which shall be collected and published on BidSync as Addenda to the RFP. **In no event can a bidder rely on oral representations.**
- b) All RFP responses shall include the documents identified in Section 5 of this RFP. Responses not including the required documents shall be deemed non-responsive. A non-responsive RFP response is one that does not meet the basic RFP response requirements and will be rejected.
- c) A RFP response will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all RFP responses and may waive an immaterial deviation in a RFP response. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- d) In the event all RFP responses are rejected or the State determines alternative solutions are in its best interest, the State may cancel this RFP and pursue alternative sourcing options. **The State is not required to issue an award under this RFP.**

- e) Costs incurred for developing RFP responses and in anticipation of award are entirely the responsibility of the bidder and shall not be charged to the State of California.
- f) A bidder may modify a RFP response after its submission by withdrawing its original RFP response and resubmitting a new RFP response prior to the RFP response submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- g) A bidder may withdraw its RFP response by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new RFP response prior to the RFP response submission deadline. RFP responses may not be withdrawn without cause subsequent to RFP response submission deadline.
- h) The State may modify the RFP prior to the date fixed for submission of RFP Responses by the issuance of a written addendum to all registered bidders. Addenda will be dated and posted to BidSync.
- i) The State may make such investigations as deemed necessary to determine the ability of the responding firm to perform the work as indicated in this RFP, and the responding firm shall furnish all such information and data for this purpose. The State reserves the right to reject any RFP Response made pursuant to this RFP if the evidence submitted by, or investigation of, such responding firm fails to satisfy the State that such responding firm is properly qualified to carry out the obligations of the solar agreements and to implement the work specified.
- j) The State does not accept alternate contract language from a prospective contractor. A RFP Response with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- k) If selected for award of this project, the awarded bidder shall not issue without prior written consent from HOST and DGS, any news releases or other statements pertaining to the award.

One Proposal per Project per Bidder

A bidder may submit only one response for the project as described in this RFP.

Duration of Proposals

The prices and capacities indicated in responses to this RFP shall be deemed to continue in effect as per Section 2.5 of this RFP, unless the State agrees in writing to a change.

Delivery of Proposals

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

Authorized Signature

An individual who is authorized to bind the proposing firm contractually shall sign all documents including the CCC-307 – Contractor Certification Clauses (ATTACHMENT 11 – SLA, Exhibit M). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

Bidder Due Diligence

Before submitting a response to this solicitation, bidders should thoroughly review and identify any and all errors or omissions for clarification and confirm compliance requirements with the RFP. Bidders should submit relevant inquiries to the RFP, RFP requirements, and solar PV agreements in a timely manner in accordance with this RFP and the RFP schedule.

4.2 SOLAR POWER PURCHASE AGREEMENT TEMPLATE

A draft Solar Power Purchase Agreement (“SPPA”) template is presented in ATTACHMENT 10. The terms of the SPPA include a definition of the scope of work, pricing mechanism, billing requirements, general terms and conditions, and special terms and conditions, including termination rights, events of default, default remedies, assignment of solar PV agreements, and termination fee. Bidders shall clearly identify the person or persons or business entity that will sign and be responsible for complying with the terms and conditions of the SPPA.

4.3 SITE LICENSE AGREEMENT TEMPLATE

A draft Site License Agreement (“SLA”) template is presented in ATTACHMENT 11. The terms of the SLA include the term of the agreements, requirements for the use of the State host facility, construction and installation requirements, operations and maintenance provisions, insurance requirements, and end of term provisions, including option to buy out. The attached exhibits to the SLA further describe the solar PV systems to be installed, and facility access procedures. Bidders should note in particular Exhibit N -Transaction Costs and Exhibit F - Design and Installation Process and Milestone Schedule. Bidders shall clearly identify the person or persons or business entity that will sign and be responsible for complying with the terms and conditions of the SLA.

4.4 INSURANCE

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

Acceptability of Insurers

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

Verification of Coverage

Upon contract award, Contractor shall furnish the State with original certificates from Contractor's insurance provider ensuring the Contractor is insured, current on payment of insurance, and meets minimum requirements as stated below:

- General Liability (including operations, products, and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Property Insurance: Fire and Extended Coverage in an amount sufficient to reimburse LICENSEE for the cost of replacing and reinstalling all of its equipment, fixtures, and personal property located on or in the Licensed Area.

Subcontractors

The State reserves the right to evaluate and approve subcontractors. LICENSEE shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the State of California and DEPARTMENT for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 CONTRACTOR'S LICENSE INFORMATION

Bidders will be required to comply with the Special Conditions requirements (Contracting License and Worker's Compensation). See Proposal Form 3 - Contractor Documentation (ATTACHMENT 9).

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and certification(s) required by law for accomplishing any work required in connection with the solar PV agreements.

The following license(s) is required for this solicitation:

- At a minimum, the installation contractor must have a C-10 Electrical Contractor or C-46 Solar Contractor license.
- Any licensing or certification requirements as developed and required by the California Energy Commission (CEC) for the receipt of California Solar Initiative

solar incentives. These may include, but not necessarily limited to, an active A (General Engineering Contractor, where applicable to unique projects), B (General Contractor), C-10 Electrical Contractor license, or a C-46 Solar Contractor license for photovoltaic systems. For ground-mounted solar installations, a Class B license is required.

- Any company that sub-contracts installation work to a C-10 or C-46 contractor must have a “B” license.

In addition to these contractor license requirements, the Contractor will be required to submit all solar PV system plans, engineering calculations, soils testing/geotechnical analysis reports, and drawings with the stamp of the engineer of record, in order to receive approval from the State and be issued a Notice to Proceed to construction. The engineer of record must be a professionally licensed engineer with an active license to practice engineering in the State of California, and must be in good standing.

4.6 PREVAILING WAGES

The Contractor, and any subcontractor thereof, shall pay the rate of wages for regular, overtime and holiday work plus employer payments for all benefits generally prevailing in the locality in which the work is to be performed, to the extent required by law, as per the solar PV agreements. This requirement shall include all crafts, classifications or types of workmen used on the ordering agency premises at the point of delivery by the Contractor, or subcontractor, for the assembly and installation of the materials purchased and/or services provided under this agreement including operations and maintenance for the duration of the contract. Contractor shall comply with the Laws and Regulations governing the payment of prevailing wage as identified in the Labor Code and applicable law.

Bidders are advised that the determination and establishment of prevailing wage requirements for each project are the responsibility of the final successful bidder(s).

Payee Data Record (STD 204)

Upon execution of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding State agency or Department.

4.7 PERFORMANCE AND PAYMENT BONDS

Before starting construction and installation, the Contractor must provide a Performance and Payment Bond in an amount sufficient to complete construction or remove the PV system, at the state’s option. The actual amount will be determined after the design plans have been approved and prior to the issuance of the Notice to Proceed to Construction.

4.8 WORKER'S COMPENSATION CERTIFICATION

By signing and submitting a proposal, the bidder certifies that they are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of the solar PV agreements, and submit evidence to meet this requirement. Any and all relevant documents and/or certifications that demonstrate compliance with this requirement shall be submitted upon request.

4.9 PREFERENCE PROGRAMS

Disabled Veterans Business Enterprises Program Requirements (DVBE)

DVBE is applicable to this RFP. Bidder's responding to this RFP must commit to a minimum 3% DVBE participation for the proposed solar PV projects identified in this RFP, in terms of total project cost (not including incentives, tax credits, or transaction costs). All bidders should consult the following web site for specific DVBE preference program information: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Pursuant to California Code of Regulations (CCR) 1896.60 et seq., bidders claiming to meet the DVBE goal participation requirements must be prepared to demonstrate the DVBE subcontractors are performing work that is reasonable for this Contract and is of a commercially useful function. Bidders shall comply with the State of California - DVBE requirements and are required to submit Respondent Declaration GSPD-05-105 in the RFP response. The link for this document is at the following location:

Respondent Declaration GSPD-05-105

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

If bidder is not a DVBE and did not have a DVBE on the team that qualified for the 2015 Pool of Qualified Solar Vendors, bidder may still submit form GSPD-005-105 as is. If awarded the project, DGS will require that bidder or bidder's Contractor show proof that the minimum participation of 3% has been met before allowing the system to become Commercially Operational.

Bidders who have been certified by California as a DVBE must also submit a completed form(s) Std. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Bidders can obtain a copy online at:

www.documents.dgs.ca.gov/pd/poliproc/STD-843.pdf.

At the State's option prior to award, bidders may be required to submit additional written clarifying information regarding compliance with this requirement. Failure to submit the requested written information as specified may be grounds for bid rejection.

Small Business Preference

Bidders may apply for the Small Business (SMBus) preference. Please refer to the following link for more information: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Target Area Contract Preference Act (TACPA) –

<http://www.pd.dgs.ca.gov/edip/tacpa.htm>

5.0 BIDDER PROPOSAL REQUIREMENTS

5.1 MANDATORY FORMAT OF RFP RESPONSE

Preparation

The RFP response shall be prepared in accordance with this section. Bidders should submit only the documents as required by this section. Bidders should utilize the required documents as attached to this RFP in the ATTACHMENTS, or as downloaded from the provided links.

RFP Response Format

All submittals are required to follow the mandatory format presented below. RFP responses shall be presented in 8.5 in. by 11 in. format, unstapled and unbound. Do not include any colored displays or promotional materials in the RFP Response. RFP responses shall comply with the requirements of Section 4 of this RFP.

RFP Response Elements

To Be Submitted Prior to the Site Visit:

- Contact Information Letter

To Be Submitted with your Bid Proposal:

The following documents must be submitted to the RFP Administrator by 5:00 pm PT, **Friday, December 11, 2015**.

Cover Letter

All bidders are required to submit a signed cover letter to be attached to the front of their RFP response document. The signature on the cover letter shall be from the lead bidder or a duly authorized party representing the bidder and the bidder's proposal. The cover letter shall include the following information:

- Name of the RFP for which the response is submitted
- Name, address and phone number of bidder
- Name, phone number and email address of contact person
- Date submitted

Do not include price offer information in the cover letter. The cover letter should identify the documents that are attached as part of the RFP response.

The cover letter shall include the following statement:

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

The cover letter shall also include the following statement:

Bidder warrants that Prevailing Wages will be paid during construction/installation and for the term of the contract.

Bidder understands that solar pv system will not become Commercially Operational until proof has been provided to RFP Administrator that bidder/Contractor has met the 3% minimum DVBE participation requirement.

Veracity Statement

Darfur Contracting Act

Proposal Form 1 – Technology Description

Proposal Form 2 – Price Bid Form & Exhibits 8-1, 8-2 and 8-3

Insurance Letter

Proposal Form 3 – Contractor Documentation

Respondent Declaration GSPD-05-105 (see Section 4.9)

Disabled Veteran Business Enterprise Form Std. 843 (see Section 4.9)

Optional Documents:

- Small Business Preference Documentation
- Target Area Contract Preference Act Documentation

Optional Documents should be submitted as applicable.

ATTACHMENTS 1 - 11

ATTACHMENT 1 - RFP SITE LIST

ATTACHMENT 2 - CONTACT INFORMATION LETTER

ATTACHMENT 3 - VERACITY STATEMENT

ATTACHMENT 4 - DARFUR CONTRACTING ACT

INSURANCE LETTER

ATTACHMENT 5 - GENERAL INSTALLATION REQUIREMENTS

ATTACHMENT 6 - TECHNICAL & INSTALLATION SPECIFICATIONS

ATTACHMENT 7 - PROPOSAL FORM 1 - TECHNOLOGY DESCRIPTION

ATTACHMENT 8 - PROPOSAL FORM 2 - PRICE BID FORM

ATTACHMENT 9 - PROPOSAL FORM 3 - CONTRACTOR DOCUMENTATION

ATTACHMENT 10 - SOLAR POWER PURCHASE AGREEMENT TEMPLATE

ATTACHMENT 11 - SITE LICENSE AGREEMENT TEMPLATE

ATTACHMENT 12 - CALIFORNIA'S GENERAL TERMS & CONDITIONS

ATTACHMENT 13 - AERIAL PHOTO OF PROJECT SITE

ATTACHMENT 14 - BILLING INFORMATION

ATTACHMENT 1 - RFP SITE LIST

Site #	Facility Name	Address	Option	Size (Megawatts)	Utility	Site Visit Date *	Site Visit Time *
1	California State Prison, Solano	2100 Peabody Road, Vacaville, CA 95696	G & C	G = 1.50 C = 1.50	PG&E	TBD	TBD
2	Ironwood State Prison	19005 Wiley Well Road, Blythe, CA 92226	G	2.00	SCE	TBD	TBD
3	Chuckawalla Valley State Prison	19025 Wiley Well Road, Blythe, CA 92225	G	3.00	SCE	TBD	TBD
4	California Correctional Institution	24900 Highway 202 Tehachapi, CA 93561	G	10,000,000 kWhr	SCE	TBD	TBD
5	Kern Valley State Prison	3000 West Cecil Avenue, Delano, CA 93216-6000	G	3.00	SCE	TBD	TBD
6	California Men's Colony	Highway 1, San Luis Obispo, CA 93409	G & C	G = 1.00 C = 2.30	PG&E	TBD	TBD
7	Correctional Training Facility	Highway 101 North, Soledad, CA 93960	G	5,000,000 kWhr	PG&E	TBD	TBD
8	Salinas Valley State Prison	31625 Highway 101, Soledad, CA 93960	G	8,000,000 kWhr	PG&E	TBD	TBD
9	Valley State Prison	21633 Avenue 24, Chowchilla, CA 93610	C	2.15	PG&E	TBD	TBD
10	California State Prison, Corcoran	4001 King Avenue Corcoran, CA 93212	C	3.00	PG&E	TBD	TBD

G = Ground Mount. C = Canopy.

CCI, CTF, and SVSP have hard limits for allowable system size. The limits reflected are the maximum allowable kWhrs for the first year of electrical production.

*Please see bolded language on the following page, Attachment 2, regarding site visits.

ATTACHMENT 2 – CONTACT INFORMATION

This information is required 10 days prior to site visits.

Refer to Attachment 1 to determine site location as well as date and time of the site visit.

Because these projects have been previously bid and there is a significant amount of information available for these projects, the site visits are not mandatory.

If you wish to participate in a physical site visit, please contact the RFP Administrator by October 16, 2015. Visits could be scheduled the week of November 2 – 6.

Because these site visits are voluntary, if all 2015 Pool Members choose to forego the site visits, we can allow Members to submit any Questions by 5PM, Pacific Time on Friday, October 30, 2015.

DGS would reply to those by 5PM, Pacific Time on Friday, November 6, 2015.

Bid submittals would then be due to DGS by 5PM, Pacific Time on Friday, November 13, 2015.

DGS would review those bids and announce its intent to award by 5PM, Pacific Time on Monday, November 24, 2015.

Without a protest, these projects could officially be awarded by 5PM, Pacific Time, on December 1, 2015.

See sample Contact Information Letter on the following page.

MONTH, DAY, 2014

Department of General Services
707 3rd Street
West Sacramento, CA 95605
Attention: Gonzalo M. Caceres

CONTACT INFORMATION FOR SOLAR ENERGY SITE VISITS

Dear Mr. Caceres -

This is to notify you that it is our intent to attend the site visit identified in the **CDCR RFP**.

I also understand that we are required to submit the contact information listed below for our representative(s) who will be in attendance.

Place an X over sites to be attended: 1 2 3 4 5 6 7 8 9 10

Attendee #1

- Full Name – First Middle Last
- Cell Phone Number
- Business Name and Address
- Equipment List (camera – need make, model, serial number, measuring tape, etc)

Attendee #2

- Full Name – First Middle Last
- Cell Phone Number
- Business Name and Address
- Equipment List (camera – need make, model, serial number, measuring tape, etc)

We understand that we are limited to **2** representatives for the site visit.

Regards,

[Name]

[Date] _____

[Signature]

[Company Name]

[Contact Information]

[E-mail Address]

ATTACHMENT 3 - VERACITY STATEMENT

(Must be submitted with Bid Proposal)

Statement of Veracity

I certify under penalty of perjury that the information I have included and will include in all **Response to Request for Proposals (RFP) for Solar PV Energy** is true and complete to the best of my knowledge.

[Keep this paragraph if applicable. Delete this paragraph if you have changes to report]
I further certify as a member of the Qualified Pool established under the **RFQ for Solar Photovoltaic Energy 2015** that my team members and/or partners, as applicable, who qualified with me as a member of the Qualified Pool has not changed, either through added, departed, or substituted team members or partners.

[Use this paragraph if you have changes to report]
I am using this Veracity Statement to inform the RFP Administrator that my team members and/or partners, as applicable, who qualified with me as a member of the Qualified Pool **has** changed, either through added, departed, or substituted team members or partners. Please refer to the documents submitted with this Veracity Statement for a list of changes. I understand the RFP Administrator will verify that my team remains qualified for the work proposed in this RFP. I will provide any necessary documents required to satisfy that requirement.

I further understand that any false, incomplete, or incorrect statements may result in my disqualification from participating in the **RFP for Solar PV Energy**. I authorize the participating agents, team members and/or partners that represent me as a member of the Qualified Pool to release any information they may have to the State of California upon request concerning the submitted information in this RFP Response.

Signature

Title

Date

ATTACHMENT 4 - DARFUR CONTRACTING ACT

(Must be submitted with Bid Proposal)

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a RFP Response or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

#1 _____ We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the
 United States.

OR

#2 _____ We are a scrutinized company as defined in Public Contract Code
 Initials Section 10476, but we have received written permission from the
 Department of General Services (DGS) to submit a RFP Response
 or proposal pursuant to Public Contract Code section 10477(b). A
 copy of the written permission from DGS is included with our RFP
 Response or proposal.

OR

#3 _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 but we certify below that we are not a scrutinized company
 as defined in Public Contract Code section 10476.

CERTIFICATION for # 3 Above

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed in #3 above. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

Your RFP Response or proposal will be disqualified unless your RFP Response or proposal includes this form with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.

ATTACHMENT 5 - GENERAL INSTALLATION REQUIREMENTS

These "General Installation Requirements" should be taken into consideration by bidders to better prepare bid responses. These general installation requirements should be considered as requirements in addition to all applicable California Building Codes and Standards that will affect the design, construction, installation and operation of the proposed solar PV system.

- 1) As a key step in the acceptance and sign off of the solar PV system, the contractor must demonstrate that the solar PV system will not interfere with the operation of any emergency diesel back up generators. This demonstration will be in the form of actual tests as directed by the Facilities Manager and/or Director or designated staff. These generators are tested at least monthly and must come on line as expected during a loss of utility power service.
- 2) Contractor must provide at least 30 days notice to HOST and DGS prior to disrupting utility electrical service for the purpose of electrically interconnecting the solar PV system, and clearly communicate the duration of the outage. Once a date for service shut off is set, Contractor must perform the electrical interconnection on this date.
- 3) For installations that affect parking, scheduling and coordination of closing off the affected parking areas must be closely coordinated with the host facility and/or facilities management. Solar PV system equipment located in parking areas will also be subject to an access compliance review to ensure that the installed system maintains the appropriate path of travel for handicapped persons.
- 4) Each site will provide its own specific construction specifications for each solar PV project. Bidders should discuss any special considerations for construction, installation and operation of the solar PV systems at the time of the site visit and ensure any questions are submitted and answered on BidSync. **In no event can a bidder rely on oral representations.**
- 5) The issuance of the Certificate of Completion requires the approval of the State construction inspector and the utility having jurisdiction over the electrical interconnection of the solar PV system for grid parallel operation.

In all cases, safety program documentation must be developed and submitted as part of the construction schedule for review and approval. The safety program documentation should include how construction and installation personnel will conduct themselves and manage the job site in a safe and appropriate manner.

In order to issue a Notice to Proceed to construction, all construction plans and drawings must be reviewed and approved in accordance with the plan review process as required by each State host facility and/or Department. A draft construction schedule must be submitted at the time the plans and drawings are submitted. A final construction schedule must be submitted prior to beginning work as a condition of the Notice to Proceed to construction.

ATTACHMENT 5 - GENERAL INSTALLATION REQUIREMENTS (cont.)

Construction staging and lay down areas, equipment storage areas, access, routing of equipment and material delivery, and working hours will be established by the State host facility and/or Department.

Bidders are advised to review the Site License Agreement for additional requirements that pertain to the design, construction and installation of the solar PV system.

ATTACHMENT 6 - TECHNICAL & INSTALLATION SPECIFICATIONS

MINIMUM REQUIREMENTS

The conditions listed in this Attachment should be considered as generally applicable to all sites. Host facilities may provide bidders with site-specific technical requirements during the preliminary investigation site visit. This information will be documented and posted as addenda via BidSync. **In no event can a bidder rely on oral representations. The intent of these minimum technical and installation specifications and requirements is to be consistent with and adhere to any and all applicable and enforceable California Building Codes and Standards, the CPUC's California Solar Initiative Incentive Program, applicable utility rules and tariffs, and any and all CEC technical and installation specifications and guidelines as may be developed and established in accordance with statutory and regulatory requirements and directives.** Bidders are advised to be familiar with these rules, requirements and specifications as they pertain to the installation of the proposed solar PV systems included in this RFP.

Electric Power Requirements

The general requirements are:

- The power must be provided at 60 Hertz and interconnect to the State host facility's electrical service panel. The installation and operation of the solar PV system shall not interfere with any operations of the State host facility.
- The guaranteed power capacity is equal to the inverter efficiency, using inverter efficiencies listed by the CEC, times the AC output using PVUSA Test Conditions (PTC), i.e., 1,000 Watts/m² irradiance, 20 degree C ambient temperature, and wind. Bidders should consult with the California Solar Initiative Handbook and the CEC for requirements regarding inverter and solar module efficiencies.
- The system must include all hardware needed for the installation, interconnection, and operation of the solar PV system. Bidders are advised that the definition of a "solar PV system" in this RFP includes all of the equipment necessary to interconnect and operate in parallel to the utility grid, including metering.
- Solar PV equipment and systems must demonstrate compliance with all standards relevant to the operation and installation of solar PV equipment and systems by Underwriters Laboratories, Inc. (UL) or other nationally recognized testing facility. Interconnection of the solar PV system will also adhere to the requirements of the local utility's rules, regulations and tariffs pertaining to the interconnection and operation of a solar PV system.
- Modules must be certified to UL 1703 or as required by the California Solar Initiative incentive program and/or the CEC. Modules and inverters should be listed as approved equipment by the CEC and eligible for receiving incentives.

ATTACHMENT 6 - TECHNICAL & INSTALLATION SPECIFICATIONS (cont.)

- Inverters must comply with the following requirements:
 - o Institute of Electrical and Electronics Engineers (IEEE) 929-2000, “Recommended Practice for Utility Interface of Photovoltaic (PV) Systems”
 - o UL Subject 1741, “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems”
 - o Any and all requirements as listed by the California Solar Initiative incentive program and/or the CEC for the installation of solar PV systems.
- Other codes that will apply include, but are not limited to:
 - o AMSE PTC 50 (solar PV performance)
 - o ANSI Z21.83 (solar PV performance and safety)
 - o NFPA 70 (electrical components)
 - o IEEE 1547 (interconnections)

Bidders are advised that they will be required to demonstrate that the equipment to be installed meet these codes and/or standards requirements.

Meters

The Contractor will provide and install revenue-grade interval data recording meter(s) (“interval meters”) that is acceptable to the utility and in compliance with the California Solar Initiative Incentive Program and/or regulatory requirements as established and enforced by the CPUC and/or the CEC. These interval meters shall include industry standard telemetry for communication with Ethernet, cellular and other common output capabilities including but not limited to k/y out connection to customers own energy management system (EMS) for the purposes of metering /monitoring/data collection of solar PV energy production. The State host facility shall have access to data from these meters on both a near real time basis, as well as for monthly or billing period data downloads. Downloadable data shall be in a CSV format. The preferred method for accessing data will be through a password protected web-site connection.

For those solar PV systems that require step up transformers to deliver solar PV generated power at the host facility’s service voltage level (i.e. greater than the output voltage level of the inverter) the interval meter shall either be installed on the output side of the transformer (high voltage side) or the meter data shall be adjusted to incorporate transformer losses of 2%. This means that the metered data that is both utilized for calculating invoices and presented for access to the host facility shall reflect this 2% transformer adjustment. The requirement being enforced is that the host facility only pays for the amount of solar PV power that is actually delivered at the electrical interconnection point, specified in system design where the PV system connects to the existing electrical distribution line(s), which is where the revenue interval meter shall be located.

Host sites will conduct occasional billing inquiry, validation and verification, as well as end of fiscal year reconciliation of both billing and solar PV power generation output.

ATTACHMENT 6 - TECHNICAL & INSTALLATION SPECIFICATIONS (cont.)

The Contractor must be able to provide data and information that was utilized to generate billing determinants in accordance with this RFP and the solar agreements. This would include interval metered data representing generation output. Each host site will make its best efforts to provide or arrange for utility metered data that can support the billing process, whether it is directly through a data file transmission, or through some arrangement with the local utility service provider.

Structural Requirements

Any and all structures and structural elements necessary for the installation and operation of the solar PV system shall be designed in accordance with all applicable California Building Codes and Standards that pertain to the erection of such structures. Contractors shall provide structural calculations, stamped and signed by a licensed professional structural engineer in good standing with the State of California, as part of the plan check and review requirement.

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

Bidders should not expect the host facility to make any effort regarding the structural integrity of the affected facility in order to install any solar PV system equipment. If it is determined that in the course of the preliminary assessment or preliminary design phase that the structural integrity of the affected facility is insufficient to uphold any necessary solar PV system equipment, then both parties can agree to identify an alternative location, or the Contractor can commit to any necessary improvements, upgrades, modifications or additions, upon review and approval by the State host facility, at no cost to the State.

Permits and Environmental Clearances

The State is a self certifying agency, meaning that building permits are obtained directly from the State agency involved, and not local jurisdictions with building and permitting authority. The "permit" to install and construct a solar PV system at the State host facility will come in the form of a Notice to Proceed to Construction, after the solar PV system plans and drawings have been reviewed and approved for both compliance with the applicable and enforceable California Building Codes and Standards and achieving constructability requirements as dictated by the State agency involved or host facility. Constructability requirements typically mean that the solar PV system plans and drawings indicate that the solar PV system can be installed as engineered and designed, and that the construction schedule, tasks and activities have been vetted and reviewed to ensure coordination with host facility operations and requirements.

ATTACHMENT 6 - TECHNICAL & INSTALLATION SPECIFICATIONS (cont.)

The PV developer will be responsible to pay for and obtaining the California Environmental Quality Act (CEQA) review and submitting the appropriate forms and documents to State for review and acceptance. The bidder's responsibility will be to pay the associated costs of performing the CEQA review and being a participant in the review at the direction of the State agency. The CEQA process requires that the bidder submit plans and drawings for the solar PV system to be installed. **The CEQA process must be completed to the point of the submission of the CEQA document filing, which starts the 30 day public review process, before any construction, or mobilization for construction, can begin.** For certain State host facilities, construction may not begin until the completion of the public review process. The State agency environmental services staff or consultant will provide more information for each project as this process begins.

Operations and Maintenance

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

The State shall use commercially reasonable efforts to maintain the State facility in good condition and repair so as to be able to receive and utilize the solar PV energy supplied by the solar PV system.

When parking canopies are being proposed and they will shade the existing parking lighting distribution to the parking spaces the PV developer will design and install adequate lighting under the parking canopy to replace the illumination lost by panel shading. All parking canopy solar PV systems shall include night lighting as part of their design. The amount of canopy lighting design and lighting level proposed in the PV developers design will require approval by the host facility as part of the design review buy-off process prior to being issued the notice to proceed. At a minimum, the lighting levels shall comply with applicable lighting codes for parking lots in California. Lighting fixtures shall be included in the submitted plans and subject to review. Fluorescent tube lighting fixtures are prohibited.

Contractor shall not expect the host facility to assist in the operation and maintenance of the solar PV system. As part of the acceptance of the solar PV system by the host facility, the Contractor shall instruct and provide operations manuals on how to shut down the solar PV system in the event of an emergency at the host facility. Contractor shall insure that emergency first responders can easily identify what to do in the event of an emergency and perform these tasks quickly and safely, including signage at the point of electrical interconnection and at the entrance to the enclosed solar PV area.

ATTACHMENT 6 - TECHNICAL & INSTALLATION SPECIFICATIONS (cont.)

Special Conditions for Solar Canopy Systems at CDCR Prison Facilities

- To be eligible for vehicle canopy solar photovoltaic array systems, the prison facility must have a Lethal Electrified Fence (LEF). This is mandatory to mitigate the need to provide complete visual coverage of the surrounding areas and parking lot(s).
- Minimum distance from outer security perimeter fence must be 150' (to be evaluated on a case by case basis) to provide adequate visual coverage of the perimeter fence and to allow for heavy construction access to fence line.
- Lighting under the structure must be minimum 1foot candle on horizontal plane at ground level per CDCR Design Criteria Guidelines Section 25 50 00.200.
- Anti-perching devices must be installed to mitigate bird landing and/or nesting on and/or underneath the canopy structure.
- Minimum height at underside of canopy structure must be at least 12' above the horizontal plane at ground level.
- Selected vendor will provide building information modelling depictions of the installed system during the design phase. BIM shall depict glare and visibility from the guard towers along the fence lines closest to the system.
- System shall use anti-glare panels and maintain the coating for the duration of the power purchase agreement.
- During installation of the canopy systems, CDCR requests that while the trench is open the developer will install an additional empty 2" conduit to allow CDCR in the future to install video surveillance equipment.
- CDCR reserves the right to potentially mount video surveillance equipment on the infrastructure of the canopy.

Interconnection Protective Relay, Event Recording Capability

After an electrical fault event, event reports indicate whether the protective relay operated as expected. In addition, analysis can identify whether all associated components of the protection system were installed and operated correctly, and help establish the nature and location of the fault.

The generator interconnection protection system must employ protective equipment capable of recording, storing, and reporting fault events. Fault event reports shall contain time, date, voltage, current, frequency, and element status information and report relay, scheme, and system performance for every fault. Resolution of event recording shall be a minimum of 4 samples per cycle for 15 cycles per event.

In the case of any electrical fault event that impacts the Utility Company's electrical grid in any way, all fault event files, reports, and a completed analysis shall be provided by the generating system owner in industry standard formats to CDCR within 45 days of the event. CDCR will then collaborate with the generating system owner's to determine fault, if fault cannot be determined for any reason, liability for the event will be divided between the owners based on comparative liability for their portion of the entire system.

ATTACHMENT 7 - PROPOSAL FORM 1 – TECHNOLOGY DESCRIPTION

Site: CDCR _____ Name of HOST Facility _____

Configuration: _____

Description of Solar PV System Components Included in Design for this Site <i>(Indicate manufacturer, model, size, technology, etc.)</i>	Warranty Applicable <i>(in years, any special conditions)</i>
Solar PV Module	
Inverter	
Balance of System Components	
Metering equipment and Data presentation	
Specialized Structural Materials	
General Notes	
<p><i>The purpose of this Form is to enable the review panel to quickly view the equipment proposed. Bidder may submit supplemental information and specifications for each equipment item offered as a separate attachment to this form.</i></p>	

Provide description of verified field data performance on an AC output basis for a similar solar PV system to the proposed system listed here that you have installed. *(i.e. specify system size, actual annual output, efficiency of the installed system’s performance, etc.)*

Provide sufficient information that demonstrates that the solar PV system components listed in this form meet the Electric Power Requirements listed in Attachment 2. Include any and all manufacturer’s warranties for the solar PV modules, inverters and balance of system equipment to be utilized for the solar PV systems.

Describe the output performance you quote for this site’s installation.

- System efficiency measured at the output side of the inverter
- Expected first year solar PV electricity output (AC basis at the inverter)
- Expected annual degradation factor

This information must be consistent with the information submitted in support of ATTACHMENT 8 – PRICE BID FORM and Exhibits 8-1, 8-2 and 8-3.

ATTACHMENT 8 - PROPOSAL FORM 2 – PRICE BID FORM

Host Facility Name: Insert Here (from Attachment 1)

Type and Size of System: Refer to Attachment 1 for Type/Size of System.

Proposed SPPA Term: _____

Narrative: Bidder shall provide a brief narrative description of price offered over the proposed SPPA term.

Narrative must include a calculation of first year cost savings for purchased solar PV power as a weighted average unit cost per kWh of electrical energy for the first year of the **Proposed SPPA Term** at the proposed site when compared to current energy source(s) including applicable tariffs, assumed solar PV energy output profiles, interval data spreadsheets, displays, and formulas used to determine these savings specifically including any assumptions of unit cost or tariff escalators.

Bidder shall not be required to provide details supporting the proposed **Unit Prices**.

The Undersigned Offers the following Price Options	Unit Price	Annual Escalation Factor	
Fixed Price/kWh including the price of Environmental Attributes See 2.4 of SPPA	\$_____ per kWh for Proposed SPPA Term	None	Required Price Bid
Variable Price/kWh including the price of Environmental Attributes See 2.4 of SPPA	\$_____ per kWh for first year	_____% Annual Increase/Decrease as a % of the previous year	Optional Price Bid
Tiered Price/kWh including the price of Environmental Attributes See 2.4 of SPPA	\$_____ per kWh for years 1-10 \$_____ per kWh for years 11-20 (or 25 if 25 year term)	None None	Optional Price Bid

The quantity of solar PV energy that bidder commits to deliver to the host facility, the Expected Electricity Production (EEP), for the first full calendar year of operation is _____ kWh with an annual system EPO degradation factor of _____ % per year.

Bidder guarantees a Guaranteed Electricity Production (GEP) from the solar PV system each calendar year at a level equal to **80%** of the Expected Electricity Production (EEP) for that year. This production guarantee is based on the bidder’s best estimate of the expected annual solar PV power generation. Penalty for failure to meet this GEP shall be payment or invoice credit to the State of \$0.0200/kWh for the first Contract Year escalated at a rate of 2.0% per year for each subsequent Contract Year, up to the **80%** guarantee level, as per the SPPA Section 6 of SPPA.

Signed _____ Dated _____

Print Name _____ Name of Bidder _____

ATTACHMENT 8 - PROPOSAL FORM 2 – PRICE BID FORM

RFP Attachment 8 – Proposal Form 2 – Price Bid Form: The State has provided all potential bidders with three (3) Excel exhibits to be completed and submitted in conjunction with the Price Bid Form. See attached Exhibit 8-1, Exhibit 8-2 and Exhibit 8-3. A separate set of these exhibits shall be completed as indicated, printed, signed and submitted with each responsive proposal.

Exhibit 8-3: Projected Costs and Savings

One Exhibit 8-3 for with 0% Escalator (Fixed Price Rate); and One Exhibit 8-3 for each additional pricing option bidder wishes to submit.

Exhibit Notes:

Exhibit 8-1: Year One Output Profile indicates the proposed System capacity and the monthly average hourly kWh/month production for the first Contract Year.

Exhibit 8-2: Annual Site Output and Pricing Profile on which bidders will enter the First Year Output from Exhibit 8-1, the Start Price for the first Contract Year, the Annual price Escalation for each subsequent Contract Year, and the Annual Degradation factor for each subsequent Contract Year. This exhibit will calculate the Guaranteed Energy Production to be incorporated in the SPPA.

Exhibit 8-3: Projected Costs and Savings by site on which the State will calculate the Otherwise Available IOU Tariff unit cost for each site based on the profile provided in Exhibit 8-1 and will provide the values for anticipated inflation, expected annual Utility cost escalation, and the Discount Rate to be used in determining NPV. Bidders will enter the proposed COD year and again enter the First Year Output from Exhibit 8-1, the Start Price for the first Contract Year, the Annual price Escalation for each subsequent Contract Year, and the Annual Degradation factor for each subsequent Contract Year. The NPV of the savings over the term of the Agreements will be calculated.

ATTACHMENT 9 - PROPOSAL FORM 3 – CONTRACTOR DOCUMENTATION

This solicitation is for solar PV system equipment that will be installed at the listed sites by the successful bidder. In accordance with California Contractor's License Law, in order for a proposal to be considered responsive, the bidder must possess a valid contractor license, of the proper classification (Business and Professions Code, B&P 7028 et al)

Statement of Work

Work shall include construction, installation, operation and maintenance of on-site solar PV systems, as described in Proposal Form(s) 1 - Technology Description.

License Requirements

The following license(s) is required for this solicitation:

- Electrical and structural professional engineer license. All submitted plans must have a professional engineer's stamp to be considered for review and approval.
- At a minimum, the installation contractor must have a C-10 Electrical Contractor or C-46 Solar Contractor license.
- Class B license.
- Any company that sub-contracts installation work to a C-10 or C-46 contractor must have a "B" license.
- And any other licenses or certifications that are required by the CPUC or CEC under the California Solar Initiative Incentive Program (see CSI handbook), or as required per applicable California Building Codes and Standards.

Contracting law states that a prime contract cannot be awarded to a specialty contractor whose classification constitutes less than a majority of the project. Business & Professions Code Section 7059(b) however, permits work that is incidental and supplemental to the project may be undertaken by the specialty contractor even though that contractor does not hold those specific specialty licenses. A licensed subcontractor in accordance with the Public Contract Code Section 4100, et seq., must perform all other work.

Incidental and supplemental is defined as work essential to accomplish the work in which the contractor is classified. A specialty contractor may use subcontractors to complete the incidental and supplemental work, or he may use his own employees to do so (California Code of Regulations - CCR 831).

ATTACHMENT 9 - PROPOSAL FORM 3 – CONTRACTOR DOCUMENTATION (cont.)

For each required license as indicated on page 1, provide the following information:

Contractor or Professional Engineer License Number _____

Name of Licensed Contractor or Professional Engineer _____

Relationship of License Holder to Bidder _____

Classification _____

Expiration date _____

The bidder, by their signature on the RFP Response and Veracity Statement, certifies under penalty of perjury the accuracy of the representations made on this proposal form with regard to the contractor’s license number(s), class, status in good standing and the expiration date.

Other Requirements

The bidder shall comply with the Laws and Regulations governing the payment of prevailing wages. Bidders are responsible for determining the applicability of prevailing wage laws and regulations to the construction and installation of the proposed solar PV systems at the State host facilities listed in this RFP. Bidders are also responsible for determining the appropriate prevailing wage rate. Refer to the SLA Section 8.15 for more information regarding this requirement.

The State reserves the right to review and approve subcontractors.

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

Worker’s Compensation Certification

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

ATTACHMENT 10 - SOLAR POWER PURCHASE AGREEMENT

DRAFT SPPA TEMPLATE provided as an example document.

Language and format of the SPPA may be modified by DGS at its sole discretion.

(Sent as separate document)

ATTACHMENT 11 - SITE LICENSE AGREEMENT TEMPLATE

DRAFT SLA TEMPLATE provided as an example document.

Language and format of the SLA may be modified by DGS at its sole discretion.

(Sent as separate document)

ATTACHMENT 12 – CALIFORNIA’S GENERAL TERMS & CONDITIONS

(Sent as separate document)

ATTACHMENT 13 – AERIAL PHOTO OF PROJECT SITE

(Sent as separate document)

ATTACHMENT 14 – BILLING INFORMATION

(Sent as separate document)