



Roseville Joint Union High School District

Request for Proposals

For a

Solar Photovoltaic & Battery Energy Storage Project

10/27/2017

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Definition of Terms

AHJ	Authority Having Jurisdiction
BESS	Battery Energy Storage System
CEC	California Energy Commission
CGS	California Geological Survey
CREBs	Clean Renewable Energy Bonds
Contract	The Power Purchase Agreement (PPA) between the District and successful Proposer for the Project.
DSA	California Division of State Architect
Firm	An individual proprietorship, partnership, limited liability company, corporation or joint venture that is part of a team responding to this RFP.
IOR	DSA Inspector of Record (Project Inspector)
IOU	Investor Owned Utility (California: PG&E, SCE or SDG&E)
Local Utility	Pacific Gas & Electric (PG&E), Sacramento Municipal Utility District (SMUD) or Roseville Electric Utility (Roseville)
NEM	Net Energy Metering
NEMA	Net Energy Metering Aggregation
O&M	Operations and Maintenance
OTC	Over the counter design review with DSA
PEGU	Performance Guarantee
PPA	Power Purchase Agreement
Project	The solar photovoltaic (PV) systems, related equipment, structures, and contractual obligations, as described in Attachment A and Attachment C, and as may be otherwise agreed to by the District and the successful Proposer in the Contract.
Project Term	The duration of the relevant Contract between the successful Proposer and District
Proposer	An individual proprietorship, partnership, Limited Liability Company, corporation or joint venture that is responding to this RFP. Proposer may also be referred to as "Firm", "Vendor" and "Contractor" in the RFP and attachments.
PTO	Permission to Operate - Notification from the Local Utility to which the Project is interconnected that the Project may be operated and connected with the Local Utility grid.
TOU	Time of Use
<u>Completion Definitions</u>	
Substantial Completion	The date at which the solar photovoltaic (PV) system is wholly installed and operational such that all requirements for PTO have been completed, DSA Inspector of Record has provided signed off on the project sufficient to achieve PTO, and PTO has been formally requested from the Local Utility.
COD	Commercial Operation Date. The date, specific for each PV system, when the system is commissioned and receives PTO from the Local Utility. For a PPA, COD includes formal acceptance by the District to begin the terms of the PPA and PeGu. For a cash project, includes formal acceptance by the District of any O&M and PeGu agreement with the Contractor.
Final Completion	The date at which Substantial Completion has been achieved, COD has occurred, all punch lists have been completed to the satisfaction of the inspector(s) and District representatives, all documentation has been delivered to the District, all other contract items have been completed, delivered and accepted by the District and final AHJ approvals are obtained (i.e. the Project is certified and closed out with all AHJs)

1. REQUEST FOR PROPOSALS OVERVIEW

1.1. SCHEDULE

Table 1-1: Project Milestone Schedule

Event	Time	Date
RFP Published		10/27/2017
Mandatory Pre-Proposal Conference & Site Walk	11:00 am	11/7/2017
Questions from Proposers Due	4:00 pm	11/16/2017
Response to Questions & Amendments Published		11/21/2017
Proposals Due	4:00 pm	12/4/2017
Potential Interview of Top Ranked Firms		12/12/2017
Notification to Top Ranked Firm		12/20/2017
Contract Finalized		2/28/2018
District Board Mtg. for Contract Approval, NTP for Design		3/13/2018
SGIP Proof of Project Milestone (Granite Bay)		3/28/2018
DSA OTCs		Late April 2018
Construction Begins		6/4/2018
Parking Lots Returned to 90% Operation (Required Milestone)		7/31/2018
Substantial Completion		September 2018
COD		10/31/18
Final Completion		12/31/2018
SGIP Reservation (Granite Bay) Expiration		1/31/2019

These dates are provided for Proposer’s convenience and, while the District does not anticipate changing the dates at this time, this schedule may be revised at the sole discretion of the District.

The District is targeting construction of the system(s) during summer break 2018. Proposers should submit a realistic critical path schedule with their proposal that seeks to meet the Project Milestone Schedule. The District will work with the selected Proposer to establish an acceptable schedule for both parties. Note, the “Parking Lots Returned to 90% Operation” milestone is a fixed date that is not negotiable.

1.2. OVERVIEW & BACKGROUND

The Roseville Joint Union High School District (“District”) is issuing this Request for Proposals (“RFP”) pursuant to California Government Code section 4217.10 et seq. to contract with one firm to design, permit, build, and commission multiple canopy structures with net-metered solar photovoltaic (“PV”) systems located on up to three District-owned sites (“Project”), including electric vehicle charging stations. The District also requests that proposers offer Battery Energy Storage Systems at each site as an additive alternative.

The District is requesting cost proposal for two different scenarios:

1. Power Purchase Agreement(s) (“PPA”) to finance, own and operate the system.
2. “Cash” purchase price for the District to finance and own the systems.

All proposals must provide both a PPA and cash purchase offer. The District reserves the right to select either financing mechanism based on the cost proposals received. The District also reserves the right to select cash financing for the PV system and a financed option for the BESS system. Under the cash scenario, financing would likely be CEC loan and/or CREBs. An SGIP incentive has been secured at Step 2 for up to a 500 kWh BESS system at Granite Bay High School, details provided as Attachment D4. The SGIP incentive will be paid to the system owner.

The District is requesting pricing on a site-by-site basis and bundled pricing for a multi-site project. The District reserves the right to select one or multiple sites or not build a project based on the pricing received. See Attachment A for complete details on scope and criteria, Attachment B for Proposal Forms, and Attachment C for Contract Terms.

The District is seeking turn-key Proposals, with pricing inclusive of the Project Development/Reimbursement Fees outlined in Attachment B2. For PPAs, proposals must have a minimum term length of 20 years and an option for at least one five-year extension and at least two early buyouts, one before year 10 and one before year 20. The base proposal shall be for 0% escalator over the term. Proposers may submit an optional PPA proposal with up to 2.5% escalator. See Attachments B2 and C for details.

The Project includes up to a total of 3 sites, each with a single meter, for potential PV development with a preliminary combined total nominal capacity (nameplate rating) of approximately 3.0 MWp for all sites. Respondents to this proposal shall be responsible for determining the appropriate system size with their proposed design to meet the production targets at each site outlined in this RFP. Table 1-2 provides the project summary.

Table 1-2: Project Summary

Financing Type	Power Purchase Agreement OR Cash Finance
Preliminary Nameplate Rating	3 MWp
Number of District Sites	3 Sites, 3 Meters, each site a separate utility
Target Production, All Sites	4,596,000 kWh Year-1
Commercial Operation Target	11/1/2018

The target dates for substantial completion and commercial operation are shown in Table 1-1 and will be negotiated with the highest ranked Proposer. Proposers should provide a detailed and realistic schedule with their response for completing the Project. However, the COD date shall be in no event later than December 31, 2018, excepting delays outside of the Contractor's control. The District intends to include penalties in the contract if key milestones are not met, including return of parking lots to 90% operation and COD. Time is of the essence in this proposal and resulting contract.

The District has established qualifying criteria to propose on this Project, including minimum criteria and experience with similar projects. The most qualified proposals will be evaluated and ranked according to "Best Value" for the District, based upon several substantive variables, including but not limited to: project cost, lifetime energy cost savings, PPA early buyout pricing, vendor experience and qualifications, system design, system components, system performance, schedule, maintenance program, performance guarantee, educational support component, and overall thoroughness of Proposal and responsiveness to this RFP.

Additionally, the District reserves the right to conduct independent investigation into each vendor, including contacting other public agencies for whom the vendor has performed work, in order to research the firm's quality of work, timeliness of performance, adherence to safety requirements, adherence to predetermined schedule, and maintenance of budget. The District may, in its sole discretion, factor the findings into its final selection of a Proposer.

The top ranked firms may be asked to interview with the District prior to final ranking of proposals, which will be factored into final ranking. The top ranked Firm will be offered the opportunity to negotiate a Contract with the District substantially similar to the sample contract terms documents included in Attachment C. If the top ranked Proposer is unable to successfully negotiate a Contract with the District, the District may enter into negotiations with the second highest ranked Proposer. The District intends to award the contract to a single firm, however, the District reserves the right to award the contract to more than one firm if this is deemed in the best interest of the District.

With this Project, the District intends to 1) reduce electrical energy costs, 2) reduce the carbon footprint of the District, and 3) add shade as an amenity on their campus(es). For a PPA project, cost savings are to be achieved by entering into a PPA with a goal for immediate annual utility cost savings to the District and while producing a hedge against future utility rate inflation. Assessment of cash purchase will carefully assess the proposed capital cost of the project, the operating costs of the project, and the cost of financing.

This Project is a result of the District's commitment to sustainability by providing cost effective and reliable energy systems through a combination of energy conservation and diverse sources of energy generation that collectively help minimize the District's environmental footprint.

1.3. MINIMUM QUALIFICATIONS

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

- 1) Firm can meet the accelerated Project schedule outlined in the RFP and accept the terms for failure to achieve Substantial Completion by the date indicated in Table 1 of the RFP.
- 2) Within the last five (5) years Proposer has achieved COD for at least three (3) DSA approved, multi-site solar PV projects of 500 kW DC or larger utilizing DSA pre-check solar PV canopy structures.

- 3) Within the last five (5) years Proposer has financed or secured financing of at least two (2) Power Purchase Agreement (PPA) projects of at least 500 kW DC each that the Proposer's Firm currently owns and/or operates under a PPA.
- 4) Proposer has, or will utilize installation contractor(s) with sufficient bonding capacity for this Project, Attachment C: PPA Terms.
- 5) Proposer or proposing team holds a California Class B and either a C-10 or C-46 license.
- 6) Proposer can meet, and will utilize installation contractor(s) who can meet the insurance requirements set forth in the Attachment C: PPA Terms.
- 7) Proposer and Installation Contractor(s) Worker's Compensation Experience Modification Rate (EMR) is 1.25 or less.
- 8) Proposer has been in business in California under the present company or business name and license number for a minimum of two years.
- 9) Proposer is eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract pursuant to either Labor Code section 1771.1 or Labor Code section 1777.7.
- 10) Proposer has not been, and will not utilize installation contractor(s) terminated for cause or defaulted on a project during the last ten (10) years.
- 11) Proposer has not had a professional or contractor's license, and will not utilize installation contractor(s) who have had a professional or contractor's license revoked at any time in the last five (5) years.
- 12) Proposer, or any of its owners, officers, or partners, has not been found liable in a civil suit, or convicted/found guilty in a criminal action within the last ten (10) years: (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act.
- 13) CAL OSHA has not cited or assessed penalties against Proposer or Installation Contractor(s) for any "serious," "willful," or "repeat" violations of its safety or health regulations in the last five (5) years.
- 14) Proposer is, or will utilize installation contractor(s) and subcontractors registered with the Department of Industrial Relations registered with the California Department of Industrial Relations (DIR) and holding a current DIR registration number from the time of contract award throughout the completion of installation.
- 15) For BESS proposals, BESS provider has installed and received permission to operate with a California IOU for at least three BESS projects 200 kWh or greater in size.

1.4. PROJECT SITE INFORMATION

The following list of District owned sites have been selected for consideration in this Project. Table 1-3 provides site addresses and production targets for each site. At each site, a single service is targeted for intertie.

Table 1-3: Site Details and Production Targets

Site	Address	Main Service Voltage	Bus Rating (Amps)	Utility Txfr (kVA)	Utility	PV Production Target (kWh, Year 1) ¹
1. Antelope HS	7801 Titan Drive Antelope, CA 94853	480	4000A	1500	SMUD	1,589,000 kWh
2. Granite Bay HS	1 Grizzly Way Granite Bay, CA 95746	480	4000	1000	PG&E	1,652,000 kWh
3. Woodcreek HS	2551 Woodcreek Oaks Blvd Roseville, CA 95747	480	3000	1500	Roseville	1,355,000 kWh
Total						4,596,000 kWh

Notes:

1. PV production targets are based on tariff modeling using conservative NEM 2.0 assumptions. Systems are sized to offset approximately 95% of the estimated future energy consumption.

The attachments to the RFP provide historical electricity consumption data, 15-minute interval data, site information and constraints sufficient for qualified respondents to prepare thorough conceptual design and cost proposals. Site layouts and details can be found in Attachment A.4 and detailed electrical consumption information can be found in Attachment D.1.

The District has provided recent geotechnical reports where available in Attachment D-2, the available and applicable as-built drawings for each site in Attachment D-3 and SGIP incentive details for Granite Bay are provided as Attachment D-4. Complete and/or accurate as-built plans may not be available for all sites.

The successful Proposer should not rely upon the District's as-built drawings, structural or geotechnical reports. It shall be the sole responsibility of the successful Proposer to independently verify the District's as-built drawings and perform their own geotechnical investigations and site due diligence prior to design and construction. In submitting its Proposal, the successful Proposer warrants and accepts that the District shall not be liable for any misrepresentations or inaccuracies set forth in the District's as-built drawings, geotechnical studies or other informational documents provided with this RFP.

The District is providing, and will provide all relevant information actually known to the District, in good faith without any known defects in the information. However, the District cannot and will not warranty the completeness or accuracy of information provided, for which the Proposer will be required to take appropriate measures, subject to legal limitations and the evaluation of each Proposal's Best Value.

1.5. IMPORTANT REQUIREMENTS

Table 1-4 lists some of the key requirements included in this RFP and the attached documents that should be considered in preparing a response.

All Firms shall comply with the contracting requirements specified in Attachment C in submitting their Proposals. In submitting a Proposal to the District, each Firm represents and agrees to be bound by the terms and conditions set forth in Attachment C, as may be applicable. Any significant deviations for the terms and conditions set forth in Attachment C must be identified in the proposal as "exceptions" in Attachment B1.

Table 1-4: Key Requirements

Item	RFP Attachment
Scope of Work	A.1
Criteria - Codes	A.2
Specifications	A.5
Public Contracting Requirements	A.1, C.1-4
Proposal Forms	B.1-B.5
Bonding Requirements	C.1-4
Insurance Requirements	C.1-4
Permitting Requirements	A.1, A.2, C.1-4
Permitting Fees	A.1
Submittals/Acceptance	A.3
O&M Requirements	C.1, C.4
Production Guarantee	C.1, C.4
Warranties	A.2

The District will prepare all necessary California Environmental Quality Act (“CEQA”) documentation once the final scope of the Project has been determined. The District will act as the lead agency in the preparation of the CEQA documentation. The selected Firm is expected to provide supporting information regarding the proposed design to the District in this process and adhere to any mitigation requirements identified in the CEQA documents.

1.6. DISTRIBUTION OF THIS DOCUMENT

This document and any attachments, appendices and addenda will be distributed electronically via a password protected website. Sage Renewables will provide access to this website to the designated contact of Firms interested in responding to the RFP. Sage Renewables can be contacted at rfp@sagerenew.com or (415) 663-9914 with questions regarding document distribution.

1.7. DISTRICT / CONTRACT ADMINISTRATOR

The Contract Administrator for this RFP and the resulting Contract(s) is the Facility Director. Sage Renewables serves as a representative of the Contract Administrator and is managing the RFP process for the District. The Contract Administrator and Sage are the only individuals authorized on the behalf of the District to make any modifications via addenda or otherwise to this RFP and the resulting Contract, if any.

The Proposer shall not rely upon any oral change from anyone, or a written request for change from someone other than the Contract Administrators. All changes/addenda must be in writing, issued by the Contract Administrator or Sage, and distributed on the electronic file sharing website. Any and all addenda issued by the Contract Administrator or Sage shall be incorporated into this RFP and are a part herein as if originally set forth in this RFP.

2. PROPOSAL PROCESS

2.1. MANDATORY SITE WALK

A mandatory pre-proposal conference and site walk will be held on the date and time indicated in Table 1-1. Interested firms must pre-register by the date and time indicated in Table 1-1 by emailing the firm's attendee list to: rfp@sagerenew.com, with the subject, "RJUHSD Site Walk Registration." A maximum of three people per firm may attend. The conference and site walk will meet and begin at the Granite Bay High School. All attendees must arrive on time for the site walk.

2.2. QUESTIONS RELATING TO RFP PROCESS

All questions pertaining to this RFP must be submitted via email to rfp@sagerenew.com with the subject line, "RJUHSD Solar PV RFP Questions." All questions must be received by the date and time specified in Table 1-1. Questions sent directly to District Staff or after the deadline will not be answered. No oral questions will receive any response, other than as made at and in the presence of all attendees at the mandatory pre-proposal conference and site walk, as reflected in writing in any Addenda to the RFP.

2.3. PERFORMANCE GUARANTEE

All Proposals must be inclusive of costs for comprehensive operations and maintenance (O&M) services and a Performance Guarantee (PeGu) for the entire PPA contract term. For a cash project, a PeGu shall be provided as part of any O&M agreement and for the same term. Details on the O&M and PeGu requirements can be found in Attachment C.

2.4. ADDITIVE ALTERNATE

Proposers may choose to submit Proposals inclusive of the following additive alternate (Add Alt):

1. Educational Component – Provide an educational component that incorporates the PV project and systems into classroom curriculum and solar PV educational program assistance. An educational component should include lesson plans, curriculum support and professional development for various High School grade levels. Proposers must include a detailed description of their educational component offering.
2. Battery Energy Storage Systems - Provide battery energy storage system (BESS) for demand management at sites where BESS would provide economic benefit to the District. Cost proposal should include an option for 1) Third-party finance option for 10-year term with 10-year renewal option and 2) District to purchase BESS, inclusive of 10-year warranty and software upgrades. BESS locations have been shown on the site drawings provided in Attachment A. All ground-mounted equipment should be provided with equipment pad and a secure enclosure matching adjacent finishes.

BESS details should be provided in Form B1 and B2, including the following details:

- BESS provider, manufacturer and software provider
- General description of the system and function provided
- Performance reporting, including monitoring system and reports issued to the District

- Performance guarantee
- Warranty and software licensing details
- Proposed third-party finance method
- Savings modeling and assumptions (note, PV production shall be assumed to reduce demand (kW) by 70% of the modeled demand reduction. BESS may not take credit for this reduction. Savings estimates to be provided in form B2)
- Note SGIP incentive reservation for Granite Bay in your details and assumptions, including all scope and management of the incentive necessary to meet SGIP requirements.

Proposers shall include a narrative of their offering for each Add Alt in Form B1, attach cut-sheets or additional material (if applicable) and complete the cost for the Add Alt in Form B2. The District reserves the right to choose whether to include any Add Alt in the final Project scope.

Table 2-1: Proposal Submittal Format

Submittal Item/Format	Document	Description
1. A Single PDF File	Cover Letter	Introduction/Cover Letter with full business address and contact details of the Proposer, signed by an individual with authority to bind Firm.
	Form B1	Qualifications & Proposal Form with all questions addressed and signed and dated proposal certification.
	Form B1 Attachments	Minimum Attachments shall include: <ul style="list-style-type: none"> - Class B License & any other Licenses - Evidence of Bonding Ability - Evidence that Insurance Requirements can be met - A Conceptual Design of the PV Facilities - A Detailed Schedule - Screen Shots of Monitoring Software - Example of Performance Reporting - Example of Monthly Billing - Proposed Warranty - Add Alt Details
	Form B2	Cost Proposal, PDF Format
	Form B3	Exceptions to the RFP
	Form B4.1	Worker’s Comp Certificate (Evidence of Capacity to Provide)
	Form B4.2	Non-Collusion Declaration
	Form B5	Response Completion Checklist
2. A Single PDF File	Form B1, Attachment Item Q3	Financial Performance - Reviewed/Audited financial statements submitted separately and marked Proprietary – Not for Public Disclosure for private Firms.
3. MS Excel File	Form B2	Cost Proposal, MS Excel format. A PDF of this file should be included in the main proposal. The Excel file should exactly match the PDF document.

2.5. SUBMISSION OF PROPOSAL PACKAGES

Proposal packages shall be submitted electronically and must contain both a complete electronic version of the Submittal Format outlined in Table 2-1, above, plus one signed cover letter, one signed Form B1 Signature Page, and one signed Form B2 Signature Page, found on the “Overview and Signature” tab of the Form B2 Excel file. Proposal documents must be received electronically no later than the date and time specified in Table 1-1. Proposers must notify Sage Renewables that they plan on submitting Proposals no later than twenty-four (24) hours before Proposals are due. Sage will provide further instructions on uploading Proposal documents to the password secured electronic file sharing website.

To ensure fairness, responses received after the deadline will not be accepted or reviewed. The Proposer is responsible for ensuring that all responses are received by the deadline. All responses to the RFP will become the property of the District and will not be returned. The District will not reimburse Proposers for any of the costs associated with the preparation and submission of Proposals.

Proposers shall provide only complete and accurate information. Proposers acknowledge that the District is relying on the truth and accuracy of the representations contained in each Proposal. Each Proposal must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Proposer on whose behalf that person is signing. If any information provided by a Proposer becomes inaccurate, the Proposer must immediately notify the District upon discovery of the inaccuracy and provide updated accurate information in writing, under penalty of perjury. Should a Proposer omit requested information or falsify information, the District may reject the Proposal. Accepting an award based on false or misleading information may expose the Proposer to various legal liabilities.

2.6. PROPOSAL EVALUATION

The District will first evaluate the qualification section of each Proposal. The qualification section appears at the beginning of Form B1. The qualification criteria include a set of minimum qualifications as well as information regarding experience, team and financials. Proposers should ensure they meet the minimum qualifications outlined in Section 1.2 of this document and Form B1 before preparing a proposal.

The District will then, at its sole discretion, evaluate some or all of the qualified Proposals. Ranking of Proposals will consider, but not be limited to: PPA base price, system components, system performance, lifetime operating cost, energy cost savings, vendor experience and qualifications, conceptual design, schedule, system performance monitoring, maintenance program, production guarantee, exceptions to contract/agreement language and overall thoroughness of Proposal and responsiveness to this RFP.

All Proposals will be evaluated by an Evaluation Committee designated by the District. The Evaluation Committee, upon completion of evaluating the Proposals, may elect to hold interviews with the firms with the top ranked proposals or may solely rely on proposals to make its evaluation. The Evaluation Committee will determine the highest ranked Proposer as the basis of any recommendation to the District Board that a Contract be negotiated with a Proposer.

The District will provide Contract Administration and support immediately after the highest ranked Proposer is determined. The District reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

During the course of the Proposal evaluation, the District may request clarification of, or information about, any item in the Proposal. The Proposer shall respond within the time requested. If the clarification or information is not forthcoming, the District may, at its sole discretion, disqualify a Proposal if it determines that evaluation of the Proposal cannot proceed in the absence of clarification. However, the District, in its sole discretion, may review and evaluate Proposals and award a Contract based solely on the materials contained in the Proposal. The District may elect to hold interviews with the Proposers with the highest ranked Proposals or may solely rely on Proposals to make its selection.

The District reserves the right to waive minor irregularities and omissions in the information contained in the Proposal submitted and to make all final determinations. There is no appeal from the District's decision not to review a Proposal due to an incomplete or late Proposal submission.

The Proposal, its completion and submission by the Proposer, and its use by the District, shall not give rise to any liability on the part of the District to the Proposer or any third party or person. This is not a solicitation for bid. No guarantees are made or implied that the Project will be constructed, either in part or whole. The Proposer accepts all risk and cost associated with the completion of the Proposal without financial guarantee. Any attempts by Proposers to lobby or influence the District decision, in any form, are strictly prohibited. There shall be no contact with the District Board of Trustees or District office staff regarding this project or RFP. Failure to comply with these requirements will result in the disqualification of the Proposer.

2.7. AWARD PROCESS

The District intends to award a Contract to the qualified Proposer whose offer substantially conforms to the RFP, whose Proposal outlines a Project which will provide the best value to the District, best meets the District's needs and is most likely to assist the District in achieving its objectives, which the District shall determine in its sole discretion. In the event that the successful Proposer is unable and/or unwilling to execute the Contract as negotiated by the District, the District, in its sole discretion, may begin negotiations with the next highest ranked Proposer.

The District reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in the District's sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit and install the Project and to satisfy the substantive requirements set forth in this RFP. The District expects to complete its evaluation process to select a qualified Proposer, but reserves the right to change key dates and action as the need arises. Only the District Board possesses the authority to award the Energy Services Agreement, in its sole discretion, and any recommendation by District staff for contract award shall not be binding on the District.

The District intends to award the Project to one Proposer, however, the District retains the right to award one or more separate Contracts to one or more Proposers, or to not award a Contract, in the District's sole discretion.

2.8. PUBLIC RECORD

All Proposals become property of the District. All Proposals, including the accepted Proposal and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such and comport with criteria of California Government Code section 6254.7 regarding trade secrets. Pricing and service elements of the successful Proposal are not considered proprietary information.

The District will treat all information submitted in a Proposal as available for public inspection once the District has a contract finalized with the selected contractor. If Firm believes that Firm has a legally justifiable basis under the California Public Records Act for protecting the confidentiality of any information contained within Firm's Proposal, Firm must identify any such information, together with the legal basis of Firm's claim in Firm's Proposal. A Firm that indiscriminately identifies all or most of its Proposal as exempt from disclosure without justification may be deemed non-responsive. Proposers, by submittal of a Proposal, agree and acknowledge that the District has sole discretion to determine application of the California Public Records Act to each Proposal and each document contained therein.

Attachment A

Project Details and Requirements

(Available for download in Attachment A Folder)

- A.1: Scope of Work
- A.2: General Project Criteria
- A.3: Submittals
- A.4: PV Drawings and Site Details
- A.5: Specifications

Attachment B

Proposal Forms

(Available for download in Attachment B Folder)

B.1: Main Proposal

B.2: Cost Proposal

B.3: Exceptions to the RFP

B.4: Additional Forms

B4.1 Workman's Comp

B4.2 Non-Collusion Declaration

B5: Response Checklist

Attachment C

Contract Terms

(Available for download in Attachment C Folder)

- C.1 PPA & Performance Guarantee Contract Terms
- C.2 Design-Build Contract (Cash Purchase)
- C.3 General Conditions (Cash Purchase)
- C.4 O&M and PeGu Terms (Cash Purchase)

Attachment D

Additional Information

(Available for download in Attachment D Folder)

- D.1: Energy Consumption Data
- D.2: Existing Geotechnical Information
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