

SOLANO COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR PHOTOVOLTAIC SOLAR ELECTRIC GENERATING SYSTEMS

PHOTOVOLTAIC SYSTEMS RFP SCHEDULE

| <u>ACTIVITY</u> | <u>DATE</u> |
|---|---------------------------|
| RFP Issuance | August 20, 2012 |
| Mandatory Pre-Proposal Meeting and Site Walks | August 23, 2012 |
| Latest date/time for Respondents' Submission of Clarifications Requests/RFP Questions | August 27, 2012 |
| District Responses to Respondents' Questions | August 30, 2012 |
| Respondents' Submission of RFP Response | September 14, 2012 |
| Interviews (at discretion of the District) | September 21, 2012 |
| Vendor Selected for Contract Negotiation | September 24, 2012 |
| District Board of Trustees Action to Approve Energy Services Agreement | October 17, 2012 |

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SOLANO COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATION AND PROPOSALS (“RFP”)
FOR PHOTOVOLTAIC SOLAR ELECTRIC GENERATING SYSTEMS

With this Request for Proposals and Qualifications (“RFP”) Solano Community College District (“the District”) is seeking written proposals from firms (“Respondents”) providing engineering design, procurement, construction, start-up, commissioning, and ongoing operations, maintenance, and monitoring (“Services”) of photovoltaic solar electric generating systems (“Photovoltaic Systems” or “PV Systems”), together with associated warranties and output guarantees as specified herein, located at each of its three campus sites in Fairfield, Vacaville, and Vallejo, respectively (“Potential Solar Sites” or “Sites”). The District intends to fully own these PV Systems; it is not interested in any leasing or power purchase agreement offerings.

1 Overview and Objective

The Solano Community College District consists of a main campus in Fairfield and satellite campuses in Vacaville and Vallejo, in Solano County, California, between San Francisco and Sacramento. It also uses space at other locations, such as Travis Air Force Base, for additional classes. Current enrollment totals approximately 11,000 students.

The main Fairfield campus encompasses 192 acres, while the Vacaville Center sits on 60 acres and the Vallejo Center site totals 10 acres. All three sites receive electrical service from Pacific Gas and Electric (PG&E). At each site, the District is seeking to procure solar PV carport systems. In the case of the Fairfield campus, the carports would be constructed in existing parking lots. In the case of the Vacaville and Vallejo sites the carports would be sited in a some existing and some planned parking lots. More detailed information will be provided during the site walks. Summary electricity usage information for each account is provided in Table 1 and more detailed information is provided in Exhibits J and K.

The District has reserved a 1 MW California Solar Initiative (CSI) incentive for the Fairfield campus, and intends to apply for CSI reservations for Vacaville and Vallejo as well. The Fairfield CSI reservation is at a rate of \$0.088 per kWh.

The District has secured Qualified Energy Conservation Bonds in the amount of \$12.3 million to finance the purchase of the PV Systems. The District also has a facilities bond measure that will be voted on this November. If successful, the District may opt to use some of these bond funds to finance the PV systems, possibly in combination with or instead of the CREB allocation. In addition, the District has preexisting capital funds that may be used for a portion of the PV Systems purchase.

As part of its PV System procurement the District expects to secure a 25-year operations and maintenance (O&M) service agreement and a corresponding 25-year output guarantee agreement from the winning solar vendor.

Through this Request for Qualifications and Proposal (“RFP”), the District seeks to identify and select a highly qualified and cost- and value-competitive design-build contractor (“Design-Builder”) for the survey, design, installation, commissioning, and service of the “grid-connected” Photovoltaic Systems. The overarching objective of the project is to provide the greatest level of expected General Fund savings over the next 25 years, subject to the District’s budget constraint, site constraints (if any), and overall cost-effectiveness considerations.

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

The District reserves the right to make awards to multiple Respondents, but at this time the District prefers to make a single award for all Photovoltaic Systems.

2 Potential Photovoltaic Systems Sites and Supporting Information

Table 1 contains the list of the potential solar sites for the District, along with utility account and meter numbers, approximate electricity usage data, and the current and expected post-solar tariffs.

Table 1: Solano Community College District Potential Solar Sites

| Solano Community College District Site | Service Address | PG&E Service Acct # | PG&E Meter # | Current PG&E Tariff | Anticipated Post-Solar PG&E Tariff | Approximate Annual Usage (kWh) | Expected PV System Type |
|--|--|---------------------|--------------|---------------------|------------------------------------|--------------------------------|-------------------------|
| Fairfield (Main) Campus | 4000 Suisun Valley Road, Fairfield, CA 94534 | 9897599005 | X63618 | E20P | E20P | 6,663,800 | Carport |
| | | 2997967820 | 1006585808 | A1 | A6 | 7,000 | |
| | | 9228755479 | 1006585806 | A1 | A6 | 6,000 | |
| Vacaville Center | 2001 North Village Parkway, Vacaville, CA 95688 | 7969813572 | 1006707710 | A1P | A6 | 526,700 | Carport |
| Vallejo Center | 545 Columbus Parkway, Vallejo, CA 94591 | 8153205952 | 1003020107 | A10S | A6 | 397,800 | Carport |

Additional information about each Site is contained in Exhibits H – K to this RFP. These exhibits are available on the District's website or from Clyde Murley, CCLC Solar Program Manager (510 528 8953; cmurley@cleague.org), and are incorporated by reference into this RFP.

Exhibits H contains drawings and aerial images of each of the three potential solar sites in Fairfield, Vacaville, and Vallejo.

Exhibits I contains as-built drawings for the three District sites.

Exhibit J contains two years of recent billing data for the relevant accounts at each of the three sites.

Exhibits K contains two years of 15-minute interval data for the main Fairfield Campus account. This is the only account for which PG&E was able to provide interval usage data.

3 Directions to Respondents Regarding Types, Sizes, and Numbers of PV Systems to Include in Proposals

The District is generally seeking the procurement of carport PV systems at each of the three campus sites that will produce result in the lowest possible post-solar PG&E bill. The District expects that the most cost-effective PV Systems will be fixed-tilt carports as opposed to single-axis tracking carports. At the Vacaville and Vallejo sites, which should be eligible for the switch to PG&E's A6 tariff, this is expected to require approximately annual PV output of 400,000 kWh and 300,000 kWh, respectively. ***Respondents are therefore directed to propose carport PV systems that will achieve these respective levels of annual PV output at these two District locations.***

At the Fairfield District site, because net energy metering is limited to 1 MW of solar PV capacity, producing the minimum post-solar bill using a single PV System on its main account would mean (1) incurring substantial departing load charges and (2) effectively giving away significant amounts of "non-NEM" electricity to the grid -- thus likely making the achievement of the goal of PG&E bill minimization not cost effective since each incremental PV system size would result in increasingly higher departing load charges and non-NEM generation overages.

Therefore, the District believes that the better approach for most cost effectively achieving the greatest General Fund benefit at the Fairfield campus is to build the PV Systems with two points of interconnection, one to the main E20P account and a second to one of the two smaller accounts on the campus, with this second PV System placed on PG&E's RES-BCT tariff. In this manner, the excess production from the RES-BCT system can be used to create a bill credit that can be applied to the main E20P Fairfield account, and possibly, to other eligible Solano CCD accounts as well. The "main account" system will be the one with the 1 MW CSI reservation. The second, "RES-BCT" system, would be placed on PG&E's A6 tariff and sized to achieve the maximum level of bill credits allowed by the RES-BCT tariff. The District's preliminary analysis shows that the RES-BCT PV System should be sized to produce approximately 2.7 million kWh per year in order to produce the lowest possible PG&E bills overall.

Respondents are therefore requested to propose PV Systems at the Fairfield campus as follows:

1. ***A 1 MW-ac PV System that is interconnected to the Fairfield campus's main (E20P) PG&E account;***
2. ***A second PV System that is interconnected to one of the Fairfield campus's secondary accounts as a RES-BCT generating account, and for this system to produce approximately 2.7 million kWh per year.***

4 Operations and Maintenance Program and Output Guarantees

A minimum 10 year Operations and Maintenance ("O&M") agreement is required under the CSI Program.¹ For each of its PV Systems, the District expects to require a 25-year O&M agreement that

¹ "All contractors shall provide a minimum 10-year warranty to provide for no-cost repair and

otherwise conforms minimally to the CSI Program requirements, together with at least a 25-year, 95% output guarantee agreement. The minimum requirements for the output guarantee are described in Attachment G of this RFP. Respondents are invited to propose an output guarantee higher than 95% as well.

The District expects to pay up front for the first 10 years of the O&M agreement and to pay for the remaining 25-year period in 5-year installments. For the output guarantee cost, if any, the District expects to pay in a series of five 5-year installments.

5 Purpose of RFP

This RFP is part of the process for the District's selection of a qualified design-build contractor to provide Services for Photovoltaic PV Systems to be installed at District sites in Solano County, California. The District intends to award a single contract to a single Respondent for completion of Services; however, the District expressly reserves the right to award separate contracts to separate Respondents for performance of Services at separate Sites. This is not a request for bids or an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all Proposals, to waive any irregularity, and to sit and act as sole judge of the merit and qualifications of the materials and services offered therein.

5.1 District Modifications to RFP

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

5.2 No Oral Clarifications/Modifications

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

5.3 Public Records

replacement of the system for any expenses not otherwise covered by the manufacturer." (p. 28, California Solar Initiative Program Handbook, California Public Utilities Commission, June 2010)

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

5.4 Errors/Discrepancies/Clarifications to RFP

If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) requires clarifications of any portion of the RFP, the Respondent shall immediately provide written e-mail notice of such to Laura Scott, the District's Purchasing Technician/Buyer, at lscott2@solano.edu, with a cc to Clyde Murley, CCLC Solar Program Manager, at cmurley@cleague.org. Responses of the District to the notice of any errors or discrepancies herein, or request for clarification, will be in writing. If, in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by Ms. Scott no later than 5:00 P.M., August 27, 2012. The District will respond to clarification requests submitted thereafter solely at its discretion.

5.5 Examination of Site and Contract Documents.

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

6 Services and Component Requirements for Photovoltaic Systems

The successful Respondent (“Design-Builder”) will be responsible for completing “turnkey” Photovoltaic Systems on District Sites, including design/engineering, permitting, procurement, construction, installation and equipment commissioning/start-up, and ongoing operations and maintenance. The District also expects to require that the Design-Builder guarantee the kWh output stated in its Proposal for each selected Photovoltaic System.

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

6.1 General.

- (i) The Photovoltaic Systems must conform to current National Electrical Code and Title 24 of the California Code of Regulations.
- (ii) All outdoor enclosures should be at minimum rated NEMA 3R.
- (iii) Installations must be in compliance with Occupational Health and Safety Administration (OSHA) directives.

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

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

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

6.1.4 Electrical Power Generation. Power generated by the Photovoltaic Systems must be compatible with the existing distribution systems at the District’s Sites.

6.1.5 Utility Interconnection. The District’s potential solar sites receive generation, distribution, and transmission service from PG&E. Interconnection of power generated through the Photovoltaic Systems must be in compliance with applicable utility and regulatory requirements. The Design-Builder will be required to assist the District in preparing, submitting, and securing interconnection agreements with

PG&E for power generated by the Photovoltaic Systems. The Photovoltaic Systems must be capable of net metering.

6.1.6 Structural Requirements. Structures and structural components must be designed: (i) in accordance with all applicable DSA requirements; and (ii) with a minimum useful life of thirty (30) years. Structural calculations incorporated into the Design Documents must be stamped by a registered engineer under California law and reviewed/approved by DSA.

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

6.2 Codes and Standards.

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

6.2.2 Administrative Requirements. During the course of performance, the Design-Builder will be required to comply with administrative requirements including, without limitation, payment of prevailing wage rates, limitations on hours/days of work at the Site, non-discriminatory employment practices and implementation of safety programs.

6.2.3 Warranties. Respondents must offer warranty coverage (inclusive of materials, equipment and labor) for materials, equipment, workmanship and operation of the Photovoltaic Systems as follows: (i) at least twenty-five (25) years for photovoltaic panels; and (ii) at least ten (10) years for inverters and all other materials/equipment forming a part of the Photovoltaic Systems. Proposed Photovoltaic Systems must not render void, violate or otherwise limit other existing warranties covering any portion of existing District facilities, materials or equipment.

6.2.4 Operations & Maintenance. Design-Builder must offer at least: (i) semi-annual on-site inspection of all photovoltaic panels, inverters and other equipment/materials forming a

part of the Photovoltaic Systems; (ii) routine and scheduled testing and maintenance; and (iii) web-accessible real-time monitoring.

7 Energy Services Agreement

Incorporated as **Exhibit D** to this RFP is a form of Energy Services Agreement (“Agreement”), which the District anticipates executing with the successful Respondent(s) selected through this RFP process.

8 Community College League of California Payment Obligation

The District has enlisted the assistance of the Community College League of California (“CCLC”), and specifically the League’s Solar Consulting Services Program, in undertaking and managing this RFP process and in assisting the District more generally throughout its process of procuring and installing solar electric systems on its campuses. In order to reimburse the League’s Solar Consulting Services Program for its costs in providing this assistance, the District requires that each Respondent to this RFP indicate its agreement to making a payment to the CCLC Solar Consulting Services Program in the amount of 2.0% of the total amount of contract payments by the District to the Respondent/Design-Builder, inclusive of any Alternate Item costs as well as costs associated with operations and maintenance and/or output guarantee agreements that may be executed between the District and the Design-Builder in connection with the Photovoltaic Systems. Such payment shall be made out to “CCLC Solar Consulting Services Program” and shall be made in full within 30 days of the date the District makes its first payment to Design-Builder. In their Proposals, Respondents must acknowledge and agree to this requirement. Payment is to be sent to the attention of CCLC’s Solar Consulting Services Program Manager, Clyde Murley, to the following address: 1031 Ordway Street, Albany, CA 94706.

9 RFP Response

9.1 RFP Activities; Timeline.

The summary on the first page of this RFP describes the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities. No firm may withdraw its proposal for a period of ninety (90) days after the date set for receipt. **As stated on the summary, there is a mandatory pre-proposal meeting and site walk that will take place on August 23, 2012, starting at 9:00 AM at the Fairfield campus in the Board Room in Building 600.**

9.2 Submission of RFP Response.

- 9.2.1 Latest Date/Time for Submission of RFP Response. **The latest date/time for submission of RFP Responses is 3:00 P.M., September 14, 2012.** RFP Responses that are not actually received in the office of the District's Location for Submission of RFP Response at or prior to 3:00 P.M on this date may be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses.
- 9.2.2 Location for Submission of RFP Response. RFP Responses shall be submitted to: Laura Scott, Purchasing Technician/Buyer, Solano Community College, 4000 Suisun Valley Road, Fairfield, CA 94534.
- 9.2.3 RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.
- 9.2.4 Copies of RFP Response. Each Respondent shall submit an original hard copy and five (5) hard copies of its RFP Response, as well as an identical electronic version of its RFP Response on a CD or a USB flash drive. The CD or flash drive should also contain any word processing or spreadsheet files used in the preparation of the RFP, including but not limited to the completed Exhibit F (in Word document form) and the hourly PV production files (in Excel file form).

9.3 RFP Response Format/Contents.

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

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

- 9.3.1 Cover Sheet. Identify the submittal as the Response to this RFP and include an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contracts in connection with this RFP or the RFP Response.
- 9.3.2 Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing Services for the Photovoltaic Systems and a brief statement of the qualifications of the Respondent to provide the Services described in the Agreement. Provide contact information, including the telephone number, fax number and email

address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.

9.3.3 Executive Summary. Include an overall description of the Respondent's Photovoltaic Systems proposal. Include a table that lists the following, for each proposed PV System at each Site: Site identification by address and name as identified in this RFP; system capacity (in both AC and DC); installation type; expected annual and 25-year output; number, size, manufacturer, and model of inverters and PV modules; all-inclusive PV System price (excluding O&M and output guarantee costs, which the RFP requires elsewhere).

9.3.4 Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.

9.3.4.1 Tab 1: Proposal. Complete and execute the form of Proposal included with this RFP as **Attachment A and required documents as noted in Section of the Proposal at Attachment A.**

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

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

- 9.3.4.2 Tab 2: Non-Collusion Affidavit and Statement of Qualifications. Complete the Non-Collusion Affidavit and Respondent's Qualifications documents, which are incorporated into this RFP as **Exhibit B** and **Exhibit C**, respectively.
- 9.3.4.3 Tab 3: Financial Statement. Include the most current financial statement for the Respondent. Financial Statements must be reviewed or audited by a California licensed Certified Public Accountant.
- 9.3.4.4 Tab 4: Proposed Project Team. Identify key personnel proposed as part of the Project Team and indicate who key personnel work for (i.e. Respondent, sub-consultant or an independent contractor). The Design Consultants must include the following disciplines: (i) structural; (ii) electrical; (iii) civil; and (iv) landscape/irrigation. Include an organization chart illustrating the roles and relationships among the Respondent's proposed Project Team (including proposed Design Consultants, Project Manager and superintendents) and between the proposed Project Team and District personnel responsible for implementing the Project. Submit resumes of the key personnel which include the educational backgrounds as well as the skills and experience of such personnel in developing, preparing and completing commercial PV Systems.
- 9.3.4.5 Tab 5: Licenses. The District requires that Respondents possess, at the time of submission of a Proposal, at the time of award of the Contract and at all time during construction activities, the following classification(s) of California Contractor License: (A) General Contractor License and C-10: Electrical Contractor License, OR (B) General Engineering License and C-10: Electrical Contractor License. It is acceptable for a Respondent that does not possess a C-10: Electrical Contractor License to list a Subcontractor with C-10: Electrical Contractor License. A C-46: Solar Contractor License is desired but not mandatory. Any Respondent not so duly and properly licensed shall be subject to all penalties imposed by law.
- 9.3.4.6 Tab 6: Agreement Comments. Included with this RFP as **Exhibit D** is the Energy Services Agreement ("Agreement"). Respondents must thoroughly review the Agreement included herewith and must identify any term or condition of the Agreement which the Respondent requests modifying or deleting existing provisions or adding new provisions. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. The District will review but is not obligated to accept any proposed changes.
- 9.3.4.7 Tab 7: Customer References and Photovoltaic System Information. Included with this RFP as **Exhibit E** is the table "Customer References and Photovoltaic System Information," which Respondents must complete.

9.3.4.8 Tab 8; Technical Components. Include separate sub-parts (Tab 8-A: Technical Description) and (Tab 8-B: Architectural Plans) for Tab 8 incorporating the following:

Tab 8-A -- Technical Description. Using the WORD version of **Exhibit F**, provide a detailed description for each of the Photovoltaic Systems proposed at each potential solar site (unless the Response is the same for any group of proposed sites in which case you may provide a single response for a given group) that includes at least the following:

- 1) Power capacity measured at inverter input (DC kW) based on applicable California Energy Commission conventions;
- 2) Power capacity measured at electrical interconnection point (AC kW) based on applicable California Energy Commission conventions.
- 3) PV Modules
 - a. Number of PV modules for each proposed site.
 - b. PV module description and brand and model number.
 - c. PV module efficiency %; PV cell efficiency %.
 - d. Provide manufacturing data sheets for the proposed PV modules.
 - e. Indicate the PTC ratings for the proposed PV modules.
- 4) Inverters
 - a. Number and size for each proposed site.
 - b. Inverter brand(s), model(s), and efficiency (in %).
 - c. Provide manufacturing data sheets for the proposed inverters.
- 5) Parking Lot Mounting Systems -- Describe the type of mounting system proposed, and its features to optimize performance and to enhance aesthetics at each site.
- 6) Expected annual output production (AC kWh) during an average weather year. In addition to the annual value for each proposed site, also **provide this annual data in hourly intervals in a MS Excel file** (i.e., one column with 8760 rows of consecutive hourly output data, with the first row corresponding to the first hour of a calendar year). Identify the modeling program and weather data used to develop these annual output values. State what if any reductions are made to the modeled output data and explain the reason(s) for making these reductions.
- 7) Expected annual output degradation rate (%) over a twenty-five (25) year period.
- 8) Description of the integration of Photovoltaic Systems with campus electrical system and the interconnection of Photovoltaic Systems with utility grid.

- 9) Metering**
- a. Describe the PV System metering system.
 - b. Confirm that the meter is currently listed with the California Energy Commission and meets the minimum meter requirements set forth in the California Solar Initiative (“CSI”) Handbook, Section 5, Metering Requirements.
- 10) System Commissioning** – Describe in detail the commissioning process your firm would employ for each PV System, including but not limited to references to manufacturer’s specifications, calibration according to NIST, and how the proposed process would meet or exceed the requirements contained in Section 4 of the CEC’s Guide to Photovoltaic System Design and Installation. Confirm that all labor, equipment, and costs necessary to conduct system commissioning, including any required troubleshooting and corrections will be provided by your firm, and that no costs for same will be incurred by the District.
- 11) System Startup and Proving Period** – Describe the system startup and proving periods processes that your firm will undertake and complete, including the documentation of results that will be provided to the District.
- 12) Performance Verification, Monitoring and Reporting**
- a. Indicate if and how your firm would provide system performance monitoring and historical data access for customer via secure website.
 - b. Describe the staffing employed by your firm in charge of system monitoring and their associated FTE equivalent.
 - c. Provide resumes of employees and/or subcontractors engaged in system monitoring for your firm.
 - d. Provide a detailed description of your proposed PV system output performance verification system. Is it remote? Is it web-based? Provide a detailed description of the end-user interface, including technical documentation and user manuals that would be provided to the District.
 - e. Provide the number of operational systems under management by your firm.
 - f. Provide a detailed explanation of your firm’s response protocols to the full range of sources of Photovoltaic System underperformance.
- 13) The District intends for the Design-Builder to provide comprehensive maintenance, including corrective maintenance, of the Photovoltaic Systems for a term of twenty-five (25) years.**

- a. Provide a complete description of the scope and price (itemized separately from the cost of the Photovoltaic Systems) of the proposed operations and maintenance program, including a copy of your firm's proposed operations and maintenance services contract. Be sure that the extent and limitations of the corrective maintenance aspect of this program, i.e., what is and is not the Design-Builder's responsibility to correct, are explained clearly.
- b. Provide a detailed description of Respondent's relevant prior experience performing system maintenance and support. Highlight distinguishing elements of the services to be provided that will benefit the District and optimize system performance.
- c. Provide the location of the service office(s) that would be responsible for the system maintenance and performance monitoring of the District's Photovoltaic Systems.
- d. If maintenance to be performed by a sub-contractor, identify the subcontractor and provide their location and a detailed description of their relevant experience and qualifications.

14) Performance Estimation.

- a. Provide a detailed description of the approach used to estimate the performance of your proposed PV Systems, including (a) identification and description of all employed models and data sources, (b) a detailed description of the methodology and procedures used and (c) research conducted by or on behalf of your firm to ensure accuracy and calibration of performance modeling.
- b. Explain the basis for your firm's choice of performance model(s) and data sources.
- c. Describe your firm's or subcontractors' experience developing performance estimates.
- d. Provide resumes of your employees and/or subcontractors engaged in performance estimation.

15) Performance Track Record

- a. What is the average system availability of the PV systems your firm has installed previously and that have been maintained by the maintenance firm proposed in your Response?
- b. For at least five existing grid-connected PV projects installed by your firm that are similar to the proposed projects, and have participated in the California Solar Initiative Program, provide three years of actual

system annual energy production data that delineates both overall system performance and system availability, and indicates the degree of accuracy of actual production vs. the expected production as stated to the customer. Provide the customer name and contact information for each of these projects.

16) Warranties and Service Information

- a. State the PV module warranty period.
- b. Include a copy of the PV module warranty.
- c. State the inverter warranty period.
- d. Include a copy of the inverter warranty.
- e. Provide your firm's standard system warranty and service contract provisions.

17) Output Guarantee – The District expects to require an output guarantee for a term of twenty-five (25) years. Details on this performance guarantee are contained in Exhibit G.

The Output Guarantee will be designed such that the Design-Builder will be obligated to compensate the District for the cost of utility electricity purchases and/or lost CSI incentives resulting from electrical output over a defined “true-up” period (e.g., 5 years) being less than an agreed-upon minimum output expressed as a percentage of the output stated in the Design-Builder’s proposal. Guaranteed output levels would be adjusted upward or downward to compensate for weather conditions and there would be certain allowed provisions for adjusting the minimum output levels for reasons of data loss and factors outside the Design-Builder’s control, including force majeure events.

- a. Indicate what cost, if any, would need to be added to each of your PV System proposals, to include a performance guarantee as described above and in Attachment G.
- b. Identify any concerns or issues with the District’s performance guarantee requirement that you believe would need to be addressed as a condition of Respondent entering into this performance guarantee.
- c. Respondent may provide additional suggested material regarding the performance guarantee that it believes may be useful for the District to consider.

- 18) Excluded Costs** – Identify any categories of costs, apart from those described in Section 4 of this RFP that are expected to be the responsibility of the District’s Roofing Vendor, that the District may reasonably need to incur in order to properly operationalize and maintain the PV Systems included in your RFP Response that are excluded from the pricing provided in your RFP Response.

Tab 8-B -- Architectural Plans and Schematics. Provide drawings, elevations, models, photo simulations or other graphic materials which illustrate the proposed Photovoltaic Systems at each campus, including but not necessarily limited to proposed PV array layout and locations, electrical single-line diagrams, proposed inverter location(s), equipment lists, and equipment cut sheets or specifications. These documents must illustrate the size, character, and quality of the project and demonstrate that it meets the performance specifications defined in this RFP.

Tab 8-C -- Project Schedule. Provide a Project schedule/timeline describing the activity and time duration for each activity. The District intends for all PV Systems to have Permission to Operate from PG&E by April 30, 2013.

9.4 Selection Criteria

- 9.4.1 General. Timely submitted RFP Responses will be reviewed by the District. A Response to the RFP that does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness, provided that the District reserves the right to waive any deviation in a response to this RFP.
- 9.4.2 Evaluation Criteria and Metrics. The following set forth the criteria and metrics by which the District expects that each RFP Response will be evaluated. The District and the selection committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.
- 9.4.2.1 *Economic Value.* Responses will be evaluated based on the anticipated economic, budget reducing, and budget stabilization value of the electricity produced by the PV Systems. The primary measures of this value are the total system costs, the number of kWh’s of electricity that the District believes it is reasonable to assume will be produced by the Photovoltaic Systems, and the reasonably expected value of these kWh’s in terms of avoided utility costs and PV System CSI incentive payments. The District expressly reserves the right to award the contracts, if at all, to a Respondent whose proposal does not contain the lowest cost or economic value. The District expects to conduct its economic analysis within the following parameters:
- 9.4.2.2 *Utility Escalation Rates.* The District expects to apply a reasonable range of utility escalation rates in evaluating the expected long-term General Fund savings produced by the Photovoltaic Systems. The primary range of rates

employed for this purpose are expected to be between 3% and 5% (including expected inflation), although rates outside this range may also be used for purposes of conducting additional sensitivity analyses.

- 9.4.2.3 *CSI Incentive Rate.* The District has reserved a 1 MW CSI incentive of \$0.088 per kWh for PV for its Fairfiled campus and expects to apply for additional CSI reservations at its Vacaville and Vallejo sites.
- 9.4.2.4 *On-Site Electrical Usage.* The District expects to rely primarily on actual 2010-2011 electricity usage data at the relevant electric accounts, although higher and lower usage values may be assumed in sensitivity analyses.
- 9.4.2.5 *Electric Tariffs.* The District intends to seek placement on the most favorable permissible tariffs once the Photovoltaic Systems are operational.
- 9.4.2.6 *Long-Term O&M Costs.* In its economic analysis the District will assume ongoing annual O&M costs for a full 25 years.
- 9.4.2.7 *Discount Rate.* In instances in which the District may choose to discount future benefits and costs for economic analysis purposes it expects to use an annual discount rate that approximates anticipated inflation rates. The District believes that it is reasonable to assume a long-term annual inflation/discount rate of 2.5%.
- 9.4.2.8 *Type of Technology.* Pursuant to Government Code § 4217.18, the District shall have great latitude, and sole discretion, in characterizing, evaluating and determining the appropriate technological components that are integrated into and comprise the Photovoltaic Solar Systems installed at District sites. Accordingly, Responses will be evaluated based on the type of technology proposed including, without limitation, power capacity, PV module description and brand and model number, PV module efficiency; PV cell efficiency, manufacturing data sheets for the proposed PV modules, the PTC ratings for the proposed PV modules, Inverter brand(s), model(s), efficiency (in %), and manufacturing data sheets, etc.
- 9.4.2.9 *Relevant Experience, Ability, and Track Record.* The Respondent and its proposed Project Team will be evaluated based on experience and ability in providing Services for photovoltaic solar electric generating systems and prior experience with successfully providing Services for commercial-scale carport-mounted solar photovoltaic electric generating systems and situated on a campus of a public California higher education or K-12 institution within the past three (3) years. The Respondent and its Project Team will also be evaluated based on the District's overall assessment of Respondent's past record in designing and building reliably performing Photovoltaic Systems and its record of predicting and monitoring performance and providing strong operations and maintenance services and performance guarantees.

Customer reference checks may be used as one means of evaluating a Respondent's experience, ability, and track record.

9.4.2.10 *Responsiveness to RFP.* The District will evaluate the Respondent's responsiveness to the requirements of this RFP and the content of those responses. The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a public higher education or K-12 institution, including the relationships with management, administrative, technical and end-user staff of prior clients.

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

9.5 Interviews.

The District may, in its sole discretion, require Respondents to participate in an interview with a Selection Committee established by the District. Interviews, if conducted by the Selection Committee, will generally consist of no more than forty-five (45) minutes for each Respondent's presentation, followed by questions posed by the Selection Committee. Respondents selected for the interview process shall be at the sole discretion of the District. If requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its key personnel of the Respondent and its Project Team.

9.6 Cost Negotiations.

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

10 **Award of Agreement.**

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

Exhibits

Exhibits A through G are contained in this RFP document. Exhibits H through K are available on the District website or from Clyde Murley, CCLC Solar Program Manager (cmurley@cleague.org, (510) 528-8953).

Exhibit A

PROPOSAL

TO: SOLANO COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees ("The District").

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Telecopier)

(E-Mail Address of Bidder's Representative(s))

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

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

(Address)

(City, State, Zip Code)

(Telephone/Telecopier)

PROJECT: SOLANO COMMUNITY COLLEGE DISTRICT SOLAR PROJECT

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

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

1. **Proposal Submission.** This Proposal is submitted by _____ (“Respondent”); if the Energy Services Agreement for the Project is awarded to the Respondent, the Respondent shall execute the Agreement in the form substantially provided in Attachment I, subject to discussion and consent of the District and shall complete the Services for the Project in accordance with the Contract Documents, for the Contract Price and within the Contract Time set forth therein.

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

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

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

| Addenda Number | Addenda Received by Respondent | Addenda Incorporated Into Proposal |
|----------------|--|--|
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

5. Price Proposal.

In accordance with the RFP Instructions, the undersigned Respondent hereby submits its proposed pricing options (“Proposed Price”) to complete EPC, O&M, and Output Guarantee Services for the Photovoltaic Systems as follows:

| | Fairfield | Vacaville | Vallejo |
|---|------------------|------------------|----------------|
| System Type | | | |
| System Capacity (kW-dc) | | | |
| System Capacity (kW-ac) | | | |
| System Output (kWh; first full year) | | | |
| Design Fee | \$ | \$ | \$ |
| Procurement & Construction Costs (including permit fees) | \$ | \$ | \$ |
| Equipment Start-Up, Commissioning, and Closeout | \$ | \$ | \$ |
| Total System Cost to District (excluding O&M and Output Guarantee Costs) | \$ | \$ | \$ |
| O&M Price*: First 10 years | \$ | \$ | \$ |
| O&M Price*: Annual Price for years 11-25 | \$ | \$ | \$ |
| O&M *: Years 1-10 Prepaid Price | \$ | \$ | \$ |
| Output Guarantee: First 5 years | \$ | \$ | \$ |
| Output Guarantee: Annual price for each year 6-25 | \$ | \$ | \$ |
| Annual escalator % for O&M years 11-25 and Output Guarantee years 6-25 | | | |
| Any additional pricing terms or offers | | | |
| <p>* O&M Services should include component replacement, including inverter replacement, as may be required to maintain full operation of Systems through the applicable time period.</p> <p>If proposal contains more than one option for each campus site, please duplicate and complete this table for additional proposed options. Add any additional pricing options if and as proposed.</p> | | | |

The Respondent confirms that the foregoing Proposed Prices are inclusive of: (i) all work, labor, materials, services and all other obligations under the Contract Documents; (ii) all general administrative overhead costs and expenses, whether for home-office, field office or otherwise; and (iii) profit.

- 6. Project Duration.** Design-Builder shall achieve Final Completion of the Services on or before December 31, 2013. Final Completion means that each of the following has been achieved in accordance with Prudent Industry Practices and the other requirements of the Contract Documents: (a) Achievement of Mechanical Completion and all conditions thereto continue to be satisfied; (b) All of the electrical works and all other infrastructure necessary to achieve connection of the System to the Utility’s electricity transmission system are fully energized; (c) Successful testing of all systems comprising the System in accordance with the requirements of the Agreement; (d) The System is capable of operating safely in accordance with Prudent Industry Practices and all applicable Laws; (e) all applicable DSA requirements have been met; Permission to Operate has been granted by PG&E.
- 7. Schedule Proposal.** The undersigned Respondent proposes to complete activities and tasks necessary for design and construction of the Project in accordance with the Proposed Project Schedule incorporated into Tab 8 of this Proposal. The Proposed Project Schedule incorporated into Tab 8 is summarized as follows:

| Activity/Task | Respondent’s Proposed Commencement Date | Respondent’s Proposed Completion Date |
|--|---|---------------------------------------|
| Complete Design Documents and Submitted to the District for Review and Comment | | |
| District Review and Comments to Design Documents | | |
| Complete Incorporation of District Comments into Design Documents | | |
| Submittal of Completed Design Documents to DSA for Review and Permitting | N/A | |
| DSA Construction Permit Issuance | | |
| Commencement of Construction | | N/A |
| Project Substantial Completion | N/A | |
| Project Final Completion | N/A | |

7.1. Respondent’s Acknowledgment. The undersigned Respondent acknowledges that if it is subject to Liquidated Damages liability, the District may deduct Liquidated Damages from the Contract Price then or thereafter due the Respondent, the District may seek recovery of Liquidated Damages from the Respondent’s Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

- 8. Contractor's License.** The undersigned Respondent certifies that Respondent or Respondent’s contractor: (a) it is duly licensed as required by the California Contractors License Law, in the necessary class(es) for performing the Work of the Contract Documents,

under the following classification(s) _____, bearing License Number(s)_____; (b) that such license(s) shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be properly licensed as required by California law to perform or provide such portion of the Work.

9. Design Professional's License. The undersigned Respondent certifies that Respondent or Respondent's design professional(s) providing professional services hereunder are properly licensed as required by California law.

10. Award of Contract.

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

10.2. Respondent Responsibilities. If the undersigned Respondent is awarded the Contract, the Respondent shall execute and return the executed Agreement to the District within ten (10) calendar days of the date of the Board of Trustees action awarding the Contract to the Respondent. Concurrently with return of the executed Agreement, the Respondent shall also submit: (i) Certificates of Insurance evidencing that the policies of insurance in the minimum coverage amounts set forth in the RFP and the Contract Documents have been obtained by the Respondent; (ii) duly executed and issued Labor & Materials Payment Bond and Performance Bond; (iii) duly completed and executed Prevailing Wage, Workers Compensation Certification, Criminal Background Investigation Certification, Lead Products Certification, Drug-Free Workplace Certification, Asbestos & Other Hazardous Materials Certification, and Roofing Certification.

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

Dated: _____, 2012

By: _____

Title: _____

End of Exhibit A

Exhibit B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)

COUNTY OF _____)

PROJECT: SOLANO COMMUNITY COLLEGE DISTRICT SOLAR PROJECT

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Proposal ("the Respondent"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Respondent has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other respondent, or to fix any overhead, profit or cost element of the bid price or that of any other respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this ____ day of _____, 2011 at _____.
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

ATTACH NOTARIAL ACKNOWLEDGMENT

End of Exhibit B

Exhibit C

STATEMENT OF RESPONDENT'S QUALIFICATIONS

Bidder Name: _____

Project: SOLANO COMMUNITY COLLEGE DISTRICT SOLAR PROJECT

1. Bidder's Organization

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

1.1.1 If a corporation, state the following:

State of incorporation: _____

Date of incorporation: _____

President/Chief Executive Officer: _____

Secretary: _____

Treasurer/Chief Financial Officer: _____

1.1.2 If a partnership, state the following:

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

Date of Organization: _____

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

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

1.1.4 If a joint venture, state the following

Date of organization: _____

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

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

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

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

1.5 Your organization's Federal Tax Identification Number: _____

2. **Construction Licensing**

2.1 California Contractors License: Number: _____

Expiration Date: _____

Responsible Managing Employee/Officer: _____

License Classification(s): _____

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

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

2.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? Yes No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other

action imposed or taken by the California Contractors State License Board as a result of any such complaint.

3. **Professional Engineering Licensing**

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

| Discipline | Full Time (FT)/ Part Time (PT) | Name | License No. |
|------------|-----------------------------------|------|-------------|
| Electrical | | | |
| Structural | | | |
| Mechanical | | | |

4. **Experience**

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

4.2 On a separate sheet attachment labeled *Attachment C-4.2*, provide details of and discuss public education (both K-12 and higher education) **installations of photovoltaic solar generating projects your organization has completed** that reflect the skills, experience and other qualifications of the Respondent and its proposed personnel to successfully complete Services. The discussion of experience must specifically address: (i). Completed Services for a California K-12 district or California community college district within the past three (3) years for roof-mounted or carport-mounted grid-connected photovoltaic solar generating projects of at least 500 kW(ac) capacity; (ii) Design phase and construction phase quality control measures and programs; and (iii) Experience with DSA reviews, approvals and permitting processes and procedures.

4.3 Describe all **currently operating, non-residential, grid-connected PV projects greater than 500 kW(ac)** for which your firm has **completed** installations in California within the past three (3) years (not in development). For each system, provide the following information, using this tabular format, *adding additional columns as required*. List any community college and K-12 district projects ahead of all other projects.

| | System 1 | System 2 |
|---|----------|----------|
| Total kWp installed / System Size (kWp rating) | | |
| Customer's/Owner's/Institution's name with Contact Person's Name, E-Mail, Address, Phone Number | | |
| Location | | |
| Rooftop, Ground-based, or Carport? | | |
| Fixed or Tracking? | | |
| Installation date & "online" date | | |
| Current operating status | | |
| Precise role(s) your company performed for this project (i.e. material supplier, lead contractor, electrical subcontractor, design, consulting, etc.) | | |

4.4 Describe all **non-residential, grid-connected PV projects greater than 500 kW(ac)** that your organization currently has in progress. For each system, provide the following information, using this tabular format, *adding additional columns as required*. List any community college and K-12 districts ahead of all other projects.

| | System 1 | System 2 |
|---|----------|----------|
| Total kWp installed / System Size (kWp rating) | | |
| Customer's/Owner's/Institution's name with Contact Person's Name, E-Mail, Address, Phone Number | | |
| Location | | |
| Rooftop, Ground-based, or Carport? | | |
| Fixed or Tracking? | | |
| Installation date & "online" date | | |
| Current operating status | | |
| Precise role(s) your company performed for this project (i.e. material supplier, lead contractor, electrical subcontractor, design, consulting, etc.) | | |

5. Performance History

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

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

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

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

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

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

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

5.2 Has your firm or any predecessor to your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any **false claim or material misrepresentation** to any public agency or entity?
 Yes No

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

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

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

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

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

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

If "yes" provide details on a separate attachment.

5.6 Was your firm, or any predecessor to your firm, in bankruptcy any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 5-5, above). Yes No

If "yes" provide on a separate attachment.

5.7 In the last five (5) years, has your firm or any predecessor to your firm, been denied an award of a public works contract based on a finding by a public agency that your organization was not a responsible bidder? Yes No

If "yes" provide details on a separate attachment.

5.8 Within the last five (5) years, has there ever been a period when your organization had employees but was without workers' compensation insurance or state-approved self-insurance? Yes No

If "yes" provide details on a separate attachment.

5.9 Has your organization ever refused to sign a construction contract or photovoltaic solar generating project awarded to it? Yes No

If "yes," on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

5.10 Has your organization ever failed to complete a construction contract or photovoltaic solar generating project contract? Yes No

If "yes," on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

5.11 Has your organization ever been declared in default under a construction contract or photovoltaic solar generating project contract? Yes No

If "yes," on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

5.12 Has any construction contract or photovoltaic solar generating project contract to which your organization was/is a party been terminated for the convenience of the project owner? Yes No

If "yes," identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

- 5.13 Has your organization been required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the past three (3) years? Yes No

If "yes" state the percentage that your organization was required to pay. You may provide an explanation for a percentage rate higher than one percent (1%), if you wish to do so.

- 5.14 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract or photovoltaic solar generating project contract? Yes No

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

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

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

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

- 5.17 At any time during the past five (5) years, has any surety company made any payments on behalf of your organization to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? Yes No

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

- 5.18 In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No

6. **Safety.**

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

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

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

7. **Labor; Prevailing Wage and Apprenticeship Compliance**

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

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

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

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

_____ Yes _____ No

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

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

8.1 Trade References (three (3) minimum)

8.2 Bank References

8.3 Owner references (three (3) minimum, preferably California K-12 school districts)

9. Accuracy and Authority

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

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

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

End of Exhibit C

Exhibit D

AGREEMENT FOR DESIGN, INSTALLATION AND COMMISSIONING OF SOLAR/PHOTOVOLTAIC SYSTEM

This Agreement for Design, Installation and Commissioning of Solar/Photovoltaic System ("Agreement") is made as of _____, 20__, between the Solano Community College District ("District") and _____ ("Design-Builder") (together, "Parties").

1. **Services.** Design-Builder shall furnish to the District the labor, equipment, material, and services as described in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Design-Builder shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required and will achieve Final Completion of the Services on or before _____, 20__.
 - 2.1. Final Completion means that each of the following has been achieved in accordance with Prudent Industry Practices and the other requirements of the Contract Documents: (a) Achievement of Mechanical Completion and all conditions thereto continue to be satisfied; (b) All of the electrical works and all other infrastructure necessary to achieve connection of the System to the Utility's electricity transmission system are fully energized; (c) Successful testing of all systems comprising the System in accordance with the requirements of the Agreement; and (d) The System is capable of operating safely in accordance with Prudent Industry Practices and all applicable Laws.
3. **Liquidated Damages.** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Design-Builder's delay; therefore, Design-Builder agrees that it shall pay to the District the sum of FIVE THOUSAND DOLLARS (\$5,000) per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Design-Builder under this Agreement, the District may seek recovery of Liquidated Damages from the Respondent's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Respondent or the Performance Bond Surety without having exhausted remedies against the other.

4. **Grants/Rebates/Incentives.** Design-Builder shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Site(s). Design-Builder shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. If the District does not obtain extensions for the rebates on terms satisfactory to the District on its sole discretion, the District may terminate the Contract Documents upon written notice to Design-Builder without liability to either Party.

5. Submittal of Documents. Design-Builder shall not commence the Work under this Agreement until the Design-Builder has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Proposal | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Noncollusion Declaration | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Exhibit "A-1" ("System Description") |
| <input type="checkbox"/> Criminal Background Investigation Certification | <input checked="" type="checkbox"/> Exhibit "A-2" ("Scope of Work") |
| <input type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> Maintenance Services Agreement |
| <input type="checkbox"/> Tobacco-Free Environment Certification | <input checked="" type="checkbox"/> Performance Guarantee |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | _____ [Other] |
| <input type="checkbox"/> Lead-Product(s) Certification | _____ [Other] |
| <input type="checkbox"/> Roofing Project Certification | |

The above-referenced documents shall be presented to the District for approval within seven (7) days after execution of the Agreement.

6. Compensation. As compensation for the Work, the District shall pay to the Design-Builder _____ DOLLARS (\$_____) ("Total Contract Price"). Such amount shall not be increased without the express approval of the Board.

7. Community College League of California Payment Obligation. The Parties acknowledge that the District has enlisted the assistance of the Community College League of California ("CCLC") in undertaking and managing the solar/photovoltaic ("PV") procurement process that has resulted in this Agreement, and that the District's Request for Proposals ("RFP") resulting in this Agreement instructed each Respondent to this RFP, including Design-Builder, to indicate its agreement to making a payment to CCLC in the amount of 1.0% of the total amount of contract payments by the District to the Design-Builder, inclusive of any Alternate Item costs as well as costs associated with operations and maintenance and/or output guarantee agreements that may be executed between the District and the Design-Builder in connection with the Systems. Design-Builder therefore shall make payment to CCLC in the amount of _____ DOLLARS (\$_____). Such payment shall be made directly to CCLC by the Design-Builder and shall be made in full at the time that the District makes its first payment to Design-Builder. Payment shall be sent to the attention of CCLC's Vice President, Kimi Shigetani, to the following address: Community College League of California, 2017 O Street, Sacramento, CA 95811-5211. Ms. Shigetani may be contacted at (916) 444-8641.

- 8. Expenses.** District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing services for District.
- 9. Payment.** On a monthly basis, Design-Builder shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Design-Builder shall be paid a sum equal to ninety-five percent (95%), a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Design-Builder; (6) unauthorized deviations from the Agreement; (7) failure of the Design-Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (8) erroneous or false estimates by the Design-Builder of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Design-Builder is liable under the Contract; and (10) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 10. Independent Contractor.** Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Design-Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Design-Builder's employees. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 11. Standard of Care.** Design-Builder's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Solar Practices and all Applicable Law, including the applicable provisions of California Code of Regulations, Title 24, Pacific Gas and Electric, Co.'s applicable interconnection requirements ("PG&E"), the requirements of the Division of State Architect ("DSA") and the California Department of Education, and the District's Design Guides and Technical Specifications. Design-Builder represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the

District's general right of inspection and supervision to secure the satisfactory completion thereof.

12.Originality of Services. Design-Builder agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Design-Builder and shall not be copied in whole or in part from any other source, except that submitted to Design-Builder by District as a basis for such services.

13.Copyright/Trademark/Patent. Design-Builder understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Design-Builder consents to use of Design-Builder's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14.Notice to Proceed. After the design of the PV system is approved by the District, the District shall provide a Notice to Proceed to Design-Builder at which time Design-Builder shall proceed with the construction Work.

15.Site Examination. Design-Builder has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Design-Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Design-Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

16.Materials. Design-Builder shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

16.1. Anti-Trust Claim. Design-Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the parties.

16.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

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

responsibilities related to photovoltaic modules containing hazardous materials must be clearly identified.

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

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

17. Equipment and Labor. Design-Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

18. Warranty/Quality. Unless a longer warranty is called for elsewhere in this Agreement, the Design-Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

18.1. PV modules used in this project shall have a 25-year product warranty from the date of sale.

18.2. Power Conditioning Equipment, including inverter(s), shall have a 5-year minimum product warranty from the date of sale.

18.3. Design-Builder shall be responsible for providing no-cost repair and component replacement not covered by the manufacturers of the components of the Systems for a period of 10 years after the Final Completion Date on all equipment, systems and controls necessary to endure PV production at the performance level set forth in the Performance Guarantee. This provision does not reduce any of Design-Builder’s obligations to the District required by the Maintenance Service Agreement or the Performance Guarantee.

19. Correction of Errors. Design-Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Design-Builder’s failure to comply with the standard of care required herein.

20. Trench Shoring. If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Design-Builder must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

21. Excavations Over Four Feet. If this Contract includes excavations over four (4) feet, Design-Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the work, the Design-Builder shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. Design-Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

22. Lead-Based Paint. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Paint Certification, if applicable.

23. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Design-Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Design-Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Design-Builder or a subcontractor. In addition to any other information requested, Design-Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Design-Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Design-Builder, the following format shall be used, supported by attached documentation.

| | WORK PERFORMED OTHER THAN BY DESIGN-BUILDER | ADD |
|-----|---|------------|
| (a) | Material (attach itemized quantity & unit cost plus sales tax) | \$ |
| (b) | Add Labor (attach itemized hours & rates, fully encumbered) | \$ |
| (c) | Add Equipment (attach suppliers' invoice) | \$ |
| (d) | Subtotal | \$ |
| (e) | Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed 10% of item (d) | \$ |
| (f) | Subtotal | \$ |
| (g) | Add overhead and profit for Design-Builder, not to exceed 5% of Item (f) | \$ |
| (h) | Subtotal | \$ |
| (i) | Add Bond and Insurance, not to exceed two percent (2%) of Item (h) | \$ |
| (j) | TOTAL | \$ |
| (k) | Time | ___ Days |

| | WORK PERFORMED BY DESIGN-BUILDER | ADD |
|-----|--|------------|
| (a) | Material (attach itemized quantity & unit cost plus sales tax) | |
| (b) | Add Labor (attach itemized hours & rates, fully encumbered) | |
| (c) | Add Equipment (attach suppliers' invoice) | |
| (d) | Subtotal | |
| (e) | Add overhead and profit for Design-Builder, not to exceed 15% of item (d). | |
| (f) | Subtotal | |
| (g) | Add Bond and Insurance, not to exceed 2% of Item (f) | |
| (h) | TOTAL | |
| (i) | Time | ___ Days |

24. Workers. Design-Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

25. Design-Builder Supervision. Design-Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

26. Safety and Security. Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

27.Clean Up. Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

28.Access to Work. District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access.

29.Protection of Work and Property. Design-Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

30.Occupancy. District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

31.Force Majeure. Design-Builder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Design-Builder.

32.Termination.

32.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Design-Builder only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Design-Builder. Notice shall be deemed given when received by the Design-Builder or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Design-Builder for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

32.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

32.2.1. material violation of this Agreement by the Design-Builder; or

32.2.2. any act by Design-Builder exposing the District to liability to others for personal injury or property damage; or

32.2.3. Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Design-Builder. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, Design-Builder shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

32.3. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

33. Indemnification. To the furthest extent permitted by California law, Design-Builder shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Design-Builder under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Design-Builder proposes to defend the indemnified parties.

34. Insurance.

34.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Services the following insurance:

34.1.1. General Liability. Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

34.1.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) combined single limit per occurrence for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Design-Builder.

34.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder shall keep in full force and effect, a Workers' Compensation policy.

That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Design-Builder shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

- 34.1.4. Professional Liability (Errors and Omissions).** One Million Dollars (\$1,000,000) for errors and omissions as appropriate to profession of engineer designing photovoltaic system, coverage to continue through completion of construction plus two years thereafter.
- 34.1.5. Builder's Risk Insurance.** On a replacement cost value basis, Design-Builder shall procure and maintain, during the life of this Agreement, Builder's Risk (Course of Construction), or similar first party property coverage to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.
- 34.1.6. Umbrella or Excess Liability.** Four Million Dollars (\$4,000,000) per occurrence to meet the policy limit requirements of the required policies if Design-Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Design-Builder, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.
- 34.1.7. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 - 34.1.7.1.** For the general liability and automobile liability policies:
 - 34.1.7.1.1.** The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Design-Builder; instruments of Service and completed operations of the Design-Builder; premises owned, occupied or used by Design-Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall

contain no special limitations on the scope of protection afforded to the Additional Insureds.

34.1.7.1.2. For any claims related to the projects, Design-Builder's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

34.1.7.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

34.1.7.2. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

34.1.7.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

34.1.7.4. Design-Builder shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

34.1.8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

35. Payment Bond and Performance Bond. Design-Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Construction Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

36. Permits and Licenses. Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

37. Assignment. The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District.

38. Subcontractors. Subcontractors, if any, engaged by the Design-Builder for any Service or Work under this Agreement shall be subject to the approval of the District. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

39. Compliance with Laws. Design-Builder shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.

39.1. Design-Builder hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work.

39.2. Labor Code Requirements. Design-Builder shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Design-Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Design-Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

40. Certified Payroll Records: Design-Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.

41. Audit. Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Design-Builder shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all

billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.

42. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Design-Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.

43. Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

43.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the foregoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the California Solar Initiative or other incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the Generating Facilities or the energy produced from the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities.

43.2. All rights and interests in performance based incentive payments to be made under the California Solar Initiative.

43.3. All reporting rights and the exclusive rights to claim responsibility for the delivery of the energy from the Generating Facilities.

43.4. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases resulting from the generation and delivery of energy.

43.5. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

43.6. All "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Generating Facilities.

44.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

45.Confidentiality. Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

46.Disputes. In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Design-Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. The demand for mediation of any claim over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Design-Builder's submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Design-Builder's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

47.Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

48. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Design-Builder

Solano Community College District
[ADDRESS]

ATTN: _____
FAX: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

49. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

50. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

51. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

52. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

53. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

54. Cooperation. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.

55. Binding Contract. This Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

56. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

57. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

58. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

59. Counterparts. This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.

60. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

61. Entire Contract. This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SOLANO COMMUNITY COLLEGE DISTRICT

[DESIGN-BUILDER]

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Information regarding Design-Builder:

Proper Name: _____
License No.: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Design-Builder to furnish the information requested in this section.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

Exhibit A-1

10.1.1 System Description

10.1.2 [THIS IS A GENERAL DESCRIPTION WHICH SHOULD FORM THE BASIS FOR PROPOSALS. THIS SCOPE WILL BE FINALIZED WITH THE SELECTED FIRM.]

System Size (DC kW):

System Location:

Expected Modules:

Expected Inverter:

Expected Structure:

Includes:

- DSA approvals;
- SolarGuard Monitoring System, including network access/high speed internet connection;
- Modifications to existing structures required to accommodate solar array, including structural enhancements;
- Re-roofing of existing structures, maintaining existing roof warranty;
- Electrical service or cabinet transfer upgrades required to accommodate PV system;
- Main electrical panel enhancements;
- Hazardous waste removal;
- Permitting and Plan Check Fees;
- Bonds;
- Trenching;
- Blocking;
- Any necessary plumbing, lighting, fire suppression, painting, interior finish, fixtures, sealing, site-work, structural construction.

Exhibit A-2

Scope of Work

Design-Builder's entire Proposal is not made part of this Agreement.

[AT A MINIMUM, SCOPE OF SERVICES DESCRIBED IN THE REQUEST FOR PROPOSALS WILL BE INSERTED HERE. THIS SCOPE WILL BE FINALIZED WITH THE SELECTED FIRM.]

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Design-Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Design-Builder's work on the Project for District.

Design-Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Design-Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Design-Builder's expense at no additional cost to the District.

Design-Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Design-Builder and its employees will be providing services for the District, and because the Design-Builder's work may disturb lead-containing building materials, **DESIGN-BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Design-Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Design-Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Design-Builder.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Design-Builder, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Design-Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Design-Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Design-Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The undersigned hereby acknowledges, under penalty of perjury, that he or she has received notification of potential lead-based materials on the owner's property, as well as the existence of applicable laws, rules and regulations governing work with, and disposal of, such materials with which it must comply. The undersigned also warrants that he or she has the authority to sign on behalf of and bind the design-builder.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Solano Community College District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period ending one year after the date of Final Completion during which

time Surety's obligation shall continue if Design-Builder shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under the Performance Guarantee, the Maintenance Services Agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date.

Nothing herein shall limit the District's rights or the Design-Builder or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Design-Builder under California Code of Civil Procedure section 337.15

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Solano Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Exhibit E

Customer References and Photovoltaic System Information

Provide at least 5 customer references and associated information regarding Photovoltaic Systems your firm previously installed for them.

| | Company/Institution Contact Person | Email and Phone Number | System Size (kWdc) | Expected First Year Production (kWh) | System Type (carport, rooftop, ground) | Fixed or Tracking | System Online Date | Energy Production to Date (kWh) | Expected vs. Actual Energy Production Since Inception |
|---|------------------------------------|------------------------|--------------------|--------------------------------------|--|-------------------|--------------------|---------------------------------|---|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |

Dated: _____, 2012

By: _____

Title: _____

Exhibit F

Tab 8-A Technical Description

Provide a detailed description for each of the Photovoltaic Systems proposed at each potential solar PV site (unless the Response is the same for a given groups of systems in which case you may provide a single response for such a group) that includes at least the following:

| | | |
|----|---|--|
| 1) | Power capacity measured at inverter input (DC kW) based on applicable California Energy Commission conventions. | |
| 2) | Power capacity measured at electrical interconnection point (AC kW) based on applicable California Energy Commission conventions. | |
| 3) | PV Modules | |
| a. | Number of PV modules for each proposed site. | |
| b. | PV module description and brand and model number. | |
| c. | PV module efficiency %; PV cell efficiency %. | |
| d. | Provide manufacturing data sheets for the proposed PV modules. | |
| e. | Indicate the PTC ratings for the proposed PV modules. | |
| f. | Provide an explanation for your choice of PV module. | |

| | |
|---|--|
| 4) Inverters | |
| a. Number and size for each proposed site. | |
| b. Inverter brand(s), model(s), and efficiency (in %). | |
| c. Provide manufacturing data sheets for the proposed inverters. | |
| d. Provide an explanation for your choice of inverter. | |
| 5) Parking Lot Mounting Systems -- Describe the type of mounting system proposed, and its features to optimize performance and to enhance aesthetics at each site. | |
| 6) Expected annual output production (AC kWh) during an average weather year. In addition to the annual value for each proposed site, also provide this annual data in hourly intervals in a MS Excel file (i.e., one column with 8760 rows of consecutive hourly output data, with the first row corresponding to the first hour of a calendar year). Identify the modeling program and weather data used to develop these annual output values. State what if any reductions are made to the modeled output data and explain the reason(s) for making these reductions | |
| 7) Expected annual output degradation rate (%). | |

| | |
|--|--|
| <p>8) Description of the integration of Photovoltaic Systems with campus electrical system and the interconnection of Photovoltaic Systems with utility grid.</p> | |
| <p>9) Metering</p> | |
| <p>a. Describe the PV System metering system.</p> | |
| <p>b. Confirm that the meter is currently listed with the California Energy Commission and meets the minimum meter requirements set forth in the California Solar Initiative (“CSI”) Handbook, Section 5, Metering Requiriements.</p> | |
| <p>10) System Commissioning</p> | |
| <p>a. Describe in detail the commissioning process your firm would employ for each PV System, including but not limited to references to manufacturer’s specifications, calibration according to NIST, and how the proposed process would meet or exceed the requirements contained in Section 4 of the CEC’s Guide to Photovoltaic System Design and Installation. Confirm that all labor, equipment, and costs necessary to conduct system commissioning, including any required troubleshooting and corrections will be provided by your firm, and that no costs for same will be incurred by the District.</p> | |

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| 11) System Startup and Proving Period | |
| a. Describe the system startup and proving periods processes that your firm will undertake and complete, including the documentation of results that will be provided to the District. | |

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|---|--|
| 12) Performance Verification and Monitoring | |
| a. Indicate if and how your firm would provide system performance monitoring and historical data access for customer via secure website. | |
| b. Describe the staffing employed by your firm in charge of system monitoring and their associated FTE equivalent. | |
| c. Provide resumes of employees and/or subcontractors engaged in system monitoring for your firm. | |
| d. Provide a detailed description of your proposed system output performance verification methodology. Is it remote? Is it web-based? Provide a detailed description of the end-user interface. | |
| e. Provide the number of operational systems under management by your firm. | |
| f. Provide a detailed explanation of your firm's response protocols to the full range of sources of Photovoltaic System underperformance. | |

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| <p>13) The District intends for the Design-Builder to provide comprehensive maintenance, including corrective maintenance, of the Photovoltaic Systems for an initial term of fifteen (15) years.</p> | |
| <p>a. Provide a complete description of the scope and price (itemized separately from the cost of the Photovoltaic Systems) of the proposed maintenance program. Be sure to clearly explain the extent, and limitations, of the corrective maintenance aspect of this program, i.e., what is and is not the Design-Builder's responsibility to correct.</p> | |
| <p>b. Provide a detailed description of Respondent's relevant prior experience performing system maintenance and support. Highlight distinguishing elements of the services to be provided that will benefit the District and optimize system performance.</p> | |
| <p>c. Provide the location of the service office(s) that would be responsible for the system maintenance and performance monitoring of the District's Photovoltaic Systems.</p> | |
| <p>d. If maintenance to be performed by a sub-contractor, identify the subcontractor and provide their location and a detailed description of their relevant experience and qualifications.</p> | |

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| 14) Performance Estimation. | |
| a. Provide a detailed description of the approach used to estimate the performance of your proposed Photovoltaic Systems, including (a) identification and description of all employed models and data sources, (b) a detailed description of the methodology and procedures used and (c) research conducted by or on behalf of your firm to ensure accuracy and calibration of performance modeling. | |
| b. Explain the basis for your firm's choice of performance model(s) and data sources. | |
| c. Describe your firm's or subcontractor's experience developing performance estimates. | |
| d. Provide resumes of your employees and/or subcontractors engaged in performance estimation. | |

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| 15) Performance Track Record | |
| a. What is the average system availability of the PV systems your firm has installed previously and that have been maintained by the maintenance firm proposed in your Response? | |
| b. For at least five existing grid-connected PV projects installed by your firm that are similar to the proposed projects, each at least 500 kW in size, and have participated in the California Solar Initiative Program, provide three years of actual system annual energy production data that delineates both overall system performance and system availability, and indicates the degree of accuracy of actual production vs. the expected production as stated to the customer. Provide the customer name and contact information for each of these projects. | |

| | |
|--|--|
| 16) Warranties and Service Information | |
| a. State the PV module warranty period. | |
| b. Include a copy of the PV module warranty. | |
| c. State the inverter warranty period. | |
| d. Include a copy of the inverter warranty. | |
| e. Provide your firm's standard system warranty and service contract provisions. | |

17) The District expects to require an output guarantee for a term of twenty-five (25) years. Details on this performance guarantee are contained in **Exhibit G.**

The Output Guarantee will be designed such that the Design-Builder will be obligated to compensate the District for the cost of utility electricity purchases and/or lost CSI incentives resulting from electrical output over a defined “true-up” period (e.g., 5 years) being less than an agreed-upon minimum output expressed as a percentage of the output stated in the Design-Builder’s proposal. Guaranteed output levels would be adjusted upward or downward to compensate for weather conditions and there would be certain allowed provisions for adjusting the minimum output levels for reasons of data loss and factors outside the Design-Builder’s control, including force majeure events.

| | |
|--|--|
| <p>a. Indicate what cost, if any, would need to be added to each of your PV System proposals to include a performance guarantee as described above and in Exhibit G.</p> | |
| <p>b. Identify any concerns or issues with the District’s performance guarantee requirement that you believe would need to be addressed as a condition of Respondent entering into this performance guarantee.</p> | |
| <p>c. Respondent may provide additional suggested material regarding the performance guarantee that it believes may be useful for the District to consider.</p> | |

Dated: _____, 2012 By: _____ /Title: _____

Exhibit G

Output Guarantee Minimum Requirements

Design-Builder shall provide a guarantee of at least 95% of kWh output for each PV System as stated in Design-Builder's proposal, during the first 25 years of operation. The cost, if any, for including this output guarantee, shall be itemized but also included in the total system cost. The output guarantee obligates Design-Builder to compensate the District for (a) the cost of utility electricity purchases, plus (b) any lost utility incentive payments, that the District would not have incurred had the PV System performed at or above the 95% level of production. The cost of utility purchases shall take into account seasonal changes in applicable utility tariffs, e.g., a kWh of underperformance in the summer would be worth more than a kWh of underperformance in the winter due to different TOU rates in the summer vs. the winter. Such payment, if any, shall be made at the end of each true-up period. Annual output shall be decreased by no more than 0.5% per year after the first year to account for expected PV module degradation. Determinations of under- or over-performance (i.e., the number of kWh's, respectively, below and above the 95% kWh output level) will be made at the end of each "true-up" period. The District anticipates requiring a five-year true-up period.. The monetary value of any over-performance may not be carried forward and applied to the subsequent true-up period as a credit against under-performance in that or any further subsequent true-up period.

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

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

- 1) There is structural failure in a building which failure affects the support of the System or affects the integrity of the DAS;
- 2) There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission;
- 3) There is an event of Force Majeure; or
- 4) There is a change in usage of or structures on the Site, or buildings at or near the Site, without the prior written approval of Design-Builder, that can be reasonably expected to reduce solar PV performance.

In cases (1) – (4) above, Design-Builder shall develop a reasonably accurate estimate of the lost kWh output properly attributable to any or all of these causes and the performance requirement for the applicable true-up period will be adjusted accordingly.

Adjustments in expected generation in the event of data loss shall be addressed as follows:

- 1) In lieu of lost solar energy output data (i.e., insolation, temperature, or windspeed), Design-Builder will utilize such data obtained from a nearby meteorological station that Design-Builder monitors and selects for such purpose.
- 2) In lieu of lost electricity data, Design-Builder will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, Design-Builder will simulate electricity production during the missing interval utilizing measured meteorological data and Design-Builder's electricity

production simulation model. The simulated electricity production during the missing interval will be added to the actual generation for the subject year.