

REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **EN 17-001**

Solicitation Title: **Solar Electric Generating System Installation and Provider Services**

Release Date: **September 7, 2016**

Advertisement Dates: **September 7 and 14, 2016 – West Valley View
September 8, 2016 – Arizona Business Gazette**

MANDATORY
Pre-Submittal Conference: **September 15, 2016
8:00 a.m.** (local time, Phoenix, Arizona)
Municipal Operations Service Center
399 E. Lower Buckeye Road
Avondale, Arizona 85323

A mandatory site tour will be held immediately following the Pre-Submittal Conference.

Final Date for Inquiries: **September 19, 2016**

Proposal Due Date and Time: **September 29, 2016
3:00 p.m.** (local time, Phoenix, Arizona)

Shortlist Announced for Oral Interviews: **October 13, 2016**

Oral Interviews (if necessary): **October 28, 2016**

Target City Council Award Date: **November 21, 2016**

Anticipated Agreement Start Date: **November 22, 2016**

RFP Administrator: **Loretta Browning** lbrowning@avondale.org
623-333-2029

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule as necessary.

SECTION A

TABLE OF CONTENTS

<u>Section A</u>	<u>Page</u>
I. RFP Process, Award of Agreement	A-1
II. Proposal Format; Scoring	A-7
III. Oral Interviews; Scoring	A-14
IV. Vendor Information Form	A-15
 <u>Section B</u>	
Standard Terms and Conditions	B-1
 <u>Exhibits</u>	
A. Scope of Work	
B. Aerial Photograph	
C. Fee Proposal	
D. Site Maps	

SECTION A

PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) seeking technical proposals (“Proposals”) from qualified, solar energy (photovoltaic) system providers (“Vendors”) who are interested in entering into a solar services agreement (“SSA”) for a term up to, but not limited to, 20 years. The selected Vendor will privately finance, develop, design, construct, install, own, operate and maintain a solar energy photovoltaic system (the “System”) at the Charles M. Wolf Water Reclamation Facility, located at 4800 South Dysart Road (the “Site”) and sell the electrical output to the City on a “cents/kWh” basis (the “Services”) for the term of the SSA, as more particularly described in the Scope of Work attached to hereto as Exhibit A, and incorporated herein by reference. The awarded Vendor will be responsible for providing all necessary materials, labor, equipment, financing, travel and incidentals to develop the fully functioning System. An aerial photograph of the Site is attached hereto as Exhibit B and incorporated herein by reference. It is the responsibility of the Vendor to determine the exact location and size of the System for the Site based on site constraints and to develop a Proposal with all of the necessary data to successfully implement the System. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Process to Select the Vendor.

A. Vendor’s Proposal for the Services shall contain a form of SSA that includes, unmodified, the City’s Standard Terms and Conditions set forth in Section B of this RFP, the Scope of Work, attached hereto as Exhibit A and the Fee Proposal, a sample of which is attached hereto as Exhibit C and incorporated herein by reference.

B. The City will review each Proposal to determine if there is a Proposal that meets the needs of the City, providing the best value to the City with an annual savings to the City on current and future electrical utility bills. The City may ask for clarifications to a Proposal.

C. The City and the Vendor will negotiate a final solar services agreement consistent with Subsection 1.2(A) above (and other necessary agreements, see Subsection 1.13(D) below) (collectively, the “Agreement”) for approval by the City Council.

1.3 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-

SECTION A

responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one original and four copies (five total submittals)** of the Proposal. In addition, interested parties must submit **one original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

C. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

SECTION A

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(EN 17-001) Solar Electric Generating System Installation and Provider Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.3(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work attached hereto as Exhibit A. A sample Fee Proposal is attached hereto as Exhibit C.

G. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

H. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.4 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.5 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. In the event the City offices are closed on the Final Date for Inquiries, the Vendor

SECTION A

may submit the question(s) to the RFP Administrator via e-mail or voicemail. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. Inquiries Answered. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided a mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

1.6 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be available at:

City of Avondale City Hall
11465 West Civic Center Drive, Avondale, Arizona 85323
Buyhub website at <http://eprocare.avondale.org>
City of Avondale website at www.avondale.org/procurement

1.7 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.8 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

SECTION A

1.9 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.10 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.11 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.12 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Part I, Subsection 1.5 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

SECTION A

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Terms and Conditions. In addition to reviewing and understanding the submittal requirements, it has reviewed the City's Standard Terms and Conditions, Scope of Work and other Exhibits.

1.13 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Intentionally omitted.

C. Multiple Award. Intentionally omitted.

D. Form of Agreement.

(1) Vendor shall submit a form of agreement with its Proposal, which must include the City's Standard Terms and Conditions, the Scope of Work and the Fee Proposal, as well as any other necessary supplemental contracts for the City's review and negotiation. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval will be required. The City reserves the right to terminate the selection process at any time and to not proceed to contract under this RFP.

(2) Vendor may enter into engineering, procurement, service, construction and any other applicable contracts necessary for the design, installation, operation and maintenance of the System. The City shall not be a party to such contracts.

SECTION A

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.14 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Solar Services Agreement between the City and the Vendor in the form acceptable to the City Attorney.

PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 5 pts.

(1) One page cover letter as described in Part I, Subsection 1.3(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

SECTION A

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including:

- (a) The year the company was founded.
- (b) The number of years doing business in the solar industry.
- (c) The number of years performing similar solar projects under the current ownership.
- (d) The number of years operating in Phoenix metro market.
- (e) The total number of employees in the local office.

(5) Provide the percentage of the firm's solar work that is residential-based versus government/commercial-based. Indicate the percentage of the firm's overall business that is derived from solar work.

(6) Discuss any industry awards or association memberships that would demonstrate the firm's success and achievements in the solar industry.

(7) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(8) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(9) Vendor Information Form (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 15 pts.

(1) Provide a detailed description of the Vendor's experience in providing solar photovoltaic energy systems to municipalities or other entities of a similar size to the City, specifically relating experience with respect to:

- (a) The design and construction of photovoltaic systems.
- (b) Maintaining photovoltaic systems under a solar services agreement.

SECTION A

- (c) Coordinating with and meeting all of Salt River Project's ("SRP") requirements.

(2) Provide the a list of all photovoltaic energy systems installed over the past five years by the firm's office that would perform the work for the City, specifying project type (residential, commercial, etc.) and kW size.

(3) Provide a list of at least three organizations of a similar size or similar operation to the City in which photovoltaic systems have been successfully implemented by the firm's office that would perform the work for the City. This list shall include, at a minimum, the following:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Project kWh size and configuration.
- (e) Year project was completed.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

C. Key Positions - 5 pts.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

SECTION A

D. Financing and Risk Management Plan - 10 pts.

(1) Provide information of Vendor's capacity and capability to finance the System. Include the following:

- (a) Description of relevant financing aspects for the proposed project.
- (b) Identification of funding sources (including proposed incentives).
- (c) Examples of previously funded or financed third-party owned projects.
- (d) Commitment letter from anticipated funding source.

(2) Provide two years of audited financial statements for Vendor and the firm that will finance project costs.

(3) Identify any expectations and/or obligations that Vendor will attribute to the City during the construction and on-going operations and maintenance phase of the contract.

(4) Describe how Vendor will bond the project during construction.

(5) Provide a statement that Vendor understands and will comply with the insurance requirements set forth in the Standard Terms and Conditions in Section B of this RFP.

E. Technical Approach –15 pts.

(1) Provide a detailed description of the proposed System. This should include the following:

- (a) System design and configuration.
- (b) Schematic of overall configuration.
- (c) Electrical grid interconnection requirements.
- (d) Key design considerations.
- (e) Guaranteed power capacity (DC kW), measured at the inverter's input.

SECTION A

- (f) Guaranteed power capacity (AC kW), measured at the interconnection point.
- (g) Expected and guaranteed minimum output (AC kWh) production, including data assumptions for winter and summer hours of power generation. Summer on-peak, mid-peak and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions.
- (h) Estimated capacity factor (%) and annual output (kWh) for each year of the 20-year term, with the methodology used to develop the estimates.
- (i) Discuss how any excess generated power will be handled through the “net metering” process and at what reimbursement rate.
- (j) PV panels proposed including type, specifications and warranty.
- (k) Expected PV panel degradation rate to be shown on an annual basis throughout the 20-year term.
- (l) Inverter – specifications, warranty and percent degradation in 10 years.
- (m) Typical useful life of other significant components including all electrical equipment and connections.
- (n) Structural component specifications for racks, roof mounts, panel mounts, etc.
- (o) Specifications for controls for metering, monitoring and diagnostic instrumentation including warranties.
- (p) Provide a basic rendering of facility for aesthetic consideration.
- (q) Include a brief description of the proposed quality assurance/ quality control program.

SECTION A

- (r) Discuss the commissioning, testing and acceptance process for the completed Site.

(2) Describe the Vendor's ability to monitor the installed System. Explain if the collected data reflects System performance, System availability, average and accumulated output, capacity factor and degradation. Provide a sample report. Indicate if the monitoring system complies with requirements outlined in Section 2.14 of the Scope of Work.

F. Operations and Maintenance Plan - 10 pts.

Provide a sample operations and maintenance plan (the "Plan") for the System. The Plan should cover the full term of the Agreement. Note that the cost of such Services will be included in the kWh pricing offered. The Plan shall include the following:

(1) The work to be performed, the frequency, time of day, method of routine inspection and cleaning and any impact this will have on production. Discuss the process that will be used to quickly replace broken, damaged or missing panels.

(2) Describe the project team who will provide this service to include similar experience and qualifications of maintenance technicians. Indicate if these personnel are employees of the Vendor or subcontractors.

(3) Clearly explain the Site access requirements that Vendor will need in order to properly inspect and maintain the System.

(4) Explain how Vendor expects the City to handle routine maintenance issues over the potential 20-year term that might impact the System infrastructure including rooftop work such as HVAC, roofing repairs/renovation, etc.

(5) Describe the proposed coordination process with SRP.

(6) Provide any unique factors being proposed by the team.

G. Project Schedule - 5 pts.

Provide a project implementation schedule for the Site that is based on a tentative award date of November 21, 2016 that shows all key milestones from project start through commissioning of the System and power generation.

H. Pricing - 25 pts.

(1) Vendor shall evaluate the Site to determine if the System will provide an annual savings to the current and future electric utility bills for the Site and submit a Fee Proposal in the format attached as Exhibit C, which shall provide a detailed

SECTION A

price analysis for the Site. The City will use this analysis to determine the annual cost savings to current and future electric utility bills when compared to utility costs without the System. The Fee Proposal shall contain the following:

- (a) A firm all-inclusive price for power delivered (cost/kWh) for each year of the 20-year term of agreement
 - (b) Estimate of annual utility costs with and without the System. A utility escalator of 3.5% per year shall be factored into the 20-year analysis to reflect projected utility rate increases for the traditional delivery of power.
 - (c) All costs to design, construct, install, finance, operate/maintain and monitor the system shall be included in the cost/kWh.
 - (d) All appropriate utility state and local taxes shall be included in the cost/kWh.
 - (e) The net present value of the System for “buy back purposes” at year 6, 10, 15 and 20 years. Net present value should be calculated at the City’s discount rate of 2.5%.
 - (f) The complete System cost including all materials, equipment, design, construction, installation and tax costs.
- (2) Provide a copy of the hourly generation profile of the System used in the price analysis with the Fee Proposal.
- (3) Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.3(F) (Pricing) in a separate, sealed envelope enclosed with the Vendor’s Proposal with the signature of the representative of the Vendor who is authorized to make such an offer.

I. Billing Plan - 5 pts.

Describe the monthly billing plan for the System. Include a sample bill. The monthly billing period will be generated based on the local utility meter and shall coincide with the utility provider billing cycle. Include the following:

- (1) Maximum power output in KW (AC).
- (2) Total kWh (AC) generated.
- (3) Total kWh (AC) sold.

SECTION A

- (4) Net metering summary, if applicable.
- (5) Amount due for energy sold to the City within the billing period.
- (6) Past due amounts.
- (7) Total bill.

J. Warranty –5 pts.

Describe in detail the warranty offered the City regarding the installed System and how that warranty would support any impact of the Vendor’s solar system apparatus to the City’s owned infrastructure.

Total Possible Points for Proposal: 100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor’s project approach and to an appraisal of the people who would be directly involved in the Services for this RFP.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP: 200

SECTION A

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and the Standard Terms and Conditions and, if awarded an Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

SECTION B

STANDARD TERMS AND CONDITIONS

Please note that these Standard Terms and Conditions shall be fully incorporated by Vendor in any awarded contract (the “Agreement”). Failure to comply with these requirements may result in rejection of a Proposal for non-responsiveness, or cancellation or termination of the Agreement.

1. Payments. The City shall pay the Vendor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

2. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

3. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire City residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

4. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Vendor’s performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the City.

5. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Vendor.

6. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

7. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever

SECTION B

(“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Vendor, its officers, employees, agents, or any tier of subcontractor in connection with Vendor’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

8. Insurance.

8.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Vendor’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping

SECTION B

coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance

SECTION B

policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Vendor’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

8.2 Required Insurance Coverage.

A. Commercial General Liability. Vendor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or

SECTION B

equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. Vendor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the City.

9. Termination; Cancellation.

9.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

SECTION B

9.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

9.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

9.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

9.5 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

9.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of

SECTION B

good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

10. Miscellaneous.

10.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements of its agreed Scope of Work as set forth in Exhibit A. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Agreement.

10.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10.3 Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

10.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

10.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not

SECTION B

correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

10.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

10.7 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

10.8 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

10.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

10.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

10.11 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

10.12 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

SECTION B

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

10.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: David W. Fitzhugh, City Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Vendor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.14 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

SECTION B

10.15 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 10.16 below, Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 10.16 below. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

10.16 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

10.17 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a "boycott" of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

10.18 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

10.19 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted

SECTION B

solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

10.20 Special Provisions.

A. Current Products. All products in the Proposal shall be in current production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in the RFP. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.

B. Product Discontinuance. In the event that a proposed product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow Vendor to provide a substitute for the discontinued item upon request accompanied by the following:

(1) A formal announcement from the manufacturer that the product or model has been discontinued.

(2) Documentation from the manufacturer that names the replacement product or model.

(3) Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

(4) Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

(5) Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

C. Installation and Acceptance.

(1) Site Preparation. The City shall have the Site prepared in a timely manner in accordance with Vendor's specifications.

(2) Site Inspection. Vendor shall inspect the Site and shall report to the City in writing (a) the dates of such inspections, (b) any reasons for

SECTION B

rejection and (c) final acceptance stating that the Site meets the Vendor's and/or the manufacturer's site specifications and is ready for installation of the System.

(3) Installation Date. The Vendor shall install the System on or before the installation date specified in the schedule.

(4) Acceptance Testing Period. Vendor shall notify the City when installation has been completed, the System meets minimum design capabilities and is operating successfully.

(5) Acceptance. The City, if dissatisfied, may reject any portion or all of the System. The City's acceptance may be conclusively presumed if a written rejection specifying the reasons therefore is not delivered to Vendor within 10 business days following the end of the acceptance testing period.

D. System Protection. Vendor shall take every precaution necessary to protect the System against loss, damage or destruction until installation is complete and accepted by the City. Vendor shall rebuild, repair or restore all damages to any portion of the System before final acceptance at no cost to the City. Partial payment for any completed portion of the work shall not release the Vendor from such responsibility.

E. Protection and Restoration of Property.

(1) Any damage done by Vendor to any City or private property, equipment, landscaping, or fixtures during the performance of the Services will be replaced or repaired, at Vendor's sole expense, in a manner acceptable to the City.

(2) Payments will be withheld until the City has inspected the corrected damage and has signed-off the completion and acceptance.

(3) Vendor shall not dump waste material on public or private property without first obtaining written permission from the owner.

F. Safety and Health.

(1) Vendor shall be fully responsible for and take any actions necessary to protect the safety of its employees and the public during performance of the Services, including providing all safeguards, safety devices and protective equipment.

(2) Vendor shall provide, and maintain in a neat, sanitary condition, facility accommodations for the use by its employees in accordance

SECTION B

with the Arizona State Department of Health regulations and the Maricopa County Health Department Sanitary Code.

G. Vendor's Employees. Only authorized employees of the Vendor will be allowed on the Site. Upon execution of the Agreement, Vendor shall furnish the City with a list of authorized employees, along with their address, phone number and social security number. The list shall be updated as necessary.

H. Job Site Requirements and Clean-Up. Vendor shall be responsible for the following:

- (1) Keeping the Site free from debris and waste.
- (2) Cleaning up oil, fuel or chemical spills immediately and taking all remediation steps as necessary.
- (3) Removing all construction stains, smears and debris from finished surfaces.
- (4) Keeping the System free of weeds and debris.
- (5) Removing all equipment, materials, tools and Vendor's personal property prior to submission of final invoice to the City.

I. Tree Pruning/Removal. Any and all pruning operations must comply with the safety standards set forth in ANSI Z133.

J. Traffic Operations. All traffic affected by the Work under this Agreement shall be regulated in accordance with the current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the Barricade Manual. All traffic control and lane closures shall be presented as a written plan to the City.

K. Maintenance Service. Vendor shall maintain the System or shall warrant that the equipment manufacturer will maintain the equipment in accordance with the manufacturer's official published specifications and any other specifications set forth herein.

[SIGNATURES ON FOLLOWING PAGES]

SECTION B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
REQUEST FOR PROPOSAL
FOR
SOLAR ELECTRIC GENERATING SYSTEM INSTALLATION
AND PROVIDER SERVICES

[Scope of Work]

See following pages.

SCOPE OF WORK

Solar Electric Generating System Installation and Provider Services

EN 17-001

1. Introduction; Background.

1.1 The Site sits on approximately 23.2 acres, inclusive of all buildings and equipment. It is anticipated that the System be located within the large retention basin on the south side of the plant which is approximately 2.0 acres in size. However, the City is open to all proposals that make the best economic case. The berm around the plant is not approved by the Flood Control District as a levy, so the actual retention basin within the plant is technically in the flood plain. Site Maps, which show additional utility, electrical and meter information, are attached hereto as Exhibit D and incorporated herein by reference.

1.2 The Site is to be leased to Contractor pursuant to a site lease agreement. All electric power generated by the System will be sold to the City for use at the Site to effectively generate electricity at a cost lower than currently available through current traditional electrical providers now and into the future. The System will be appropriately sized to avoid excess generation and will be delivered on a net metering basis.

1.3 Annual electric consumption for the Site is approximately 7,000,000 kWh, which is serviced by the following SRP meters:

<u>Meter No.</u>	<u>SRP Rate Rider</u>	<u>Account No.</u>	<u>Annual kWh</u>
1	E36	280603008	2,930,000
2	E32	923101002	808,800
3	E61	823101002	3,218,614

Historical electrical usage for the Site (interval demand data consisting of 1 year of 15 min interval data and 2 years of monthly billing data) is available on the City's Procurement FTP Site and can be accessed as follows:

<ftp://ftp.avondale.org>

→UserName: ProcurementFTP

→Password: P7ocu7e@FTP!

→Once logged in, choose: "RFP EN 17-001_ Solar Electric Generating System Installation and Provider Services."

1.4 The Site is currently undergoing capital projects to improve the functionality of the treatment processes and remodel the operations building. These improvements will include the construction of a new 100-foot diameter primary clarifier and a 90-foot diameter secondary clarifier along with other work. The respective project teams have been made aware of the potential for a solar installation at the Site. Contractor will need to work with these project teams to avoid any conflicts. A copy of the Master Plan, which allows for future process expansions up

to a capacity of 15 MGD, is included in Exhibit D. The System will need to account for the future expansion of the treatment processes.

1.5 The City currently has one solar demonstration project (13.5 kW) located on a carport structure in the parking lot of the Avondale Civic Center Library. This demonstration project is linked to three TV screens in the City Hall building lobby displaying real time energy usage which is intended for resident education.

2. Project Requirements.

2.1 The Proposal must provide for a complete ‘turnkey’ System including private ownership, engineering, procurement, installation, financing, operation and maintenance, utility coordination and interconnection agreements, all labor and materials and any temporary or interim facilities required to maintain essential existing functions throughout the term of the SSA. The Contractor will receive all federal and state tax credits and utility incentives and is expected to factor those rebates into the Proposal.

2.2 Renewable Energy Certificates will be assigned to the Contractor who will then transfer them to SRP in order to qualify for any approved PBIs.

2.3 Although the installed System will be privately owned, it must (A) comply with Arizona and local utility company metering and interconnection standards and construction guidelines and (B) be suitable for allowing maximum output sales to the City over the term of the SSA.

2.4 Contractor is responsible for evaluating relevant Site conditions, cost/benefit analyses, financing models, renewable energy incentives and appropriate System size. Contractor will be required to design and install a System that fully meets the known electric load (including peak demands) generated at the Site over the term of the SSA. Failure of the System to generate the guaranteed kWh will result in the Contractor reimbursing the City for the cost of any differences in guaranteed and actual kWh production.

2.5 A professional structural engineer, registered in the state of Arizona, must provide sealed structural plans and calculations for proposed roof mounted and ground mounted installations relative to the applicable live and dead loads in accordance with the 2012 International Building Code and the 2011 National Electrical Code, as amended by the City.

2.6 A professional electrical engineer, registered in the State of Arizona, must provide sealed electrical plans and specifications.

2.7 The Contractor shall be fully responsible for all aspects of the design, construction, operation and maintenance of the System in accordance with all laws, the requirements of all applicable construction and safety codes, City design standards, bonding requirements for construction work, this RFP and Contractor’s Proposal.

2.8 Maintenance costs shall include all costs associated with the performance of the SSA including ongoing inspection, maintenance, panel replacement costs resulting from damage,

vandalism, theft and routine inverter replacement costs. Failure of Contractor to comply with the agreed-to operations and maintenance plan may result in a breach of the SSA that will allow the City to terminate the SSA for cause.

2.9 Any System repairs necessary as part of a rooftop installation must be performed by the original roofing contractor (if still under warranty) and coordinated with the City representative.

2.10 The Contractor shall secure from governing agencies and SRP all required rights, permits, approvals, and interconnection agreements at no additional cost to the City.

2.11 The Contractor shall complete and submit in a timely manner all documentation required to qualify the System for available rebates and incentives.

2.12 The Contractor shall supply and install all equipment required to interconnect the System to the City's distribution system. Contractor shall fulfill all application, study and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Contractor.

2.13 The Contractor shall complete a video/photo inventory of the Site within the project limits and provide a copy of the video to the City prior to the start of construction. The Contractor shall restore all materials and facilities in "like kind" and will be responsible for repairing any damage to facilities that are within the project limits or were disturbed or damaged as a result of the Contractor's work.

2.14 Any and all required permits, easements and associated costs for this project are to be included in the project scope and are the responsibility of the Contractor.

2.15 Contractor shall be responsible for all costs involved in the development and implementation of a comprehensive monitoring system (the "Monitoring System") that will track technical and financial information for the installed System. The Monitoring System shall be a web-based system that is non-proprietary, commercially available, capable of being used with photovoltaic system equipment from various manufactures and tracks technical and financial information of one or more systems. The Monitoring System shall have the following features:

- A. Available to the City online, 24/7 for the term of the SSA.
- B. Provides accurate information at the module-level, string-level and system-level regarding photovoltaic performance monitoring, fault detection and troubleshooting, maintenance management, site profitability and provides logical and physical photovoltaic site visualization.
- C. Provides near real time data, historical and aggregated data and comparative analysis.
- D. Automatically detects problems and issues status reports and alerts via e-mails to the Contractor and the City.

E. All data is logged and can be securely reviewed and analyzed at any time from any location using a personal/portable computer or a mobile handheld device, and the data can be downloaded to the City in Excel format.

F. Tracks energy production, energy usage, photovoltaic input voltage and current, solar cell temperature, irradiance, weather conditions and System warnings or faults on a daily, weekly, monthly, yearly, lifetime and date range basis.

G. Provides information on the System energy savings to the City in terms of one or more of the following: cost, CO2 off-set, equivalent power savings per home or similar comparison.

H. Monitoring data is displayed graphically using visual meters, graphs, bar charts, or other similar displays.

I. The Monitoring System data shall be available for display on the City's website.

J. The monitoring software must be interconnected with the existing television display located within the City Hall lobby, as discussed in Section 1.5 above, so as to be visible to visitors.

2.16 The City will be eligible to purchase the System at any time after the System has been in place for a minimum of six years based on the buy-back schedule provided as determined at the end of year 6, 10, 15 and 20 year milestone dates. If purchased at any other period, the parties will agree on a purchase price based on the System's fair market value. If the City elects not to purchase the System at the end of the SSA term, the Contractor shall be responsible for any and all costs to disassemble and remove the System apparatus and return the Site to its original condition. The City also reserves the right to negotiate an extension of the SSA.

2.17 All components of the System shall be approved, listed and labeled by an acceptable third party and meet the requirements of the 2012 International Building Code and the 2011 National Electrical Code, as amended by the City.

2.18 Commissioning and acceptance testing by the Contractor will be required before acceptance of the System by SRP and the City. During this testing, SRP and the City (or its independent agent) shall observe and verify System performance. Before the Contractor can sell electricity to the City, the System must be fully tested and commissioned to ensure reliability and comply with established commercial practices. The "Commercial Operation Date" is defined as the date after which all testing and commissioning has been completed and is the initiation date to which the Contractor can start producing electricity for sale. Required commissioning and acceptance test services include:

A. Starting up of all the components of the System, including the solar panel, inverter and interconnect equipment until it achieves the performance requirements.

B. Conducting the successful delivery of power for seven consecutive days within the first 30 days following completion of the System. The Monitoring System shall also be fully operational during the entire seven day power delivery period.

C. Orientation on how the System will be disconnected in the event of emergency.

D. Providing all necessary training and coordination with both SRP and City staff.

E. Providing two complete sets of the operations and maintenance manuals and one set of as-built drawings in an electronic format required by the City Engineering Division.

EXHIBIT B
TO
REQUEST FOR PROPOSAL
FOR
SOLAR ELECTRIC GENERATING SYSTEM INSTALLATION
AND PROVIDER SERVICES

[Aerial Photograph]

See following page.



EXHIBIT C
TO
REQUEST FOR PROPOSAL
FOR
SOLAR ELECTRIC GENERATING SYSTEM INSTALLATION
AND PROVIDER SERVICES

[Fee Proposal]

See following page.

Fee Proposal

Pursuant to all the RFP requirements and specifications enumerated and described in this solicitation, firm agrees to furnish a Solar Electric Generating System and Provider Services to the City of Avondale at the price(s) stated below.

System Size: _____

Panel Type: _____

Installation Type (Ground mounted or elevated): _____

Unblended \$/kWh: _____

Total Construction Cost to Furnish and Install System \$ _____

Year	Utility Costs without Solar *Traditional Cost of Electricity per kWh - 3.5%	kWh Purchased	SSA cost per kWh	SSA Payments with Solar	Sales Tax on SSA Payments	Utility Bill with SSA	Total Electricity Costs	Net Savings	Net Present Value
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

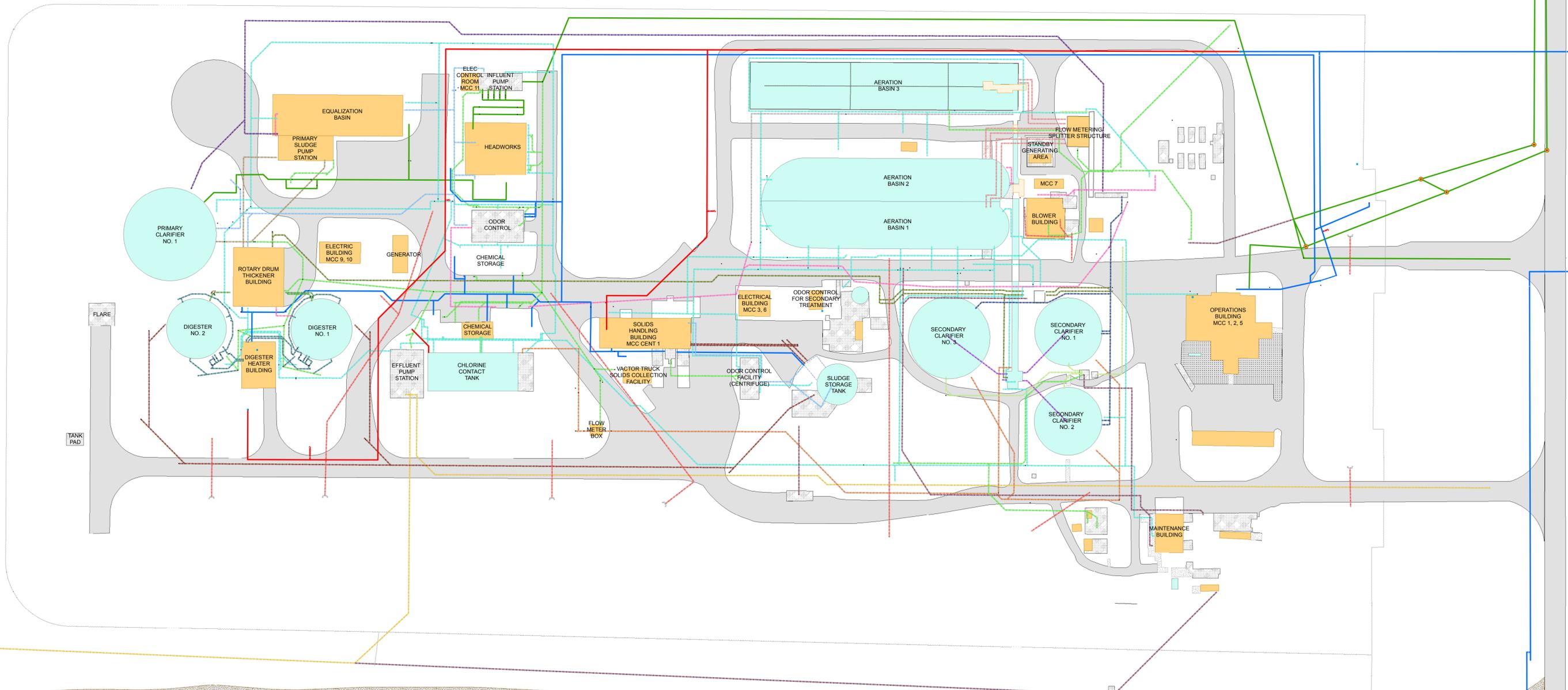
*For calculating the traditional electrical cost of power, an escalator has been assigned for this Site in the SRP service area. This escalator is an estimate of what potential increases will occur over the life of the project using traditional generation.

EXHIBIT D
TO
REQUEST FOR PROPOSAL
FOR
SOLAR ELECTRIC GENERATING SYSTEM INSTALLATION
AND PROVIDER SERVICES

[Site Maps]

See following pages.

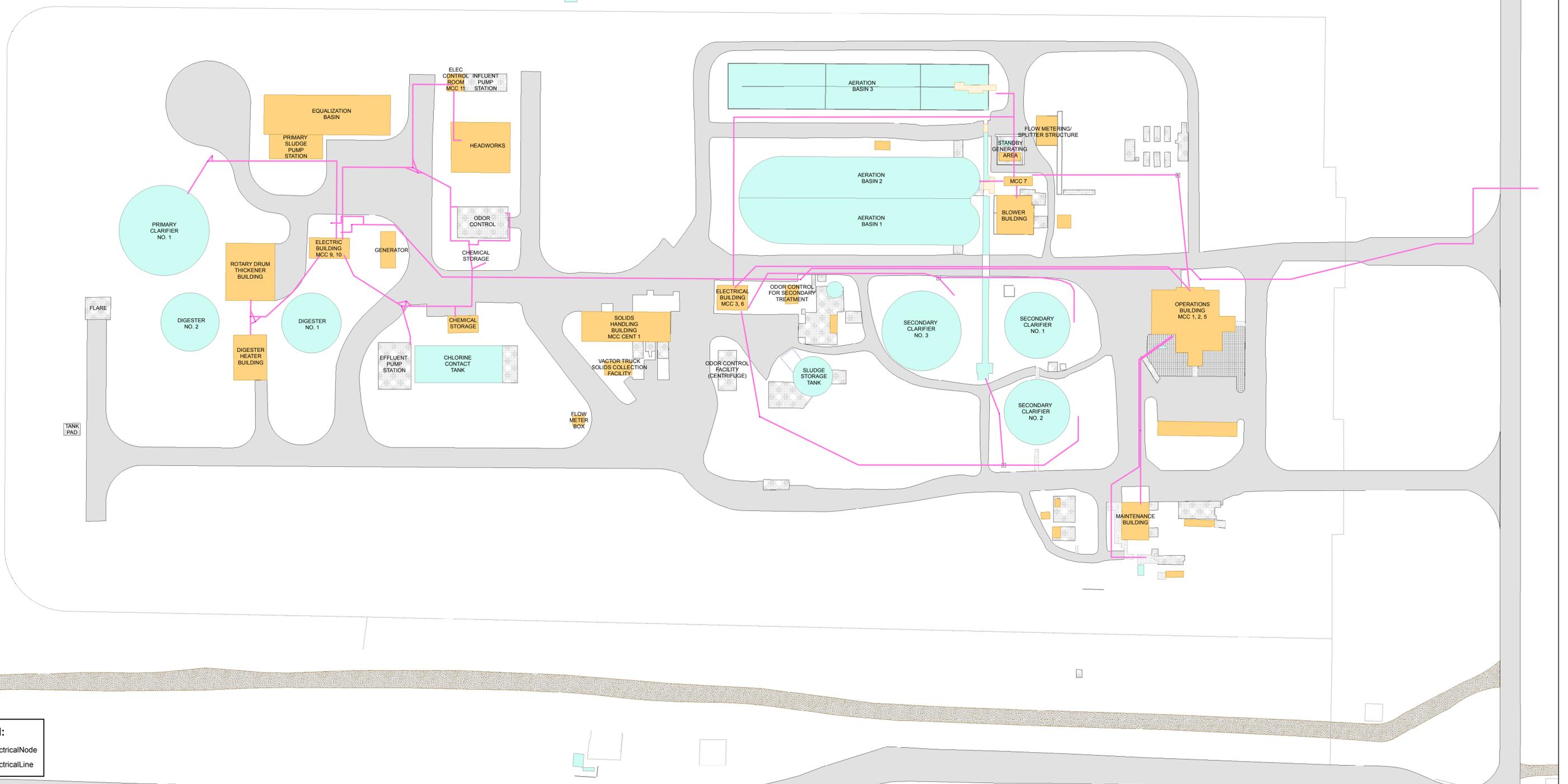
Water Reclamation Facility



Legend:

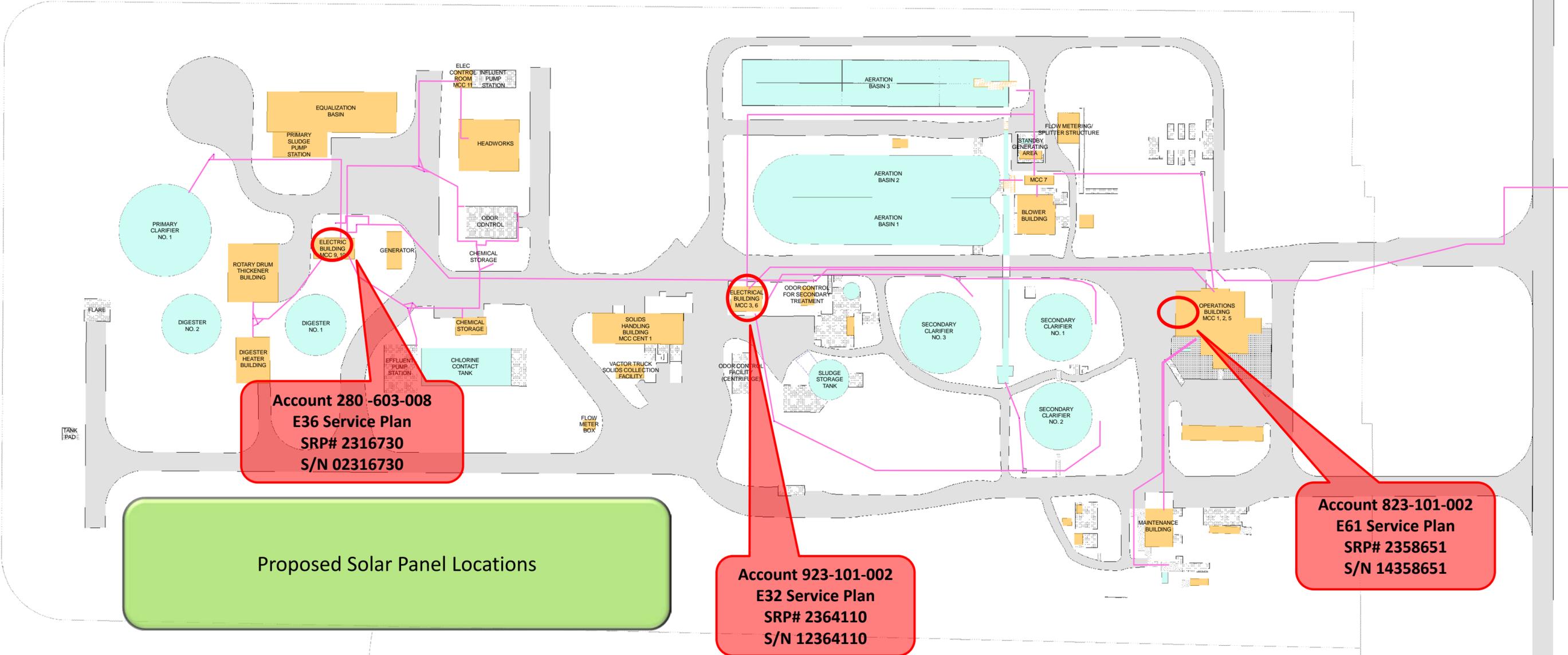
● HYDRANT	WRF UTILITY PIPES	— FINAL EFFLUENT	— PRIMARY SLUDGE LINE
★ VALVE	— UNKNOWN	— FIRE LINE	— RETURN ACTIVATED SLUDGE
■ BACKFLOW	— ABANDONED	— FORCED AIR LINE	— SCUM
⊗ WATER METER	— CHEMICAL LINE	— MIXED LIQUOR	— SECONDARY EFFLUENT
● MANHOLE	— DIGESTER SLUDGE EFFLUENT	— MIXED LIQUOR SUSPENDED SOLIDS	— SEWER LINE
■	— DIGESTER SLUDGE LINE	— NON POTABLE LINE	— STORM DRAIN LINE
	— DRAIN LINE	— POTABLE LINE	— THICKENED WASTE ACTIVE SLUDGE
	— EFFLUENT LINE	— PRIMARY EFFLUENT	— WASTE ACTIVATED SLUDGE

Water Reclamation Facility



Wolf Water Reclamation Facility

SRP Electrical Meter Locations



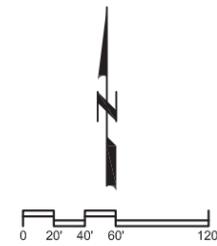
Legend:
 ▲ ElectricalNode
 — ElectricalLine



LEGEND:

	INTERMEDIATE PROJECT
	PHASE 2
	PHASE 3

- NOTES:**
1. SECONDARY CLARIFIERS No's 1 AND 2 ARE 75' DIAMETER.
 2. SECONDARY CLARIFIERS No's 3 THROUGH 6 WILL BE 90' DIAMETER.



SITE PLANNING OF FUTURE EXPANSION PHASES

FIGURE ES.3
CITY OF AVONDALE
WRF MASTER PLAN