

SAN DIEGO UNIFIED SCHOOL DISTRICT

FACILITIES PLANNING AND CONSTRUCTION



2351 Cardinal Lane, Building M, San Diego, CA 92123

RFQ/P NO. CC25-0529-52-00-00

CONSTRUCTION OF SOLAR POWER GENERATION SYSTEMS AT 11 SITES (GROUP A)

ADVERTISEMENT DATES:
SEPTEMBER 17, 2024
SEPTEMBER 24, 2024

TABLE OF CONTENTS

I. CALENDAR OF EVENTS 3

II. INTRODUCTION 4

III. SUBMITTAL REQUIREMENTS 4

IV. QUESTIONS/CLARIFICATIONS 5

V. EVALUATION PROCESS/BASIS OF SELECTION 9

ATTACHMENTS

ATTACHMENT 1 - REFERENCE FORM FOR SIMILAR SERVICES IN THE PAST THREE YEARS 11

ATTACHMENT 2 - NON-COLLUSION DECLARATION..... 12

ATTACHMENT 3 - DRUG-FREE WORKPLACE CERTIFICATION..... 13

ATTACHMENT 4 – ELECTRONIC SIGNATURE AGREEMENT 14

ATTACHMENT 5 – SUBCONTRACTORS LIST 15

ATTACHMENT 6 – DVB BIDDER DECLARATION..... 20

ATTACHMENT 7 – PSA LETTER OF ASSENT 21

ATTACHMENT 8 – GUARANTEE 22

ATTACHMENT 9 – CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS..... 23

ATTACHMENT 10 – LIST OF EMPLOYEES 24

EXHIBIT A – AGREEMENT (Separate Attachment)

ATTACHMENT 1 PRICING PROPOSAL TO EXHIBIT A (Separate Attachment)

EXHIBIT B – GENERAL CONDITIONS (Separate Attachment)

EXHIBIT C – SUPPLEMENTARY CONDITIONS, INCLUDING NEGOTIATED CHANGES AND CLARIFICATIONS TO CONTRACT (Separate Attachment)

EXHIBIT D – SPECIFICATIONS, PLANS, AND APPENDICES (Separate Attachment)

CALENDAR OF EVENTS

Submission Timeline

Tentative schedule, subject to change without notice, is as follows:

Request for Qualifications and Proposals (RFQ/P) Advertised	September 17, 2024 & September 24, 2024
Mandatory Site Walk: PRE-REGISTER WITH THE DISTRICT PRIOR TO ATTENDING THE SITE WALK AT sandiegounified.org/sitewalks.	Day 1: 8:00 a.m. September 26, 2024 Day 2: 8:00 a.m. September 27, 2024
Request for Information (RFI) Due	2:00 p.m. October 1, 2024
Response to Questions - Final Addendum Released	1:00 p.m. October 9, 2024
Statement of Qualifications and Proposals (SOQ/P) Due: ELECTRONIC-ONLY SOQ/P's MUST BE SUBMITTED VIA PLANETBIDS. Go to: tinyurl.com/sdusd-planetbids then search under "bid opportunities" for "invitation number" CC25-0529-52-00-00 Construction of Solar Power Generation Systems at 11 Sites (Group A). For new vendors, please register under "new vendor registration." NOTE: Proposers MUST submit on all 11 sites for PV systems.	1:00 p.m. October 14, 2024
SOQ/P Evaluations by Technical Committee:	October 17-29, 2024
Potential Interviews at District's Discretion:	November 1-5, 2024
District Board of Education Meeting for Contract(s) Approval:	January 14, 2025
Construction Begins (Notice-to-Proceed (NTP) issued)	January 15, 2025
Substantial Completion	October 31, 2025

INTERESTED FIRMS MUST SUBMIT AN ELECTRONIC PROPOSAL THROUGH PLANETBIDS. THIS RFQ/P WILL ONLY BE RECEIVING AN ELECTRONIC FORMAT THROUGH PLANETBIDS. NO OTHER FORM WILL BE ACCEPTED.

The Contract Administrator is Jess Imperial, Senior Contract Specialist, who may be reached at jimperial@sandi.net.

GENERAL INSTRUCTIONS SECTION

1. INTRODUCTION

The District is issuing this solicitation pursuant to California Government Code section 4217.10 *et seq.* to receive electronic individual site-specific firm-fixed-price proposals from qualified business entities for solar project implementation comprising “grid-connected” PV Systems at the eleven sites listed herein.

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSTRUCTION OF SOLAR POWER GENERATION SYSTEMS AT ELEVEN SITES (GROUP A)

The method of procurement will be a competitive solicitation via a Request for Qualifications and Proposals (RFQ/P). The District may award to multiple contractors.

Price will not be the sole determinant for the award of agreement. The District has established qualifying criteria for Proposers on this Project, including experience with similar projects. An Evaluation Committee will review, evaluate and rank the most qualified SOQ/P's according to “Best Value” for the District, based upon several substantive variables, including but not limited to: Statement of Qualifications, Technical Proposal, Schedule, and Firm-Fixed-Pricing Proposal.

The District seeks responses to qualifications and proposals that clearly present evidence of competency and capability of providing the services detailed herein. Proposers shall, in their submitted proposals, detail their experience, expertise, qualifications, and proposed methodology to provide the services described in this RFQ/P.

This RFQ/P is designed to provide interested Proposers with sufficient basic information to submit SOQ/P's meeting minimum requirements. Furthermore, this RFQ/P is not intended to exclude any relevant or essential data. The District will consider various proposals and methods of providing the service(s) outlined in this document.

The RFQ/P shall not obligate the District to purchase or award an agreement for any services specified herein. Furthermore, the District reserves the right to accept or reject any or all proposals received, to waive minor irregularities, to negotiate with any qualified source or to cancel in part or in its entirety this RFQ/P, if it is determined by the District to be in its best interest.

No proposals shall receive consideration by the District unless made in accordance with instructions contained within this RFQ/P.

2. BACKGROUND

The District serves more than 106,000 students in pre-school through grade 12 and is the second-largest district in California. The student population is extremely diverse, representing more than 15 ethnic groups and more than 60 languages and dialects.

With this Project, the District intends to 1) reduce electrical energy costs, and 2) reduce the carbon footprint of the District. Cost savings are to be achieved by entering into a Contract with a goal for immediate annual utility cost savings to the District, while producing a hedge against future utility rate inflation.

The District intends to procure the PV Systems utilizing District funding and will “own the facility” and will not consider alternative funding options, such as leasing or power purchase agreement offerings.

This Project is subject to the Project Stabilization Agreement (PSA), which was adopted by the Board of Education on July 28, 2009. The complete agreement is available for viewing and downloading at <https://www.sandiegounified.org/node/1279>.

3. SUBMISSION OF PROPOSALS

In order to be considered complete and responsive to this RFQ/P, the electronic SOQ/P's must be submitted through PlanetBids as a standalone PDF document and must include all of the following:

- Statement of Qualifications

- Include Reference Form for Similar Services in the Past Three Years (Attachment 1)
- Technical Proposal
 - Highlight proposed deviations from contract designs and specifications (if any)
 - Do not include any pricing information
- Attachment 1 Pricing Proposal to Exhibit A
- Project Schedule
- Non-Collusion Declaration (Attachment 2)
- Subcontractors List (Attachment 5, unshaded columns are due at time of proposal)
- DVB Bidder Declaration (Attachment 6, unshaded columns are due at time of proposal)
- PSA Letter of Assent (Attachment 7)

Completed forms should be without interlineations and/or alterations.

Proposals must be typewritten and prepared in a clean and professional manner.

THIS RFQ/P WILL ONLY BE RECEIVING ELECTRONIC SUBMITTALS THROUGH PLANETBIDS. THEREFORE, PROPOSERS MUST SUBMIT THEIR ELECTRONIC PROPOSAL THROUGH PLANET BIDS. NO OTHER FORM WILL BE ACCEPTED.

4. INTERPRETATION OR QUESTIONS ON RFQ/P DOCUMENTS

Any questions relative to this solicitation shall be addressed in writing to Jess Imperial, email: jimperial@sandi.net. No Proposals will be emailed. The District Contract Specialist will post answers to all questions via addenda in the District's online Planroom. Any Addenda will be posted through the District's online Planroom: www.sandiegousdplans.com.

The Contract Administrator listed in the "Calendar of Events" is the only individual authorized to make any modifications via addenda or otherwise to this RFQ/P and the resulting contract(s), if any.

The District expressly reserves the right to modify any portion of this RFQ/P prior to the latest date/time for submission of Proposals, including without limitation, the cancellation of this RFQ/P. Modifications, if any, made by the District to the RFP will be in writing; potential Proposers who have obtained this RFQ/P from the District prior to any such modifications will be issued any modifications to the RFQ/P by written addenda. Any and all addenda issued by the Contract Administrator shall be incorporated into this RFQ/P and are a part herein as if originally set forth in this RFQ/P.

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

5. STATEMENT OF QUALIFICATIONS

Proposals shall address the following items succinctly and specifically within the appropriate sections noted below. The proposal should present all information in a concise manner and in terminology understandable for evaluation by the District's Proposal Evaluation Committee. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by the Proposer to be essential to a complete understanding of the proposal submitted. A table of contents is required and each section of the proposal must be tabbed with clear listings of the headings with page numbers to allow easy location of key information. Failure to include all specified sections in response to this RFQ/P may be deemed incomplete.

- (1) **Cover Page:** On one page, state the full legal name of the firm or principal individual, business address, telephone, email address, contractor license number(s), license classification(s), license expiration date(s), and DIR registration number.

(2) **Firm Background/History**: On one-page, indicate whether the firm operates as an individual, partnership, or corporation; if as a corporation, include state in which it is incorporated. State whether your firm is licensed to operate in the State of California. State number of years your firm has been in business, products and services offered, total number of employees, organizational structure of the firm and current financial stability. Proposer shall submit an audited financial statement from your firm and any parent company for the last two years of operation.

(3) **Experience and Expertise with Construction of Photovoltaic Systems of Similar Size and Scope**: Provide a description of Proposer's experience with large school districts, with particular emphasis with services provided to California K-12 school districts, or other large public agencies in providing the services described in this RFQ/P.

Provide a description of experience (within the past 5 years) that Proposer considers relevant to this RFQ/P. Relevant firm experience shall be listed in reverse chronological order (most recent first). For each listed project, provide the client name, point of contact, project location, size of each school district/public agency, approximate cost of project, and a brief project description. Include a list of key staff, subcontractors, and suppliers who were instrumental in completing the project successfully.

(4) **Maximum Bonding Capacity**: Provide Proposer's maximum bonding capacity available for the projects in this RFQ/P. A statement of bondability or proof of bonding capacity from a surety provider with a current A.M. Best rating of no less than A:VII will suffice.

(5) **Staff Qualifications**: Provide the names of key individuals in the organization who will be assigned and dedicated to provide the services and those who will ensure the successful execution and completion of The Work. Specify in detail the names, titles, addresses, telephone numbers, e-mail addresses and the specific roles and responsibilities each will have in this project. Include the resumes of key individuals that detail their experience in serving education and/or school districts. Indicate the number of years of experience relevant to this RFQ/P each has with your company. Indicate how each individual will support this project. Indicate the level of on-site assistance the District will receive from these individuals.

Detail and provide copies of any pertinent certification, license, etc. that your firm and staff currently have relating to the services requested herein.

(6) **References**: Attachment 1 "Reference Form". Proposer shall provide references from a minimum of three (3) Firms or Entities for which Proposer has completed projects for within the last three years. Preference shall be given to references from California K-12 school districts. References shall be completed by the selected referenced Firm or Entity, and Proposer shall submit the completed reference forms with their proposal submittal to the District.

(7) **Termination for Cause or Convenience**: If Proposer has had an agreement terminated for default (cause) or convenience, or has a pending termination, or a settlement to avoid litigation or termination for cause or convenience during the past five (5) years, all such incidents must be described. Termination for default (also known as termination for cause) is defined as notice to stop work due to the Proposer's non-performance or poor performance and the issue was either (a) not litigated or arbitrated, but settled through mediation or other voluntary dispute resolution with a third party or settled between the parties themselves; or (b) litigated or arbitrated and such litigation or arbitration resulted in a judgment by a court (judge or jury) or arbitrator. Termination for convenience refers to all other terminations.

(8) **Claim/Litigation/Arbitration History**: List all claims, lawsuits or arbitrations (whether settled or adjudicated) filed by the following relating to your services:

- a. On behalf of your firm, in the last (5) years related to your services, including but not limited to, against a client for whom you performed the services.
- b. Against your firm, in the last five (5) years related to your services, including but not limited to a client for whom you performed professional services.

- c. On behalf of or against your firm, or on behalf or against any project staff, involving a school district or any district employee acting in the course of work as a district employee.
- d. Claims history for the past (5) years with demands made and whether paid by Proposer firm or by a third-party insurer. Proposer must specify any amount paid and why.

A claim is defined as a demand for payment that is disputed. A lawsuit is an actual complaint filed in court. Arbitration is an alternative dispute resolution in which a neutral third party renders a decision after a hearing in which both sides have an opportunity to be heard.

(9) **Additional Information and Comments:** Include any other information that you feel is pertinent but not specifically asked for herein.

(10) **Signature Page:** Indicate that the proposal shall be valid for a period of at least six (6) months; apply the signature of the person responsible for the proposal and a statement that said person has the authority to bind the company with this type of proposal.

6. **TECHNICAL PROPOSAL**

Proposals shall address the following items succinctly and specifically within the appropriate sections noted below. The proposal should present all information in a concise manner and in terminology understandable for evaluation by the District's Evaluation Committee. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by Proposer to be essential to a complete understanding of the proposal submitted. A Table of Contents is required, and each section of the proposal must be tabbed with clear listings of the headings with page numbers to allow easy location of key information. Failure to include all specified sections in response to this RFQ/P may cause the proposal to be deemed incomplete.

(1) **Proposed Methodology:** Having reviewed the General Conditions, Supplementary Conditions, Specifications, Drawings, sample Agreement, and all other Contract Documents, clearly state the plan to execute the services requested and the approach to successfully execute the **The Work**, as referenced in **Exhibit A**. Clearly identify proposed technical approach and ability to meet the functional requirements and provide the desired features to best meet the needs of the District. Proposals shall also include a description of Proposer's quality control process to monitor the success of the services.

(2) **Deviations from Approved Construction Documents:** Clearly state and list all proposed deviations from the approved construction documents and the benefit to the district from the proposed deviations. Clearly state and list all major components proposed to be used in the project including, but not limited to:

- a. Solar PV Modules
- b. Inverters
- c. Optimizers
- d. Racking structure
- e. Electrical panels, switch gear, and other electrical components

(3) **Exceptions by Proposers to RFQ/P Terms And Conditions:**

ANY EXCEPTIONS, QUALIFICATIONS, ETC. THAT PROPOSER TAKES TO ANY OF THE TERMS, CONDITIONS, REQUIREMENTS, SPECIFICATIONS, ETC. SET FORTH IN THIS RFQ/P MUST BE DETAILED BY PROPOSER IN A SEPARATE DOCUMENT TITLED "EXCEPTIONS TO RFQ/P TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS" AND INCLUDED WITH THE ORIGINAL PROPOSAL SUBMITTED. NO ADDITIONAL EXCEPTIONS WILL BE CONSIDERED.

Said document **must be** submitted with the Technical Proposal. Said exceptions, qualifications, etc. must identify the RFQ/P page number, section and paragraph title and clearly detail the exception, qualification, etc. being taken by the Proposer.

(4) **Additional Information and Comments**: Include any other information that is pertinent but not specifically asked for herein.

(5) **Signature Page**: Indicate that the Proposal shall be valid for a period of at least six (6) months; apply the signature of the person responsible for the proposal and a statement that said person has the authority to bind the Proposal.

7. **SCHEDULE**

Proposals shall address the following items succinctly and specifically within the appropriate sections noted below. The proposal should present all information in a concise manner and in terminology understandable for evaluation by the District's Proposal Evaluation Committee. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by the Proposer to be essential to a complete understanding of the proposal submitted. A table of contents is required and each section of the proposal must be tabbed with clear listings of the headings with page numbers to allow easy location of key information.

(1) **Project Schedule**: Provide a project schedule in the approved format inclusive of all critical tasks, durations, and milestones, necessary to complete the project. Approved formats include:

- a. A separate Microsoft Project file with a PDF Gantt chart

(2) **Permission to Operate (PTO)**: Include the date on which the PTO will be obtained and the system will be fully operational.

(3) **Long-Lead Items and Risks**: Identify all long-lead items and any risks to the schedule that might result in not achieving the obtaining of PTO and being fully operational by the date proposed.

(4) **Mitigating Potential Project Delays**: Clearly identify any measures planned to mitigate against potential project delays.

(5) **Working Hours**: Clearly identify the working hours being proposed in the schedule and how the proposer will ensure that the site's normal operations and functions will not be significantly disrupted.

8. **PRICING PROPOSAL**

- A. Propose a **firm and fixed price on Attachment 1 Pricing Proposal to Exhibit A for the entire scope and term of the agreement that is inclusive of all labor, materials, tools, equipment, taxes, bond and insurance costs, fees, and services required to perform and complete the specified services herein.**
- B. Proposer shall state **all costs** associated with its proposal that it intends to charge per each site and may provide a percent discount if awarded more than 1 site.

9. METHOD SCORING PROPOSALS

The District Evaluation Committee will score all complete proposals for compliance with the RFQ/P requirements and district objectives to determine the proposal(s) that provide the best value to the District. The scoring shall be based upon, but not limited to, the following evaluation criteria:

- A. **Statement of Qualifications (25 pts of 100 pts)**
 - 1) The District will evaluate the statement of qualifications (SOQ's) received by each Proposer for experience, knowledge, expertise, and qualifications of the staff and past performance and history in providing similar requested services with school districts or public agencies of similar size and scope. The District will also evaluate the legal history and financial stability of each Proposer.
 - 2) The District will evaluate the quality of the entity's services and deliverables, responsiveness, and overall satisfaction with the services based on discussion with the listed referrals.
 - 3) The District will evaluate each Proposer for compliance with District requirement stated in this RFQ/P and any exceptions listed by Proposer to the terms and conditions.

- B. **Technical Proposal (20 pts of 100 pts)**
 - 1) The District will evaluate Proposer's ability to meet the functional requirements and provide the desired features to best meet the needs of the District.
 - 2) The District will evaluate the timeline for the proposed services, the methodology and implementation plan proposed to implement, and complete the **The Work** detailed herein, as well as any value-added items.

- C. **Schedule (25 pts of 100 pts)**
 - 1) The District will evaluate the proposed schedule for completing the **The Work** detailed herein, as well as any schedule risks and measures to mitigate those risks.

- D. **Pricing Proposal (30 pts of 100 pts)**
 - 1) The District will evaluate the proposed prices for the services requested herein as well as any additional offered discounts.

10. PROPOSAL EVALUATION AND NEGOTIATION CONFERENCE

Upon completion of the District Evaluation Committee's review, assessment, and scoring of proposals, the District, at its sole discretion, reserves the right to create a short-list of one or more of the top-ranked/scored Proposers and to subsequently conduct interviews and negotiations on their submitted proposals. If this option is exercised, each selected finalist shall be given an opportunity to make a presentation, summary and/or demonstration on its submitted proposal. Interviews shall include any and all areas of concern relevant to an agreement as determined by the District to be in its best interests. If the District decides to conduct interviews, they will be scored out of 100 points. Negotiations shall include, but not be limited to, price negotiations, scope negotiations, schedule negotiations, and any other areas of negotiations relevant to an agreement. Proposer shall be afforded an opportunity to clarify and update its proposal based on discussions and negotiations held with the District Evaluation Committee.

11. METHOD OF AWARD

An agreement may be offered to Proposer(s) whose proposal is/are evaluated and determined by the District's Evaluation Committee to be in the District's best interests. Furthermore, the District reserves the right to make an award on the basis of the initial proposals received without discussions or further negotiations with Proposers. **Proposers should submit a complete, comprehensive, and most favorably priced written proposal.**

The evaluation, scoring, and award decision of the District shall be final. The District reserves the right to make an award any time up to 120 business days from the date of proposal submission.

12. EVIDENCE OF RESPONSIBILITY

Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, Proposer's availability for the performance of The Work and any other required evidence of Proposer's qualifications to perform. The District may consider such evidence before making its decision. Failure to submit evidence of Proposer's responsibility to perform may result in rejection of the proposal.

13. PREVIOUS PERFORMANCE

The District reserves the right to reject a proposal from a Proposer that cannot demonstrate the ability to provide the services required. Proposers must provide verification that they have been in the business as required for compliance with the requirements of this proposal, for at least two (2) years and that, during this time, have provided similar services required herein to K-12 school districts or public agencies of similar size and operation in its business processes.

14. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

A person, firm, or corporation who has submitted a sub-proposal to a proposer, or who has quoted prices of materials to a proposer is not thereby disqualified from submitting a proposal or quoting prices to other proposers.

15. COST OF PROPOSAL PREPARATION

Cost of preparation of the response to the RFQ/P is solely the responsibility of Proposer. The District accepts or implies no liability in the cost of preparation.

16. NEWS RELEASES

News releases pertaining to this RFQ/P or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the project are to be released without prior written approval of the District.

17. INDEPENDENT PRICE DETERMINATION

By submission of a proposal, Proposer certifies that in connection with this proposal:

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other Proposer or to any competitor; and that no attempt has been made or will be made by Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

-----END OF GENERAL INSTRUCTIONS SECTION-----

ATTACHMENT 1
REFERENCE FORM FOR SIMILAR SERVICES IN THE PAST THREE YEARS

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	
Month/year dates of service:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	
Month/year dates of service:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	
Month/year dates of service:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	
Month/year dates of service:	

ATTACHMENT 2
NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the entity making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. Proposer has not, directly or indirectly, submitted its Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.
(City and State)

By: _____
(Signature) (Date)

(Typed or Printed Name) (Title)

(Address) (Phone/Fax with area code)

(City/State/Zip) (Email Address)

ATTACHMENT 3
DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____.
(Print Name) (Title) (Business Name)

I declare state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Proposer that a drug-free workplace will be provided by Proposer by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Proposer's workplace and specifying actions, which will be taken against employees for violation of the prohibition.
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Provider's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Proposer in connection with the Work of the Agreement, the employee agrees to RFP by the terms of the statement.
3. Proposer agrees to fulfill and discharge all of Provider's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Agreement be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to RFP by the terms of that statement.
4. Proposer and I understand that if the District determines that Proposer has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Agreement awarded herein is subject to termination, suspension of payments, or both. Proposer and I further understand that, should Proposer violate the terms of the Drug-Free Workplace Act of 1990, Proposer may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Proposer and I acknowledge that Proposer and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Proposer and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at San Diego, California

By: _____
(Signature) (Date)

(Typed or Printed Name) (Title)

ATTACHMENT 4
ELECTRONIC SIGNATURE ACKNOWLEDGEMENT & AGREEMENT

This Agreement governs the rights, duties, and responsibilities relating to the use of an electronic signature for Contract management with San Diego Unified School District ("District") through an electronic system established and maintained by the District.

1. Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), I agree to conduct transactions relating to the Contract by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. **I further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Contract, my electronic signature has the full force and effect of a signature affixed by hand to a paper document. I agree that the transactions I conduct electronically relating to the Contract shall be binding upon me.**
2. I agree that my electronic signature will be valid from date of issuance until it is revoked or terminated under this Agreement. I understand that the District may suspend, terminate, or revoke my electronic signature in its reasonable discretion.
3. I will use my electronic signature to establish my identity and sign electronic documents and forms relating to the Contract. I am solely responsible for protecting my electronic signature. If I suspect or discover that my electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then I will immediately notify the Construction Manager Director or his/her designee and request that my electronic signature be revoked. I will then immediately cease all use of my electronic signature. I agree to keep my electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.
4. I will immediately request that my electronic signature be revoked if I discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way.
5. If I have requested that my electronic signature be revoked, if I am notified that someone has requested that my electronic signature be suspended, terminated, or revoked, or if I suspect or discover that it has been or may be compromised or subjected to unauthorized use in any way, I will immediately cease using my electronic signature. I will also immediately cease using my electronic signature upon termination of employment or termination of this Agreement.
6. I will not enter into an electronic signature for any person other than myself, unless I am designated in writing, as a proxy for such person relating to the Contract.

Please print or type your first and last name

Date

Please provide your email address

- I understand that by checking this box constitutes a legal signature confirming that I acknowledge and warrant the truthfulness of the information provided in this document. Please sign within the box below.

ATTACHMENT 5
SUBCONTRACTORS LIST

Proposer: _____
Address: _____
Telephone: _____ Email: _____
Proposers Authorized Representative(s): _____

PROJECT: CONSTRUCTION OF SOLAR POWER GENERATION SYSTEMS AT 11 SITES (GROUP A)

If a subcontractor is performing more than one trade, please **list all trades separately** in case there is a need for a subcontractor substitution after awarding the contract. **Complete a subcontractors list per site.**

SITE: _____

TRADE/PORION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	LICENSE CLASSIFICATION	SUBCONTRACTOR BUSINESS LOCATION	% OF CONTRACT VALUE	DIR REG. NO.

TRADE/PORION OF THE WORK	SUBCONTRACTOR NAME AND LICENSE NUMBER	LICENSE CLASSIFI-CATION	SUBCONTRACTOR BUSINESS LOCATION	% OF CONTRACT VALUE	DIR REG. NO.

NOTE: All subcontractors (defined under Public Contract Code section 4113 and Business & Professions Code section 7026) to the prime contractor performing work in excess of 0.5% of the bid must be listed. **At time of proposal**, Proposer must complete all unshaded columns. Shaded columns must be completed after written notification is received.

Percentage of Contract Value: The Proposer shall stipulate what percentage of work a subcontractor will perform in relation to the total contract value after written notification is received.

NOTE: AT TIME OF PROPOSAL, LIST ALL DVB SUBCONTRACTORS ON BOTH THE DVB BIDDER DECLARATION AND THIS SUBCONTRACTORS LIST.

**DISABLED VETERAN BUSINESS (DVB)****PARTICIPATION PROGRAM OVERVIEW AND RESOURCES**

1. **Disabled Veteran Business (DVB).** The term Disabled Veteran Business (DVB) includes verified Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and certified Disabled Veteran Business Enterprises (DVBEs).

DVB Participation Program Policy. Pursuant to the board-approved resolution in support of Disabled Veteran Businesses (DVBs) approved on May 10, 2011, the District has replaced the good faith effort with a mandatory requirement of 3% for DVB participation on all District construction projects. Through the DVB participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBs in the Work of the Contract. The District's commitment to the achievement of DVB Participation Requirement for the Work of the Contract shall not, however, result in the District's discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.

Information regarding the DVB participation program, including links to find certified DVBEs and verified SDVOSBs, is available at www.sandiegounified.org/DVB.

2. **Definitions.**

- 2.1 **Broker.** A DVB contractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided, unless one or more of the disabled veteran owners has at least fifty-one percent (51%) ownership of the quantity and value of the materials, supplies, and equipment provided [Military and Veterans Code (MVC) Section 999.2(b)].
- 2.2 **Commercially Useful Function (CUF).** A "commercially useful function" (CUF) provides services or goods that contribute to the fulfillment of the contract requirements. It is not a CUF if the DVB's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed, in order to obtain the appearance of DVB participation. A CUF is a person or entity doing all of the following:
 - a. is responsible for the execution of a distinct element of the work of the contract;
 - b. carries out the obligation by actually performing, managing, or supervising the work involved;
 - c. performs work that is normal for its business services and functions; and
 - d. is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry standards.
- 2.3 **Disabled Veteran.** A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
- 2.4 **Disabled Veteran Business Enterprise.** A "Disabled Veteran Business Enterprise" (DVBE) means a business enterprise certified by the Office of Small Business Certification & Resources, State of California, Department of General Services, pursuant to Military and Veterans Code §999, or an enterprise certifying that it is a DVBE by meeting all of the following requirements: (a) it is a sole proprietorship at least fifty-one percent (51%) owned by one or more Disabled Veterans, or in the case of a publicly owned business, at least fifty-one percent (51%) of its stock is owned by one or more Disabled Veterans; or a subsidiary wholly owned by a parent corporation, but only if at least fifty-one percent (51%) of the voting stock of the parent corporation is owned by one or more Disabled Veterans; or a joint venture in which at least fifty-one percent (51%) of the joint venture's management



and control and earnings are held by one or more Disabled Veteran; (b) the management and control of the daily business operations are by one or more Disabled Veterans; provided that the Disabled Veteran(s) exercising management and control of the business enterprise are not required to be the same Disabled Veteran(s) who is/are the equity Owner(s) of the business enterprise; and (c) it is a sole proprietorship, corporation, or partnership with its home office located in the United States and which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. The terms "foreign corporation," "foreign firm," and "foreign-based business" shall be deemed to mean a business entity that is incorporated or which has its principal headquarters located outside the United States of America.

District accepts both the DGS Disabled Veteran Business Enterprise (DVBE) certification and the Department of Veterans Affairs Center for Verification and Evaluation (CVE) Service Disabled Veteran-Owned Small Business Enterprise- (SDVOSB) verification with CVE letter.

- 2.5 **Front.** A "Front" is a subcontractor providing artificial or incidental participation to meet the objective of a contract (e.g., DVB participation requirement), or a provider who does not own the equipment they are providing, but going through an outside source.
- 2.6 **Pass-through.** A "Pass-through" means a supplier providing access to materials and supplies for which they are not specifically certified/verified. Also see "Front" above.
- 2.7 **Service-Disabled Veteran.** A "Service-Disabled Veteran" is a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable, and whose disability was incurred or aggravated in line of duty in the active military, naval, or air service.
- 2.8 **Service-Disabled Veteran-Owned Small Business.** A "Service-Disabled Veteran-Owned Small Business (SDVOSB)" means a business enterprise is verified by the Veterans Administration's (VA's) Center for Verification and Evaluation (CVE). An SDVOSB must be at least 51% owned by an individual who is considered, by the government, a Service-Disabled Veteran, or for a publicly quoted business at least 51% of the stock is owned by one or more service-disabled veterans and the management and daily business operations are controlled by one or more service-disabled veterans. The VA allows for SDVOSB self-certification and CVE verification. The District does not recognize SDVOSB self-certification status and only accepts SDVOSBs with a CVE Letter of verification.

3. DVB Participation Requirement.

- 3.1 **DVB Participation Requirement.** The Bid Proposal of a bidder shall be deemed responsive only if the bidder meets or exceeds the DVB Participation Requirement of Three Percent (3%) of total amount of bidder's Bid Proposal. The bidder's achievement of the Participation Requirement will not by itself render the Bid Proposal of such bidder to be responsive; in accordance with the Information for Bidders, the entirety of the Bid Proposal must be responsive.

DVBEs are required to have a current and valid certification from the State of California Department of General Services for the business type and classification as listed on the bid documents. SDVOSBs need to have a current and valid verification letter from the Department of Veteran's Affairs Center for Verification and Evaluation relevant to the bid (e.g., NAICS Code); self-certification will not be accepted.

- 3.2 **Exclusions.** The District expressly prohibits brokers, pass-throughs, and fronts.
- 3.3 **DVB Substitution Requirements.** See the General Conditions, Subcontractor Substitution Article 5.2.2 for DVB-specific substitution process requirements.



DVB RESOURCE INFORMATION

Hyperlinks to the resources below can be found at the Business Outreach webpage, www.sandiegounified.org/business-outreach:

- District's Disabled Veteran Business Participation Tip Sheet
- Federal SDVOSB database
- State of California's DVBE database
- United States Veteran Business Alliance (USVBA) website
- Veterans in Business (VIB) Network website

The District's Business Outreach Team can be reached for assistance:

1. Karen Linehan, Outreach Program Manager at klinehan@sandi.net
2. Alma D. Bañuelos, Business Outreach Coordinator at abanuelos@sandi.net
3. Sidney Hucklebridge-Key, Lease-Leaseback Outreach Coordinator at shucklebridge@sandi.net

ATTACHMENT 6

DISABLED VETERAN BUSINESS (DVB) BIDDER DECLARATION

1. **Bidder Name:** _____
 Do you hold a current DVB certification? Please identify which certification: **DVBE:** **SDVOSB:** **OR N/A:**

2. **DVB Subcontractor/Supplier List: FIRST TWO COLUMNS MUST BE COMPLETED AT TIME OF SUBMISSION.** You may attach additional pages if necessary. After written notification is received, Proposer shall submit a DVB Bidder Declaration with **all columns completed**. Subcontractors/suppliers listed **must** possess a current and valid California Department of General Services DVBE certification or SDVOSB verification letter from the Department of Veteran’s Affairs Center for Verification and Evaluation or their percentage will not count toward the participation requirement.

Complete at time of proposal		Completed upon written notification from District			
Subcontractor/Supplier Name, Address, Contact Person, Phone Number, and Email	California DVBE or Federal SDVOSB Certification	Bidder Name or Hiring Subcontractor	Provide UNSPSC, NAICS, and/or CSLB Classification Number(s) and list work to be performed or specific supplies	Estimated DVB Dollar Value	Corresponding % of Total Bid Price

3. **CERTIFICATION: FIRST COLUMN MUST BE COMPLETED AT TIME OF PROPOSAL.** By executing and submitting this DVB Bidder Declaration, I represent to the District that each DVB identified is duly and properly certified/verified in conformity with the District’s DVB Participation Program Policy and all applicable laws. I also acknowledge that the District has a mandatory requirement of **three percent (3%)** for DVB participation on all construction projects regardless of value and certify that our company **will meet or exceed 3%** DVB participation on this project. **I understand that if the District cannot verify the Participation Requirement with the subcontractors/suppliers listed, the bid will be deemed non-responsive.**

Complete at time of proposal	Completed upon written notification from District	
Total Price Including All Allowances	Total DVB Dollar Value (\$) Committed	Total DVB Percentage (%) Committed

4. **AUTHORITY TO EXECUTE:** The individual executing this DVB Bidder Declaration on behalf of the bidder warrants and represents to the District that they are duly authorized to execute this document on behalf of the Bidder. Executed this _____ day of _____ 20____, in _____ (City and State)

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

 (Sign)

 (Name of Individual Executing Statement)

ATTACHMENT 7

PROJECT STABILIZATION AGREEMENT
PRIME CONTRACTOR LETTER OF ASSENT

TO: **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District, acting by and through its Board of Education ("the District").

FROM:

(Name of Contractor)

(Address)

(City, State, Zip Code)

(Telephone/Fax)

(Email Address)

(Name(s) of Contractor's Authorized Executive(s))

This is to confirm that my Company agrees to be party to and bound by the San Diego Unified School District Project Stabilization Agreement Construction Major Rehabilitation Funded by Proposition S ("Agreement"), effective July 28, 2009, and as subsequently amended, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to CC25-0529-52-00-00 – Construction of Solar Power Generation Systems at 11 Sites (Group A), and this Company shall require all of its subcontractors and others covered by the PSA of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to the District's Contract Compliance Office an identical Letter of Assent prior to their commencement of work.

Executed By:

(Signature of Company Officer)	(Date)
(Typed or Printed Name)	(Title)

ATTACHMENT 8

GUARANTEE

DISTRICT: SAN DIEGO UNIFIED SCHOOL DISTRICT

PROJECT: CONSTRUCTION OF SOLAR POWER GENERATION SYSTEMS AT 11 SITES (GROUP A)

CONTRACTOR NAME: _____

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

By: _____
(Signature) (Date)

(Typed or Printed Name) (Title)

ATTACHMENT 9

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
Name of Contractor/Consultant

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Diego Unified School District, pursuant to the contract dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code 1192.7(c) and 667.5(c), respectively.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

- 1) The installation of a physical barrier at the worksite to prevent contact with pupils (i.e. 8 foot chain link fencing).

AND

- 2) Continual supervision and monitoring of all employees of the entity by an employee of the entity, such as foremen, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

OR

- 3) Will execute the required Department of Justice application and send either all employees or supervising and monitoring employees for fingerprinting at an authorized processing center. ***Prior to performing work on site Contractor must provide certification that the required employees have been fingerprinted.***

Contact www.oag.ca.gov to obtain an ORI number or more information from the Department of Justice regarding this requirement.

AND

Included as "Attachment 11" is a list of the names of the employees of the undersigned who will be working on the project and who, to the best knowledge of the undersigned, are not convicted felons or awaiting trial for a felony charge.

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

Date: _____, 20_____

Signature

Title

**ATTACHMENT 10
LIST OF EMPLOYEES**

The following is a list of our employees and our subcontractor’s employees and their DOJ fingerprinting status who will be working on the project site(s). I will keep this list current and send the District’s Construction Manager any new updates with my monthly payment application.

<u>NAME and TITLE</u>	<u>EMPLOYER</u>	<u>FINGERPRINTED?</u>	
		Yes	No
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ Title

_____ Authorized Signature

_____ Telephone Number