



**REQUEST FOR PROPOSALS FOR
DESIGN-BUILD SOLAR POWER GENERATION
SYSTEMS AT EIGHT SITES**

PS-16-0980-02

[Morse HS, Mira Mesa HS, Nye ES, Penn ES, Scripps ES, Serra HS (Main), Serra HS (Data Center), Tierrasanta ES and Zamorano ES]

**Responses Due
2:00 P.M.
February 18, 2016**

**Mandatory Site Walk and Pre-Proposal
Conference
January 27, 2016 from 8:00 a. m. –
5:00 p.m.
Zamorano Elementary School
2655 Casey Street
San Diego, California 92139**

**Joanne Pilgrim
Strategic Sourcing and Contracts
2351 Cardinal Lane, Building M
San Diego, California 92123-3743
Email: jpilgrim@sandi.net**

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ATTACHMENTS (See Following Page)

| Attachments (Each Attached As A Separate Document) | |
|---|---|
| GENERAL INFORMATION (Applies to all sites) | A PROJECT DESCRIPTION |
| | 1. Scope of Work |
| | 2. General Project Criteria and Applicable Codes |
| | 3. Submittal Requirements |
| | B SAMPLE DESIGN-BUILD CONTRACT |
| | 1. Contract for Design and Construction with Terms and Conditions (including Exhibits “A” –“J”) |
| | 2. Operations & Maintenance Contract (Exhibit “B”) |
| 3. Performance Guarantee Contract (Exhibit “G”) | |
| 4. Design-Build Specifications (See Separate Specification Attachments) | |
| SITE - SPECIFIC INFORMATION (One Section for Each of 8 Sites) | C SITE INFORMATION |
| | 1. Site Detail Sheet and Solar Site Drawings |
| | 2. Plans by Site ELECTRICAL CONSUMPTION DATA (MS Excel) |
| | 3. Electrical Consumption Data (MS Excel) |
| | 4. Geotechnical Information |
| | 5. As-Built Site Drawings |
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| | D PROPOSAL FORMS |
| | Form D1, Proposal Details Form |
| | Form D2, PV Cost Proposal Form |
| | Form D3, Subcontractor Prequalification |
| | Form D4, Non-Collusion Declaration |
| | Form D5, Workers Compensation Form |
| Form D6, Exceptions Form | |

| Definition of Terms | |
|---------------------------|--|
| Canopy(ies) | Where this term or carport(s) or shade structure(s) are used, they all refer to structures raised above the ground to support solar PV panels. |
| Commercial Operation Date | The date for each PV system at each site when that PV system is commissioned, receives PTO from the Local Utility and the District provides formal acceptance to begin the terms of the O&M Agreement and Performance Guarantee. |
| DSA | California Division of the State Architect. |
| Design-Build Contract | The Contract between the District and successful Proposer for the Project to provide engineering design, procurement, construction, start-up and commissioning of Solar Photovoltaic (PV) systems. |
| Design-Build Entity (DBE) | The company responsible for the design-build scope of the Project as contracted with the District. |
| District | San Diego Unified School District |
| Final Completion | The date at which Substantial Completion has been achieved, all punch lists have been completed to the satisfaction of the inspector(s) and District representatives, all documentation has been delivered to the District, all other contract items have been completed, delivered and accepted by the District and final DSA approval and certification is obtained (i.e. the Project is closed out with DSA). |
| Local Utility | San Diego Gas and Electric (SDG&E) |
| O&M | Operations and Maintenance |
| Project | The solar photovoltaic (PV) systems, related equipment, structures, and contractual obligations, as described in this RFP, and as may be otherwise agreed to by the District and the successful Proposer in the Design-Build Contract. |
| Proposer | An individual proprietorship, partnership, Limited Liability Company, corporation or joint venture that submits a Proposal in response to this RFP. |
| Pre-Qualified | Proposers which were selected through the District's Request for Qualifications (RFP) PS-16-0433-02, Prequalification Forms for the Design-Build Delivery of Solar Power Generation Systems. |
| Substantial Completion | The date at which the solar photovoltaic (PV) system is wholly installed and operational such that permission to operate (PTO) has been formally requested and PTO may be granted by the Local Utility. |

**REQUEST FOR PROPOSALS
TENTATIVE SCHEDULE**

| <u>ACTIVITY</u> | <u>DATE</u> | <u>TIME (PST)</u> |
|--|----------------------|----------------------------------|
| RFP Issuance | Jan. 21, 2016 | |
| Mandatory Site Walk and Pre-Proposal Meeting | Jan. 27, 2016 | 8:00 a.m. – 5:00 p.m. |
| Latest date/time for Proposers' Submission of RFP Questions | Feb. 3, 2016 | 4:00 p.m. |
| District Responses to Proposers' Questions | Feb. 10, 2016 | |
| Proposers' Submission of Proposal | Feb. 18, 2016 | 2:00 p.m. |
| Proposer Selected for Contract Negotiation | Mar. 3, 2016 | |
| District Board of Education Approval of Contract(s) | Mar. 22, 2016 | |

**REQUEST FOR PROPOSALS (RFP)
FOR DESIGN-BUILD SOLAR POWER GENERATION AT EIGHT SITES**

1. OVERVIEW

The San Diego Unified School District (“District”) currently has over 132,000 students attending classes at 226 sites, making it the second largest school district in California and one of the largest urban school districts in the United States. The District currently consumes approximately 75 million kWh annually and anticipates that these figures are likely to increase. The District intends to utilize Propositions S and Z bond sales to fund solar PV systems at twenty sites over the next two years in order to reduce its energy budget and provide significant environmental benefits.

Through this RFP, the District seeks to identify and select a highly qualified and cost and value competitive Design Build Entity (DBE) for the survey, design, installation, commissioning, and service of the “grid-connected” Photovoltaic Systems. The overarching objective of the Project is to provide the greatest level of expected return on the capital investment through bond savings over the next 25 years, subject to the District’s budget constraint, site constraints as presented and overall cost-effectiveness considerations.

Pursuant to this RFP, the District is soliciting individual written proposals for the first phase of solar project implementation comprising “grid-connected” PV Systems at the eight sites listed herein. Proposers will provide Design-Build proposals for engineering design, procurement, construction, start-up, and ongoing operations, maintenance, and monitoring services of approximately 4.8 megawatts-DC (MW-DC), of solar PV capacity of fixed tilt elevated canopies and ground mount photovoltaic solar electric generating systems (PV Systems), together with associated warranties and output guarantees as specified herein.

These initial eight sites are targeted for construction beginning in Summer 2016, with additional projects being added in 2017 and subsequent years. The District reserves the right to add or remove individual sites from the final contract(s) at its sole discretion and/or to make awards to multiple Proposers as it sees fit.

The District intends to procure these PV Systems utilizing District funding and will “own the facility” and will not consider alternative funding options, such as leasing or power purchase agreement (PPA) offerings. As part of its PV system procurement the District expects to secure an Operations and Maintenance service agreement between 10 and 25 years and a corresponding 10-25 year Performance Guarantee agreement from the winning solar vendor.

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

2. PRE-QUALIFICATION AND PROJECT STABILIZATION AGREEMENT (PSA)

The District has completed a pre-qualification process through RFQ PS-16-0433-02, released in September 2015. Only firms that responded to this RFQ and were subsequently Pre-qualified may submit responses to this RFP.

This RFP includes a requirement for pre-qualification of subcontractors. Each contractor wishing to perform work as a subcontractor to the Design-Build Entity must be prequalified for projects estimated at \$1,000,000 or more if the subcontractor intends to perform work in the following categories: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46. All subcontractor prequalification requirements are listed in **Attachment D3** for completion.

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. PROJECT SITE INFORMATION

3.1. Site Addresses and Installation Types

Table 3-1 provides information on potential PV mounting types that may be used at the sites, and identifies sites that have Americans with Disabilities Act (ADA) potential impacts.

Table 3-1: Site Addresses and Installation Types:

| Proposal No. | Interconnection Site | Site Address | Canopy | Ground | ADA Compliance | Exst/Prev PV |
|--------------|------------------------|---|--------|--------|----------------|--------------|
| 1 | Morse HS | 6905 SKYLINE DR., SAN DIEGO, CA 92114 | X | | X | E |
| 2 | Mira Mesa HS | 10510 REAGAN RD., SAN DIEGO, CA 92126 | X | | X | |
| 3 | Nye ES | 981 VALENCIA PKWY., SAN DIEGO, CA 92114 | X | | X | |
| 4 | Penn ES | 2797 UTICA DR., SAN DIEGO, CA 92139 | | X | | |
| 5 | Scripps ES | 11778 CYPRESS CANYON RD., SAN DIEGO, CA 92131 | X | | X | |
| 6a | Serra HS (Main) | 5156 SANTO RD., SAN DIEGO, CA 92124 | X | | X | |
| 6b | Serra HS (Data Center) | 5156 SANTO RD., SAN DIEGO, CA 92124 | X | | X | |
| 7 | Tierrasanta ES | 5450 LA CUENTA DR., SAN DIEGO, CA 92124 | X | | X | P |
| 8 | Zamorano ES | 2655 CASEY ST., SAN DIEGO, CA 92139 | X | | X | |

Notes:

1. ADA Compliance – Indicates that canopy areas require coordination and/or upgrades to comply with Americans with Disabilities Act.
2. Exst/Prev PV – Notes sites where previous PV projects current exist (E) or were previously installed and have been removed (P).

3.2. Site Accounts And Targeted Production

Table 3-2 contains the list of potential solar sites for the District along with utility account and meter numbers, and the approximate electricity usage data. Detailed site information on electrical accounts, service details and tariffs is provided in **Attachment C**.

Table 3-2: District Potential Solar Sites/Account and Target Production

| Proposal No. | Interconnection Site | Account No. | Meter No. | Historical Annual Electricity Consumption (kWh) ¹ | Est. Efficiency or Additional Load Change (Pct) | Future Annual Consumption for PV Design (kWh) | Target Solar PV Production (kWh, Year-1) ² |
|--------------|---------------------------------|-------------|-----------|--|---|---|---|
| 1 | Morse High School* | 5848915529 | 6699735 | 1,159,000 | 43% | 1,657,000 | 1,440,000 |
| 2 | Mira Mesa High School* | 5338627638 | 6693255 | 1,961,000 | 4% | 2,039,000 | 1,718,000 |
| 3 | Nye Elementary School | 5848360720 | 6698089 | 276,000 | 20% | 331,000 | 331,000 |
| 4 | Penn Elementary School | 8120226126 | 6701495 | 401,000 | 3% | 413,000 | 413,000 |
| 5 | E.B. Scripps Elementary School | 3076013569 | 6703654 | 467,000 | 0% | 467,000 | 467,000 |
| 6a | Serra High School (Main) | 6554882296 | 6699182 | 1,582,000 | 0% | 1,582,000 | 1,582,000 |
| 6b | Serra High School (Data Center) | 2079329072 | 6687047 | 669,000 | 0% | 669,000 | 669,000 |
| 7 | Tierrasanta Elementary School | 6556150171 | 6692917 | 317,000 | 0% | 317,000 | 317,000 |
| 8 | Zamorano Elementary School | 8122540638 | 6687957 | 597,000 | 0% | 597,000 | 596,000 |

Notes:

1. Consumption data provided by SDG&E from August 1, 2014 through July 31, 2015 for all sites, unless otherwise noted.

2. Target Production Values are 100% of future annual consumption. Values may be updated in a future Addendum.

* Target Production Values at these sites may not be met due to net metering caps.

3.3. CEQA Requirements

The District will prepare all necessary California Environmental Quality Act (“CEQA”) documentation once the final scope of the Project has been determined. The District will act as the lead agency in the preparation of the CEQA documentation. The selected Design-Build Entity is expected to provide supporting information regarding the proposed design to the District in this process.

4. RFP PROCESS

This RFP is part of the process for the District’s selection of a qualified DBE to provide services for PV Systems to be installed at the District’s eight selected sites. This is not a request for bids or an offer by the District to contract with any party responding to this RFP. The District’s award of contract(s), if any, will be made in accordance with California Government Code section 4217.10, et seq., and will be based on the District’s evaluation of Proposals utilizing the criteria outlined in section 7.4 of this RFP. The District reserves the right to reject any and all Proposals, to waive any irregularity, and to sit and act as sole judge of the merit and qualifications of the materials and services offered therein.

4.1. Distribution Of This Document

This document and any attachments, appendices and addenda will be distributed electronically via the District’s website via a protected password. See <https://fpcprojects.sandi.net/sites/PSA/rfps/default.aspx>. All requests for access and questions on this RFP shall be sent to jpilgrim@sandi.net. Proposers are responsible for ensuring that electronic communication is functioning and that online documents are accessible. Should there be any questions or uncertainty that documents cannot be accessed or questions are not being received, Proposers are responsible for following up with the District by e-mail at jpilgrim@sandi.net.

4.2. District / Contract Administrator

The Contract Administrator for this RFP and the resulting contract(s) is the Contracts Administration Supervisor at the District. The Contract Administrator is the only individual

authorized to make any modifications via addenda or otherwise to this RFP and the resulting contract(s), if any.

4.3. Modifications To RFP

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

4.4. No Oral Clarifications/Modifications

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

4.5. Public Records

Except for materials deemed Trade Secrets (as defined in California Civil Code section 3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The District is not liable or responsible for the disclosure of Proposals, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal, by submitting a response to this RFP, each Proposer agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising there from.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, all responses sent to the District prior to recommendation for District Board of Education (Board) award or actual award of contract under certain circumstances are sent as confidential documents. No part of the responses will be made public or shown to any persons outside of the District and its screening and selection panels until after a recommendation for award has been made to the Board, or until after actual award of contract under certain circumstances, at which time all documents will be public record except for documents otherwise exempt. Furthermore, the District will have no liability to the Proposer or other party as a result of any public disclosure of any Proposal or Contract.

4.6. Examination Of Site And Contract Documents

Each Proposer shall, at its sole cost and expense, inspect the Site and become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Proposer to receive or examine any of the Contract Documents or to inspect the Sites, or any portion thereof, shall not relieve such Proposer from any obligation with respect to the Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Proposer for, nor shall the District be bound by, any understandings, representations or agreements of the District’s representatives, agents, employees or officers concerning the Contract Documents

or the Work made prior to execution of the Contract which are not in the form of RFP Addenda duly issued by the District. The submission of a Proposal shall be deemed prima facie evidence of the Proposer’s full compliance with the requirements of this section.

All Proposers shall comply with the contracting requirements specified in **Attachment B** in submitting their Proposals. In submitting a Proposal to the District, each Proposer represents and agrees to be bound by the terms and conditions set forth in **Attachment B**, as may be applicable. Any proposed deviations from the terms and conditions set forth in **Attachment B** or to other requirements of this RFP must be identified by Proposers in **Attachment D6**. Any exceptions listed in **Attachment D6** shall be considered proposed changes and shall not alter the requirements of the RFP or contract documents until agreed upon and formally accepted by the District and the successful Proposer.

Each Proposer is to contact the Contract Administrator to request additional site visits/inspections beyond the initial site walk if such are required.

5. SCOPE OF WORK

5.1. Scope Of Work

The successful Proposer will be responsible for completing “turnkey” Photovoltaic Systems on District Sites, including design/engineering, permitting, procurement, construction, installation and equipment start-up, and ongoing operations and maintenance. Products, components, construction, and installations must comply with applicable codes, standards, and rating methodologies.

Minimum requirements outlining the general requirements of the Design-Build Contract are outlined in **Attachment A1: Scope of Work, Attachment A2: General Criteria & Applicable Codes, and A3: Submittals and Project Acceptance**. The requirements are not intended to be complete or comprehensive and do not limit or waive requirements established by the Contract as awarded.

5.2. Construction Milestones

(To be negotiated with selected Proposer.)

| Proposal No. | Site | Start of Site Construction | Substantial Completion | Final Completion |
|--------------|------------------------|----------------------------|------------------------|------------------|
| 1 | E.B. Scripps ES | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 2 | Mira Mesa HS | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 3 | Morse HS | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 4 | Nye ES | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 5 | Penn ES | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 6a | Serra HS (Main) | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 6b | Serra HS (Data Center) | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 7 | Tierrasanta ES | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |
| 8 | Zamorano ES | June 22, 2016 | Oct 28, 2016 | Dec 21, 2016 |

5.3. Submittal Dates

(Individual submittals per site. Dates to be negotiated with selected Proposer.)

| Submittal Item | Date |
|---|----------------|
| Schematic Submittal (30% Design) | April 19, 2016 |
| District Review (30% Design) | May 3, 2016 |
| 90% Pre-DSA Design | May 31, 2016 |
| District Review (90%) | June 14, 2016 |
| Construction Management Plan / Schedule | June 17, 2016 |
| Reports to support Commissioning | Oct 19, 2016 |
| Operations & Maintenance Manuals | Nov 23, 2016 |

6. CONTRACTS

6.1. Design-Build Contract

Attachment B to this RFP is a draft of the intended Design-Build Contract, which the District anticipates executing with the successful Proposer(s) selected through this RFP process.

6.2. Operations And Maintenance (O&M) Contract

The District intends to enter into separate O&M Contract(s) for each of its PV Systems for terms of between 10 and 25 years. Each proposal must include costs for a comprehensive O&M contract with initial terms of 10 years and additional pricing for years 11 – 25. **Exhibit “B”** to the Design-Build Contract is a draft of the intended Operations and Maintenance Contract, which the District anticipates executing with the successful Proposer(s) selected through this RFP process.

The O&M contractor shall be responsible to identify, address and coordinate any warranty related work. O&M Contract work shall be performed by the proposing firm or a qualified third-party identified in the Proposal.

The District reserves the right to execute the Design-Build Contract with a Proposer without executing an O&M contract with the same Proposer.

6.3. Performance Guarantee (PeGu) Contract

The District intends to enter into separate PeGu Contract(s) for each of its PV Systems for terms of between 10 and 25 years. All Proposals must include costs for a separate Performance Guarantee with initial terms of 10 years and additional pricing for years 11 – 25. **Exhibit “G”** to the Design-Build Contract is a draft of the intended PeGu Contract, which the District anticipates executing with the successful Proposer(s) selected through this RFP process.

The District reserves the right to execute the Design-Build Contract with a Proposer without executing a PeGu contract with the same Proposer.

7. PROPOSAL PROCESS

7.1. Mandatory Site Walk and Pre-Proposal Conference

A mandatory site walk followed by a Pre-Proposal Conference will be held on January 27, 2016 from 8:00 a.m. to 5:00 p.m. Attendees shall park off-site as parking is limited at most sites. The conference and site walks will meet and begin at Zamorano Elementary School at the address listed below. All attendees must arrive on time. Each of the eight (8) sites will be visited starting with Zamorano Elementary School, and the Pre-Proposal Conference will take place at the conclusion of the site walks.

Zamorano Elementary School
2655 Casey Street
San Diego, CA 92139

7.2. Questions Relating To RFP Process

All questions pertaining to this RFP must be submitted at the time of the mandatory site walk and Pre-Proposal Conference as indicated above. However, if a Proposer: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) requires clarifications of any portion of the RFP, the Proposer shall immediately provide written e-mail notice of such to jpilgrim@sandi.net. Responses of the District to the notice of any errors or discrepancies herein, or request for clarification, will be in writing. If, in the sole judgment of the District, any clarification response affects the RFP or Proposers, the District will issue the clarification response by a written addendum distributed to all potential Proposers who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received via email by jpilgrim@sandi.net no later than the date specified in the schedule. The District will respond to clarification requests submitted thereafter solely at its discretion.

7.3. Proposal Submission Requirements

Individual Proposal binders are required for each of the eight sites. Each Proposal must conform to the following described format and must include the content described below. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, preferably in portrait orientation, except for drawings, tables, and graphics, which may be submitted in landscape and/or larger format, folded as practicable to fit into 8 ½" x 11" size. All submitted materials must be bound in a three-ring binder and labeled dividers that extend beyond the edges of the bound sheets must be used to identify and separate discrete sections of the Proposal for each site. Proposers are not prohibited from submitting materials in addition to those specifically responding to the matters described below; however, the Proposer shall bind all such additional materials separately from the Proposal. Failure of a Proposer to submit its Proposal in a format and with content conforming to the following requirements may be a basis for the District's rejection of such Proposal:

- i. Proposal packages shall be submitted in sealed boxes and Proposer must submit three (3) hard copies of all materials in **three-ring binders** and a complete electronic version on **eight (8)** USB compatible memory storage devices for each site.
- ii. Proposers may submit proposals for as many of the eight (8) sites as they wish. There is no requirement to respond to all eight sites. However, for each site selected by Proposer for response, Proposer must submit three (3) hard copies and eight (8) electronic copies of their Proposal(s) as described in i. above.
- iii. The forms and format provided in Table 7-3 below (Proposal Submittal Format for **Attachment D**) shall be utilized with all required signature pages.

- iv. All Proposals must, at a minimum, address the base scope of work provided in **Attachments A1, A2 and A3**. Proposers are required to provide separate pricing for each site for each Additive Alternate as described in this RFP. Proposers are encouraged to propose additional “Alternates” to enhance the proposed scope of work as they see fit.

Table 7-3: Proposal Submittal Format for Attachment D

| Submittal Item/Format | Document | Description |
|-----------------------|---------------------|--|
| 1. A Single PDF File | Cover Letter | Introduction/Cover Letter with full business address of the Proposer, signed by an individual with authority to bind DBE. |
| | Form D1 | Proposal Details Form with all questions addressed and a signed Proposal Certification under penalty of perjury. |
| | Form D1 Attachments | Minimum Attachments shall include: <ul style="list-style-type: none"> - Proof of Bonding Ability (from RFQ) - Proof of Financing - A Conceptual Design of the PV Facilities - Photographs matching proposed structures - A Detailed Schedule - Sample Construction Management Plan - Resumes of Proposed Project Team - Screen Shots of Monitoring Software - Example of Performance Reporting - Proposed Warranty - Proposed Annual Performance Guarantee Report - Description of Proposed Alternates |
| | Form D2 | Cost Proposal Forms No. 1 through 8, PDF Format, one per site |
| | Form D3 | Subcontractor Pre-qualification Requirements, one for each Subcontractor |
| | Form D4 | Non-Collusion Declaration |
| | Form D5 | Worker’s Compensation Certificate |
| | Form D6 | Exceptions Form |
| 2. MS Excel File | Form D2 | Cost Proposals, MS Excel format. A PDF of this file should be included in the main proposal. The Excel file should exactly match the PDF document. Include proposal cost per site as a 1-site stand-alone project and as a bundled eight site portfolio. |

Alternates

Proposal alternates to be included in this proposal are listed and described in the attached Design-Build Specifications, section 01 23 00, Alternates. Proposers shall include a narrative of their offering in Form D1, attach cut-sheets or additional material (if applicable) and complete the cost for each Alternate in Form D2.

Proposal documents must be received at or before February 18, 2016 at 2:00 p.m. by personal delivery, courier service or by U.S. mail to the following:

Joanne Pilgrim
Contracts Administration Supervisor
Strategic Sourcing and Contracts
2351 Cardinal Lane, Building M
San Diego, CA 92123-3743

Submittals shall include the following information on the front cover of the delivery package:

- (1) Name of Proposer responding;
- (2) Title: “Design-Build Solar Power Generation Systems at Eight Sites”
- (3) Ref: PS-16-0980-02

Once the District receives the responses, they will remain valid and may not be withdrawn for a period of six (6) months.

7.4. Proposal Evaluation Criteria

All Proposals will be evaluated by an Evaluation Committee designated by the District. The Evaluation Committee, upon completion of evaluating the Proposals, may recommend that Contract(s) be negotiated with selected Proposer(s). The District reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

Proposals will be evaluated according to the entire responses provided and including the following:

| o. | Factors | Total Points Available |
|-----------|---|-------------------------------|
| 1 | Overall Costs | 35 |
| 2 | Overall Responsiveness of the Proposal | 10 |
| 3 | Technical Expertise | 5 |
| 4 | Component Quality | 13 |
| 5 | Technical Proposal | 12 |
| 6 | Management Plan | 10 |
| 7 | Qualifications of Subcontractors | 10 |
| 8 | Operations & Maintenance and Performance Guarantee Proposal | 5 |
| | | |
| | Total Points | 100 |

7.5. Award Process

The District intends to award a Contract to the qualified Proposer or multiple Proposers whose responses conform to the RFP, whose Proposal outlines a Project(s) which will provide the best value to the District, best meets the District’s needs and is most likely to assist the District in achieving its objectives, which the District shall determine in its sole and absolute discretion.

The District expects to complete its evaluation process to select a qualified Proposer or Proposers, but reserves the right to change key dates and action as the need arises. In the event that the successful Proposer or Proposers are unable and/or unwilling to execute the Contract as negotiated by the District, the District, in its sole discretion, may begin negotiations with the next highest

ranked Proposer. The District also reserves the right to make award without further discussion with any of the Proposers.

7.6. District Rights

The District reserves the right to accept or reject any and all submittals, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of the total submittal, and to waive any informality or non-substantive irregularity, as the interests of the District may require.

The District is not responsible for late delivery. To ensure fairness, responses received after the deadline will not be accepted or reviewed. The Proposer is responsible for ensuring that the responses are submitted on time to the proper location.

Proposer's submittal and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District. Neither this document, nor any submittals provided in response to the RFP, requires the District to negotiate or award a contract with any responding firm or individual.

The District reserves the right to award a contract any time up to six months from the date of opening the submittals. The award of a contract is at the sole discretion of the District acting through the Board of Education. The District also reserves the right to contract independently with other entities/firms for any of the services listed herein, as the need arises.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFP and makes no representation that a contract will be awarded. Furthermore, District reserves the right to consider additional firms for this RFP if it is found to be in the best interest of the District. All Proposers should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees and approval by the Board.

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

Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting and clearance through the California Department of Justice of all personnel who will visit school sites is also required.