

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: October 11, 2013
RFP NO: UCM1065DG

DUE DATE: NOVEMBER 13, 2013
TIME: 4:00 p.m. (PT)

Proposals must be received by the due date and time to be considered.

MANDATORY BIDDERS CONFERENCE: 1:30pm on Tuesday, October 22, 2013
See Section 2 for more details

All qualified, interested Contractors are invited to submit proposals for:

Solar Photovoltaic System(s)

Power Purchase and License Agreement

for

University of California, Merced



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1 RFP Purpose and Background

1.1 ORGANIZATIONAL CONTEXT

1.1.1 University of California

Founded as the state's first and only land grant institution in 1868, the University of California is a system of 10 campuses with approximately 180,000 undergraduate and graduate students. The official research arm of the State of California, UC has five medical schools, four law schools and the nation's largest continuing education program. It also manages three national laboratories that are engaged in energy and environmental research and approximately 130,000 acres of natural habitat in California for research, teaching and outreach activities. The University's fundamental mission is teaching, research and public service.

1.1.2 University of California, Merced

The University of California, Merced ("UC Merced" or "University") is the nation's first doctoral research university of the 21st century and the newest campus of the University of California system. Opened in 2005, the campus currently has an enrollment of 6,000 students. The campus significantly expands access to the UC system for students throughout the state, with a special mission to increase college-going rates among students in the San Joaquin Valley. It also serves as a major base of advanced research and as a stimulus to economic growth and diversification throughout the region.

In 2009, the Regents adopted the updated Long Range Development Plan for the Merced Campus (2009 LRDP): <http://ppdc.ucmerced.edu/our-design-vision/long-range-development-plan>. The 2009 LRDP set forth a land use plan and principles for the development of the campus to accommodate 25,000 students by the year 2030 and detailed the second of four phases to accommodate 10,000 students by 2020 (the 2020 Project).

1.2 RFP PURPOSE

UC Merced is requesting proposals from qualified suppliers to finance, design, install, operate, and maintain a solar photovoltaic system on building roofs located on and owned by the Merced campus, and to sell the electricity output to UC Merced. The project delivery approach is commonly known as a "power purchase agreement." The agreement will not be a "Lease" but permission to put the photovoltaic support system (pedestals, etc.) on the roofs of proposed buildings.

This project is supported by UC Merced's Long Range Development Plan that establishes a "Triple Zero Commitment" to achieve zero net energy, zero landfill waste, and climate neutrality by 2020. Zero net energy requires that the campus generate its power from renewable resources, and that the total amount of renewable generation in a year equals the total amount of energy consumed in campus stationary facilities and fleet. This project is planned as the second major renewable energy development on campus: a 1 MW array was completed on campus using a power purchase agreement in November 2009.

2 Instructions to Bidders

2.1 MANDATORY BIDDERS CONFERENCE

A mandatory Bidders Conference will be held at 1:30pm on Tuesday, October 22, 2013.

The purpose of this Bidders Conference will be to clarify the contents of this RFP in order to help ensure a thorough understanding of the University's requirements. This pre-proposal conference will provide an opportunity for questions from participants and a forum by which interested parties will have equal access to relevant RFP information prior to proposal submission.

ATTENDANCE IS MANDATORY. All Bidders must attend this Bidders Conference to be qualified to bid on this requirement. Proposals received from any bidders that did not attend the Bidders Conference will be considered non-responsive and rejected upon receipt of proposal.

Two (2) representatives from each firm may attend. Please RSVP to Denise Garcia via email at dgarcia@ucmerced.edu no later than **12:00 Noon on October 17** of your plan to attend. Information will be sent out on October 18 about the location of the meeting to those who RSVP.

2.2 ISSUING OFFICE AND UNIVERSITY CONTACT

This RFP is being issued by the University Purchasing Department which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

The single point of contact for administrative and technical issues regarding this RFP is:

Denise Garcia
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340

Phone: (209) 228-4085
Fax: (209) 228-2925
E-mail: dgarcia@ucmerced.edu

2.3 SCHEDULE OF EVENTS

Release of RFP.....	October 11, 2013
Mandatory Bidders Conference	1:30pm, October 22, 2013
Deadline for Questions regarding RFP.....	3:00pm, October 28, 2013
Proposal Due Date.....	4:00pm, November 13, 2013
Anticipated Contract Commencement.....	January 1, 2014

Note: The above dates are subject to change at the option of the University.

2.4 PROPOSAL RECEIPT

Proposals are to be addressed and delivered as follows:

1 original hardcopy and 5 CDs or USB Drives (CDs or USB Drives should not include pricing information):

Denise Garcia
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340

Phone: (209) 228-4085

Proposals shall be in a sealed envelope marked:

Name of Bidder
RFP Number UCM1065DG
Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will be returned to the bidder unopened.

2.5 BIDDER QUESTIONS

Bidders are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, or omissions to the RFP, or if there are any questions as to any information provided in the RFP or by any other source, a request must be submitted via email or fax for clarification, interpretation or correction by the date listed above. Such inquiries must be directed to the buyer listed below. The University may be unable to respond to inquiries received too close to the bid submission deadline to permit a timely and comprehensive reply to all prospective Bidders.

Questions regarding this RFP must be submitted using the form as provided in Attachment A to this RFP document no later than 3:00pm, October 28, 2013. Please submit via email (preferred) or fax to:

Denise Garcia
UC Merced Purchasing Department
Fax : (209) 228-2925
dgarcia@ucmerced.edu

2.6 RESTRICTION ON COMMUNICATIONS

Except for the designated contact(s) listed above, Bidders are not permitted to communicate with University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of awards, except during:

- The course of the mandatory Bidders Conference

If a Bidder is found to be in violation of this provision, the University reserves the right to reject the bid.

2.7 PROPOSAL FORMAT AND REQUIRED SUBMITTALS

Bidders are to provide a written proposal addressing the full scope specified under this RFP.

Proposals shall be submitted in the following format. Proposals in any other format will be considered informal and will be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. If the bidder fails to provide any of the following information, with the exception of the mandatory proposal certification, The University may at its sole option, ask the bidder to provide the missing information or evaluate the proposal without the missing information.

Proposals must include all of the elements listed, be clearly indexed and assembled (in accordance with the numbers and order listed below) and reference the corresponding RFP Sections and paragraphs.

1. Table of Contents - Proposals must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 8.
3. Company Introduction and Management Overview - This section should present an introduction and general description of the company's background, nature of business activities, and experience in providing the required products and related services. This section should also provide a statement of the Bidder's understanding of the major objectives of the solicitation and the Bidder's approach to fulfilling the University's requirements.
4. Technical Response as required by RFP Section 4.
5. Bidder Qualification Information and Completed Business Information Form – RFP Section 6.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 5.
7. Supplementary Information and Additional Comments as desired
8. Price Proposal – RFP Section 4 Paragraph 4.9.

2.8 JOINT OR PARTNERING BIDS

A joint bid submitted by two or more Bidders proposing to participate jointly in performance of proposed work may be submitted, providing that to be considered responsive, any such joint bid must respond to all the requirements of this RFP. However, the University requires that one joint bidder be identified as the "Primary Bidder" who will assume primary responsibility for performance of all other joint Bidders. The Primary Bidder must identify themselves as such and submit the proposal under their company name and signature. If a contract is awarded in response to a joint bid, the Primary Bidder must execute the contract and the other Bidder(s) must verify in writing that the Primary Bidder is authorized to represent them in all matters relating to the contract. The University assumes no responsibility obligation for the division of orders or purchases among joint contractors.

2.9 RFP EXCEPTIONS

- Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any product enhancements that could be made by the Bidder to satisfy those requirements.

- General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
- The University will not consider the submission of the Bidder's standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
- Bidders are cautioned that if the University is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

2.10 PROPOSAL MODIFICATIONS OR WITHDRAWAL

No modification of submitted proposals will be permitted in any form. Any proposal may be withdrawn prior to the time set for the receipt of proposals. No proposal shall be withdrawn for a period of (90) ninety calendar days thereafter.

2.11 BIDDER REPRESENTATION

Each bidder, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.12 SIMPLICITY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Special bindings, color displays, etc., are not desired. Promotional materials are especially discouraged.

2.13 COMPLETE BIDS

All bids must be full and complete at the time of bid opening.

2.14 SPECIFICATIONS

Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If products and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder (contractor) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at bidder's own expense.

2.15 AMENDMENTS TO RFP BEFORE DUE DATE

No individual is authorized to amend any part of this bid in any respect, by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date. However, if necessary, supplemental information in addenda form will be provided to all prospective Bidders who have received this RFP, or if addenda are issued after the Bidders Conference has taken place, those who attended the Bidders Conference will be sent the addenda, from The University Purchasing Department. Failure of any Bidder to receive such addenda shall not relieve the Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this RFP.

2.16 UNIVERSITY OF CALIFORNIA BUSINESS INFORMATION FORM

All Bidders must complete the attached University of California Business Information Form and return it as part of the bid.

2.17 FIRM PROPOSALS

All Proposals shall be firm and fixed for 90 days following the deadline for RFP submissions, or until a contract is signed which establishes future pricing/discounts, whichever comes first. The Bidder warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar institutional accounts. If Bidder offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Bidder shall offer the appropriate cost reductions to the University.

3 Scope and Specifications

The intent of these specifications is to describe our contract requirements for the furnishing and delivering of photovoltaic systems under power purchase and licensing agreements between both parties.

3.1 SOLAR PROJECTS

These buildings are being considered for the installation of photovoltaic systems on their roofs:

	Buildings	Total Rooftop Area SQ.FT	Circulation area SQ.Ft	Solar Panel Area SQ.FT
			20%	
1	Housing 4	12,000	2400	9,600
2	Housing 3	10,000	2000	8,000
3	Sierra Terraces Student Housing	45,739	9147.733333	36,591
4	Student Activities & Athletic Center (RCN)	9,000	1800	7,200
5	Joseph S. Gallo Recreation Center (Rec & Wellness)	6,000	1200	4,800
6	Academic Office Annex	16,000	3200	12,800
7	Social Sciences & Management Building (SSM)	28,743	5748.6	22,994
8	Facilities Management (LSSF B)	28,486	5697.2	22,789
9	Science & Engineering I	51,015	10203	40,812
10	Classroom and Office Building 1 (COB1)	30,113	6022.656	24,091
11	Kolligian Library	27,960	5592	22,368
12	University House (Chancellor's Residence)	3,365	673	2,692
	Total	268,421		214,737

These are approximate areas

Note that the University House (#12) will be issued on separate power purchase and licensing agreements. Roof detail for this house can be found in Attachments I and J.

3.2 GENERAL SCOPE AND SPECIFICATIONS

- 3.2.1 Scope shall include a “turnkey” system that includes all engineering, design, materials, labor, equipment, electric panels, breakers, services, permits, approvals, taxes, financing, procurement, installation, construction, operation, maintenance, monitoring, billing, and incidentals necessary to install, operate and maintain a complete solar photovoltaic generation system as specified hereinafter, and including, but not limited to, the work included in this RFP.
- 3.2.2 The Proposer will be responsible for the delivery of electricity to the University under a long-term power purchase agreement. The University intends to contract for production from the project site for a 20-year contract term.

- 3.2.3 At a minimum, the system shall consist of the supply and installation of a solar photovoltaic generation system, mounting structure, terminal and combiner box(es), quick-connect electrical connectors, conduit, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, AC wiring, all metering equipment, a system monitoring and data retrieval system, and everything necessary to interconnect with UC Merced's electrical distribution system.
- 3.2.4 Proposers should assume that there was no pre-feasibility evaluation done as to an appropriately sized solar photovoltaic system for the location and conditions offered. Each Proposer is responsible for ascertaining relevant site conditions and making its own findings as to site conditions and appropriate system size during the site visits.
- 3.2.5 The selected Proposer shall assist with all of the required incentive paperwork and reporting in support of any potential incentives available from programs such as the California Solar Initiative.
- 3.2.6 All current California Building Codes and all other applicable codes shall apply. The Solar Photovoltaic Installation Guidelines issued by the Office of the State Fire Marshall 2008 shall apply. The system shall be designed to meet all applicable Local, State, and Federal seismic and wind-load requirements. Please note, however, project construction is not subject to permitting or inspection by the City or County of Merced. The University will review the design documents before authorizing construction documents, and review construction documents and specifications of the project and shall inspect the installation of the system for compliance and code issues.
- 3.2.7 The solar photovoltaic generation system or system installation activities shall not negate or invalidate any existing roof warranties on any of the building roofs on which the system is installed.
 - 3.2.7.1 Should any of the roofing warranties be negated or invalidated by the solar photovoltaic generation system or the work done to install the photovoltaic generation system, the selected Proposer shall provide a new warranty for the affected roof(s) at no cost to the University.
- 3.2.8 The selected Proposer shall ensure that the integrity of the roofing membranes will remain intact. Any damages caused by the installation or use of the solar photovoltaic generation system to any of the roofing materials of any project building, shall be repaired or replaced at no cost to the University by the selected Proposer.

3.3 SOLAR PHOTOVOLTAIC GENERATION SYSTEM DESIGN

- 3.3.1 The solar photovoltaic system will be installed on the building roofs identified in the Site Map shown on Attachment B and described in Attachment C. Associated plans to further describe the sites are included in Attachment C.
- 3.3.2 The system shall be interconnected to UC Merced's electricity distribution system. Proposers should include all equipment required for interconnection in their bid. Assume the solar power service to be connected either at main distribution bus 480/277 Volt, 120/208 Volt or 12.47kV depending upon size and location of the solar system. Supplier to suggest the most feasible option provided they meet all applicable design, metering and connectivity requirements. The project must include all equipment and modifications to the existing campus distribution system to accommodate the photovoltaic system.
- 3.3.3 While the distribution system is owned by UC Merced, the interconnection must comply with PG&E metering and interconnection standards. The proposed system must include all

provisions to provide safe, reliable power that is fully integrated with the campus distribution system.

- 3.3.4 The project site is served through two redundant PG&E feeders that supply a 12 kV onsite distribution system. A PG&E meter is located at each feeder connection point. All power is provided through only one feeder at any one time. The campus 1 MW solar array does not currently overproduce campus loads. Thus, it reduces the quantity of purchased electricity.
- 3.3.5 One year of 15-minute interval data reflecting total campus purchased electricity, regardless of which of the two feeders is energized, is provided as Attachment D. This file includes a third column showing 15-minute generation from the campus solar array. The fourth column in the file represents the entire campus electricity load (PG&E purchase plus solar generation). These data will not be reproduced in hard copy versions of this RFP.
- 3.3.6 The following cost information is provided for reference:
 - The campus electricity service is unbundled. The transmission and distribution portions are provided by PG&E under a PGE E-20 tariff at primary voltage. The electricity commodity is provided by an independent electricity supplier, currently at a flat/kWh charge.
 - The current average cost of electricity for the campus is approximately \$0.133/kWh. Based on information provided by PG&E, the University is planning for an annual rate increase of 3% beyond 2013.
- 3.3.7 Any necessary upgrades or modifications to the existing main electrical panels or new panels as required for the proper operation of the solar photovoltaic system shall be included.
- 3.3.8 Major electrical components, including the inverter, isolation transformer, and metering shall be installed in enclosures.
- 3.3.9 A system monitoring and data retrieval system shall be furnished and installed, integrated to the campus energy management control system (EMCS). The campus EMCS is a BACNET-compatible Automated Logic WebCTRL system.
- 3.3.10 Structural engineering analysis and documentation (stamped and signed by a Structural Engineer registered in the State of California) shall be provided certifying that the solar photovoltaic system can support any loads resulting from local applicable seismic and wind-load activity.
- 3.3.11 The project design will be reviewed by a campus design committee that advises the Campus Architect. The seismic component of the design will also be subject to a peer review, which will be arranged by the University. Plans must be approved by the Campus Fire Marshal and the University's Representative (a building official). Finally, the project is subject to review by the University of California Office of the President who will determine if further review is required within the University. Any costs associated with the reviews will be the responsibility of the proposer. The University will assist in taking the design through any required review.

3.4 MATERIALS

3.4.1 General

- 3.4.1.1 All aspects of construction shall meet the more stringent of Federal, State, and Local building codes.
- 3.4.1.2 All components shall be new and direct from the respective manufacturer; used or refurbished materials are not permitted.

- 3.4.1.3 Materials shall be designed to withstand the year-round temperatures and conditions to which they are exposed (sunlight, heat, rain, cold, etc.).
- 3.4.1.4 All structural components shall be designed in a manner commensurate with attaining a minimum 30 year design life.
- 3.4.1.5 All required disconnect and over-current protection devices shall be included in the system and accessible for maintenance.
- 3.4.1.6 All systems shall include all equipment necessary to interconnect with the utility and meet all of the utility's requirements for protection equipment, etc.

3.4.2 Modules

- 3.4.2.1 PV modules specified must be listed on the California Energy Commission's PTC list and must qualify for eligibility under the California Solar Initiative.
- 3.4.2.2 System must comply with IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules"
- 3.4.2.3 Modules shall use crystalline silicon technology. Thin film/amorphous technologies will not be allowed.
- 3.4.2.4 The solar module manufacturer shall provide a 25-year warranty on the solar modules with at least 80 percent power output guaranteed at 25 years.
- 3.4.2.5 The solar module manufacturer shall confirm that the warranty applies on an "as installed basis," i.e., it will confirm the panels were installed according to its requirements and specifications for installation.

3.4.3 Mounts

- 3.4.3.1 Photovoltaic mounts for systems on standing-seam roofs must not require penetrating the roof.

3.4.4 Electric Power Requirements:

- 3.4.4.1 Power provided must be compatible with the onsite distribution system.
- 3.4.4.2 Power capacity should be measured at the inverter AC output using the PVUSA Test Conditions (PTC), i.e. 1,000 Watts/m² 20 degree C ambient temperature and wind speed of 1 m/s.
- 3.4.4.3 Systems must be designed and installed using UL or ETL listed components, including mounting systems
- 3.4.4.4 Modules must be certified to UL 1703 – "Flat-Plate Photovoltaic Modules and Panels"
- 3.4.4.5 Inverters must comply with the following requirements:
 - IEEE 929-2000 – "Recommended Practice for Utility Interface of Photovoltaic Systems"
 - UL 1741 – "Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems" listed on the CEC list of eligible inverters
- 3.4.4.6 All Balance of Systems (wiring, component, wiring, conduits, and connections) must be suited for conditions for which they are to be installed. Inverters shall be installed in all-weather enclosures (NEMA 4) suitable for exterior location. An interval data meter must be installed to measure the AC output of the inverter.

This meter should be located in close proximity to the existing billing meter and in a location accessible to University facilities personnel.

- 3.4.4.7 Interconnection must comply with “Rule 21” affecting the IOUs in California. Interconnection must be acceptable to the distribution utility. Licensee will assist the University in preparing and submitting appropriate interconnection agreements with the local utility company. This shall be done at no cost or liability to the University.

3.4.5 Structural Requirements

- 3.4.5.1 All structures, including array structures, shall be designed to resist dead load, live load, plus wind and seismic loads to the geographic area.
- 3.4.5.2 Solar photovoltaic systems must be able to withstand wind speeds of at least 95 mph.
- 3.4.5.3 Thermal loads caused by fluctuations of component and ambient temperatures must be combined with all the above load combinations.
- 3.4.5.4 All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30 year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- 3.4.5.5 The structural design should provide for easy and cost effective repair or replacement of the roof. Licensee shall expect to remove and replace roof mounted solar systems no more than one time per building during the contract period at no expense to the University.

3.4.6 Metering

- 3.4.6.1 Revenue grade Interval Data Recording (IDR) meters shall be provided complete with industry standard telemetry for communication with Ethernet, cellular or other common output capabilities.
- 3.4.6.2 Meters must provide minimum 1-minute intervals.
- 3.4.6.3 Meters shall conform to the requirements of the PGE net metering and CSI programs, and all other applicable State and Federal incentive programs.

3.5 ENVIRONMENTAL PERMITTING

Upon review of the project description, an Environmental Impact Classification (EIC) Form shall be prepared by UC Merced’s Office of Design & Construction to determine whether the project is subject to the California Environmental Quality Act (CEQA) and what form of environmental documentation is anticipated. The project description should include detail sufficient to ascertain the nature and general magnitude of environmental impacts. Upon completion of the EIC form, and with concurrence from the University of California Office of the President, a determination shall be made as to whether (1) the project is considered exempt from CEQA, (2) an initial study is required to evaluate whether the project is adequately analyzed in the 2009 UC Merced Long Range Development Plan Environmental Impact Report (EIR), (3) an EIR shall be prepared if it is known that the project will have a significant effect on the environment.

3.6 PROJECT MANAGEMENT

Proposers are expected to provide a dedicated project manager who will guide the implementation of the project from contract execution through to operation. The University will expect regular meetings and sufficient documentation during the project implementation to verify progress against a schedule and to effectively identify and resolve issues during the implementation process. The Proposer's contractor must maintain qualified on-site project management/supervision whenever work is proceeding on site.

3.7 QUALITY ASSURANCE

- 3.7.1 All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available; the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).
- 3.7.2 All installations shall meet or exceed Cal-OSHA requirements for safety and equipment access.
- 3.7.3 The design, construction, and finalized installation shall be completed in accordance with the latest applicable version of the National Electrical Code (NEC), Uniform Building Code (UBC), California Building Code (CBC), International Building Code (IBC), American Society of Civil Engineers (ASCE), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Underwriters Laboratory (UL), Institute of Electrical and Electronics Engineers (IEEE), American Concrete Institute (ACI), California Occupational Safety and Health (Cal-OSHA), all Federal, State, and Local construction and interconnections codes and all other codes required by the CSI, PGE, and all other incentive and rebate programs.
- 3.7.4 Contractor shall submit to University a copy of its quality assurance/quality control (QA/QC) plan for review not later than 45 days after contract execution for University review and comment. The system shall be managed in accordance with the program. The QA/QC program shall include, but is not limited to, such procedures and systems as the following:
 - All wire insulation testing—Megger testing or very low frequency testing
 - Mechanical system— mounting structures
 - Factory testing of inverters and transformers by the manufacturer
 - PV source open-circuit measurements—VOC at combiner boxes
 - Fuse tests
 - Termination pull testing
 - All visual inspections
 - Grounding continuity testing
 - Earth-ground resistivity testing
 - PV module inspection and manufacturer documentation of factory test per the manufacturer's existing program
 - Metering and instrumentation calibration testing
 - Step-up transformer testing
 - Inverter phase rotation and matching with utility if required
 - Relay settings at the point of interconnection to University if required

- Other Contractor-prescribed procedures

All QA/QC testing procedures onsite shall be witnessed and documented by a qualified representative of Contractor. University shall observe and witness QA/QC as necessary and at its discretion. A qualified engineer of Contractor shall date and sign documentation indicating completion and acceptance of each onsite QA/QC test procedure.

3.8 INSTALLATION CONTRACTOR EXPERIENCE

The selected Proposer and/or Installation Contractor shall be licensed with the California Contractors State License Board to perform all phases of system construction and shall be approved by the equipment manufacturer to install each component. Additionally, any subcontractors shall be licensed by the California Contractors State License Board to perform any and all ancillary work that may be required, including but not limited to concrete, trenching, etc.

3.9 INSTALLATION

3.9.1 General Material and Installation Requirements

- 3.9.1.1 All safety, electric, building, and labor code requirements at the Federal, State, and Local levels shall be met.
- 3.9.1.2 The installation shall be completed in a “workman-like manner”, within commonly accepted construction practices and industry standards. The area shall be kept clean and free of obstructions at all times.
- 3.9.1.3 The installation shall be completed per the Manufacturer’s written installation manual.
- 3.9.1.4 The installation shall be completed without affecting existing piping, conduit.
- 3.9.1.5 All cables, conduit, exposed conductors, and electrical boxes shall be secured and supported according to code requirements.
- 3.9.1.6 All applicable environmental regulations shall be met.
- 3.9.1.7 The Supplier shall obtain all required approvals.

3.9.2 System Electrical

- 3.9.2.1 Electrical construction shall meet all Federal, State, and Local electric codes.
- 3.9.2.2 All outdoor panel enclosures shall be weatherproof and capable of surviving intact under the site environmental conditions.
- 3.9.2.3 All electrical/electronic equipment shall have surge and lightning protection. All electrical/electronic equipment and metal surfaces shall be properly grounded as required in the NEC and as required by the equipment manufacturer for protection of personnel and equipment due to fault.
- 3.9.2.4 Other technical codes that will apply include:
- 3.9.2.5 AMSE PTC 50 (solar PV performance)
 - ANSI Z21.83 (solar PV performance and safety)
 - NFPA 853 (solar PVs near buildings)
 - NEPA 70 (electrical components)

- IEEE 1547 (interconnections)
- National Electrical Safety Code – ANSI C2 - 1999
- All applicable State Building Codes and requirements

3.9.3 Installation Standards

- 3.9.3.1 The Supplier shall obtain appropriate certifications from a Professional Engineer for all structural, seismic, and wind-loading requirements for the specific application and provide them as part of the post-installation package.
- 3.9.3.2 System installation shall conform to Manufacturers' installation manuals and approved project drawings and specifications.
- 3.9.3.3 Mounting hardware shall be compatible with the site considerations and environment.

3.9.4 Meters, Monitoring, And Data Acquisition System

- 3.9.4.1 The Supplier shall develop and provide a remote monitoring program that will allow the University to monitor the performance of the solar photovoltaic generation system in historical and real-time for the life of the equipment.
- 3.9.4.2 Meters shall be integrated to the University's Energy Management Control System (EMCS) for the purposes of metering, monitoring and data collection of electricity production.

3.9.5 System Start-Up

- 3.9.5.1 All start-up and testing activities shall be witnessed by the University's Project Manager, Construction Inspector, and/or other appropriate University personnel.
- 3.9.5.2 The Supplier shall thoroughly inspect the installation to ensure compliance with all applicable safety regulations and requirements and obtain approval of University staff prior to operation.
- 3.9.5.3 Start-up shall be per all manufacturers' instruction.
- 3.9.5.4 The system shall be started and tested in accordance with the regulations of the SGIP and net metering programs.
- 3.9.5.5 Contractor shall supply University with all manuals and/or handbooks (in printable electronic format) that provide, either in a single manual or handbook or collectively, complete operating and maintenance instructions (including inventories of spare parts and tools and parts lists with ordering instructions) for each major piece of equipment and system.

3.9.6 System Commissioning

Complete a system commissioning per the Specifications and equipment manufacturer's written instructions. System commissioning shall meet all requirements of utility and state rebate programs.

Contractor shall provide the proposed commissioning and startup plan for the installation. Contractor shall coordinate with University to develop an acceptable commissioning plan that includes a checkout and startup procedure.

This work will assure that:

- Systems are activated in a manner that is safe for personnel as well as for the equipment;
- Contractor work is complete and according to the contract documents;

- Systems perform as required by the contract documents and are ready to be turned over to the University.

As the construction and installation of the systems nears completion, Contractor shall prepare punch lists and conduct system walk-downs, sub-system and system checkouts, startups, testing, and turnovers.

The final approved Acceptance Test and Commissioning Procedures shall, at minimum, include the following:

- Safety plan during startup and commissioning
- Review of all QA/QC testing on the DC and AC sides of inverters
- Detailed procedure for PV System startup, including switching sequencing
- Confirm testing and energizing inverters in conformance with manufacturer's recommended procedures; note operating voltages; and confirm inverter is performing as expected
- Under full sun conditions, and after at least 15 minutes of operation, taking and recording
- PV System operating data—such as but not limited to MWDC, MWAC, VDC, VAC, IDC, IAC,
- Solar Radiation, etc.
- Testing the system control and monitoring system to verify that it is performing correctly
- Testing the communication system for offsite monitoring
- Testing the installation of metering and protective relaying to verify they meet utility requirements
- Detailed procedure for interface and initialization with the grid
- Documentation of successful startup and commissioning procedure
- Written notification submitted by Contractor to University that the completion of Acceptance Testing and Commissioning has occurred

Upon successful completion of energizing and startup, the system will be considered operable. The system will then move to the Interim Operating Period where Contractor shall make the installations ready for Capacity Testing.

3.9.7 Final Installation and Commissioning Tasks

Contractor shall perform the following tasks without limitation prior to final acceptance by the University:

- 3.9.7.1 Identify punch-list items and provide timeline for completion. Contractor shall complete the items on the punch-list in accordance with the standards described herein, and as quickly as reasonably practical. Contractor shall coordinate with the University regarding continued site access.
- 3.9.7.2 Conduct a final clean-up of the Site.
- 3.9.7.3 Remove all materials and equipment belonging to the Contractor or its subcontractor(s) from the site (other than equipment, supplies, and materials necessary or useful to the operation or maintenance of the site, and equipment, supplies, and materials directed by University to remain at the site).
- 3.9.7.4 Tear down and remove all temporary structures on the site built by Contractor or its subcontractors and restore such areas to a condition consistent with that of a newly constructed solar PV system, except as required by any provision of this Agreement.
- 3.9.7.5 Remove all waste, rubbish, and hazardous material from and around the site.

- 3.9.7.6 Provide University with copies of all O&M manuals and warranties for the installed systems.
- 3.9.7.7 Provide final as-built documents upon completion.

3.9.8 Interim Operating Period

Following successful completion of the startup and commissioning of the systems, the Contractor shall have a maximum of 45 days "Interim Operating Period" to resolve any operating issues. The University designated operating and maintenance team shall receive training regarding the systems during this period. After the successful execution of the Interim operating period, the Contractor shall perform a capacity test procedure to verify the rated output for the system. Contractor is not required to use the maximum 45 days, rather it is an allowance of time. For example, Contractor may be ready for capacity testing after 10 days.

3.10 FINAL ACCEPTANCE DATE

The University shall determine when the system is working and acceptable per the specifications, scope, terms and conditions as specified by this RFP document and the resultant agreement.

3.11 MAINTENANCE

- 3.11.1 The University will not take responsibility for maintenance activities critical to the operation and output of the system. However, the University does understand that some regular, minor maintenance activities can be more effectively performed by the University rather than the proposer. The University will assume that all maintenance is provided by the proposer except where explicitly identified in the RFP response.
- 3.11.2 At least 30 days before the expected Final Acceptance Date, selected proposer shall train University in the operation and recommended maintenance of the PV systems. It is expected that training will be provided for Facilities Maintenance staff and other interested University Personnel to promote understanding, monitoring, and maintenance of the system.
- 3.11.3 Selected proposer shall supply University with all manuals and/or handbooks (in printable electronic format) that provide, either in a single manual or handbook or collectively, complete operating and maintenance instructions (including inventories of spare parts and tools and parts lists with ordering instructions) for each major piece of equipment and system.

3.12 EMERGENCY SHUT-OFF TRAINING

Selected proposer will train University Facilities Maintenance staff how to perform emergency shut-off procedures.

4 Technical & Narrative Response

4.1 TECHNICAL DESCRIPTION

Provide a technical description of the system. Information to be included in the description:

- Power capacity (DC kW) measured at the inverter(s) input
- Power capacity (AC kW) measured at the electrical interconnection point
- Total System efficiency
- Annual expected minimum output AC kWh production with a description of the estimation methodology used. This must be consistent with values provided in the price proposal.
- Output demand and energy data by month and time of use period. This level of output data is considered optional for bidders but will be helpful to the University in accurately assessing the value of the system.
- A description of the equipment deployed, including manufacturer, model number, efficiency, and warranty
- A description of the interconnection with the campus electricity distribution system
- A description of other balance of system components
- A description of the mounting and structural support systems for the system.
- Note that the aesthetic character of the mounting structure and overall system installation will be considered. Thus, the proposal should include enough information to assess the solution's aesthetic characteristics. Inclusion of photographs, material samples, and architectural elevations are required under this item. Please include the height of the proposed system.

4.1.1 Proposal Appendix 2 and Appendix 3

Please complete Proposal Appendices 2 and 3 which are included as attachments to this RFP.

4.2 PROJECT TEAM

Describe the proposed project team, including:

- Contact information for the lead of the proposal team, responsible for the response submittal. This person will be contacted with questions and communications regarding the RFP response.
- An organizational chart that includes all key project members. Members provided as part of the proposal shall be identified by name and title (and organization if required for clarity). The organization chart should include all components of the project including contract management, design, equipment sourcing, system integration, installation, financing, metering, and billing.
- A description of the roles and responsibilities for each team member.

4.3 PROJECT APPROACH

Give a detailed description of your approach to project delivery, including an overview of the project implementation process. This overview should describe specific implementation phases or steps that will be conducted to deliver the product.

4.4 PROJECT SCHEDULE

Provide a schedule for the project that includes major work streams and milestones. The format should be a list of project activities with start and end dates. Include a schedule section pertaining to each of the buildings.

4.5 MONITORING AND DATA PRESENTATION

Provide a description of the monitoring system for the project including:

- Monitoring systems – what systems will be included in the proposed system to monitor, diagnose, and track the solar photovoltaic output of the system.
- Access to and presentation of data.
- EMCS Integration – how monitoring data is integrated to the University's building energy management and control system.

4.6 OPERATIONS AND MAINTENANCE

Provide a complete description of all operations and maintenance activities that will be provided for the system. Please:

- List and describe each maintenance activity
- Include the frequency at which the activity will be performed
- Identify any O&M activity that is required of University personnel
- Identify maintenance and repair costs that will not be covered in the pricing proposal.
- Describe training that is included in the pricing proposal.
- Provide warranty periods for any parts of the system if applicable.

4.7 PAST PROJECT EXPERIENCE

Provide a list of past projects completed by the proposed team that are similar in scope as that proposed. The description for each project/program should include:

- The project name
- Location
- Project size (total cost and project capacity in kW)
- Project delivery type – for example, provided for direct purchase or provided through a power purchase agreement

- Year completed
- Name of client contact
- Brief physical description of the project (equipment manufacturer, model, etc.)

4.8 TERMS AND CONDITIONS ACCEPTANCE AND EXCEPTIONS

Please indicate any exceptions to the RFP documents, including all exhibits. Also, please confirm acceptance of all remaining portions of the RFP including all exhibits, not identified as an exception.

Please indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

4.9 PRICE PROPOSAL

The original hardcopy of the proposal shall include pricing information in a separate envelope. All other copies, CDs, or USB drives should not include pricing information.

Proposers shall complete and submit as a part of their proposal a Price Proposal Form for the proposed system. This form is included as Attachment E. Please complete and submit a separate Price Proposal Form for the University House.

Proposers should make the following assumptions as part of their pricing:

- Taxes on Solar Power Sales: Proposers shall assume that University facilities will not pay city energy or utility user's tax on solar energy purchased from the Proposers.
- Renewable Energy Credits (RECs): The University would like to evaluate the option of maintaining Ownership of Renewable Energy Credits, Green Tags, or similar credits (generally, "RECs") associated with the project. Proposers should assume that the University will not maintain Ownership of the RECs when providing pricing under item 1 of the Pricing proposal Form. Pricing is requested separately in the case that the University were to maintain Ownership of RECs under item 3 of the Pricing Proposal Form.
- Innovative Pricing Structures or Additional Pricing Information: Proposers should clearly and concisely outline and explain their proposed pricing structure to the University. The University will consider, contract terms that may include, but are not limited to, floor and ceiling prices, prices indexed to market or tariff rates, short and long term transactions, purchase and sale of renewable energy credits, and other provisions that will optimize the financial benefits to the University and ensure project viability for the Proposers. Such pricing structures shall be fully explained in Section 5 of the Price Proposal Form. In any case, the University asks that Proposers provide a reasonable representation of the pricing in the format prescribed in Section 1 of the Price Proposal Form.

4.10 BILLING

Provide a description of the billing process. Please include:

- Options for bill access (mail, e-mail, on-line)
- A description of any true-up billing processes

4.11 FINANCING

Provide a description of the capital finance structure for the proposed project.

4.12 PROPOSAL SUBMITTALS

The following submittals shall be provided with the proposal:

- Solar photovoltaic system layout, design documents and roof plans.
- System description including dimensions, type of installation, product data sheets, single line electrical diagram, structural engineer certification
- Description of the anchorage structures showing details of how the system will be anchored.
- System annual electricity output.
- A summary of all anticipated approvals that will be required for the proposed project, incorporated into an
- Schematic and preliminary designs
- Project implementation and completion schedule.
- Product description information
- Equipment details, descriptions, and specifications

5 Terms and Conditions

5.1 TERMS AND CONDITIONS / FORM OF AGREEMENT

The terms and conditions governing any contract resulting from this RFP shall be pursuant to University policy and Attachment F, "Solar Power Purchase Agreement" and Attachment G, "Solar License Agreement." The contents of this RFP, RFP Addenda, and the proposal response or selections from the proposal response submitted by the successful Proposer may also be incorporated into the final contract as appropriate.

5.2 UNIVERSITY'S RIGHT TO REJECT OR MODIFY

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to the University. The University reserves the right to negotiate the modification of the proposal terms and conditions prior to the execution of a contract, to ensure a satisfactory procurement.

5.3 TERMS INCLUDED AND ORDER OF PRECEDENCE

In submitting a proposal in response to this RFP, Proposer acknowledges that this RFP, including all appendices and attachments, and including service, financial and program specifications and terms and conditions may be incorporated in any award issued in response to this RFP. However, in the event of any conflict between the RFP and the bid, the terms of this RFP shall control, and govern any matter set forth therein that is not explicitly modified, added or deleted by the provisions of the subsequent Agreement.

5.4 UNIVERSITY OF CALIFORNIA EMPLOYEES

All proposals must indicate any/all known University of California employees and/or near relatives who hold a position in your organization or have been engaged as a consultant for your organization within the last two years. Also indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

5.5 CONFLICT OF INTEREST

- Proposer shall not hire any officer or employee of the University to perform any service covered by this agreement.
- Proposer affirms that to the best of her knowledge there exists no actual or potential conflict between Proposer's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
- Proposer shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Proposer.

5.6 ETHICS

Supplier will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University.

Throughout the term of any agreement resulting from the RFP, Supplier will not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The supplier and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The supplier will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

5.7 DISCLOSURE OF RECORDS

All bids, supporting materials, and related documentation will become the property of the University.

This RFP, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by The University for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend:

“CONFIDENTIAL INFORMATION”

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of The University for information that has been designated as confidential by the bidder and on the basis of that designation, the University denies the request for information, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.8 PROPRIETARY INFORMATION

Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the Request for Proposal will be handled in accordance with applicable University of California procurement regulations and the Public Records Act. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by Suppliers. All data, documentation, and innovations become the property of the University.

5.9 MARKETING REFERENCES

The successful bidder shall be prohibited from making any reference to the University of California in any literature, promotional material, brochures, or sales presentations without the express written consent of the University.

5.10 INSURANCE REQUIREMENTS

Prior to the commencement of any work under the awarded contract, successful Proposer(s) shall furnish certificates of insurance acceptable to UC Merced (see Attachment G, Solar License Agreement, Section 8). All certificates shall name the Regents of the University of California as an additional insured. The certificate must be submitted to the UC Merced Purchasing Department prior to Contract Award.

5.11 OSHA REQUIREMENT

Proposer warrants and represents that any equipment shall conform to all applicable standards and requirements of the California Occupational Safety and Health Act.

5.12 AUDIT REQUIREMENT

Any agreement resulting from this RFP shall be subject to an examination and audit by the University and the State of California for a period of three (3) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the agreement, including but not limited to the costs of administering the agreement.

5.13 UNIVERSITY'S RIGHT TO NEGOTIATE

The University reserves the right to award all, part or none of the item(s) covered by this RFP and to contract as the best interests of the University may require. The University reserves the right to negotiate each and every aspect of any offer received in response to this RFP, and to reject or negotiate additional terms and conditions offered by the apparent successful Proposer prior to the execution of a contract. In addition, The University may require additional cost and pricing data or documentation prior to award of any contract in whole or in part which may result from this RFP. The University reserves the right to award a contract for all technical requirements to one Proposer, or to negotiate and award parts of the requirements to one or more Proposers, in any combination deemed to be in the best interests of the University. The University reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Proposer.

5.14 PREVAILING WAGES

The vendor understands that all workers on this project, while on University property, must be paid prevailing wages subject to the California Labor Code section 1770 et. seq.

Note: You can find additional information at the following site;
<http://www.dir.ca.gov/DLSR/PWD/Statewide.html>

5.15 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bonds will be required prior to commencement of work. Please see Exhibits 2 and 3 which are attachments to this RFP.

6 Bidder Qualification

6.1 QUALIFICATIONS OF BIDDERS

Provide the following:

- A completed Business Information Form provided as Attachment H.
- A description of all organizations included in the proposal.
- A description of the capabilities and experience of the proposed team in:
 - Designing and engineering solar photovoltaic systems similar to that proposed.
 - Designing and engineering electrical interconnection facilities for commercial-scale solar photovoltaic systems at 12 kV voltage.
 - Installing and managing construction of solar photovoltaic systems similar to that proposed.
 - Designing and implementing metering and meter data solutions for monitoring, data presentation, and education. Include experience integrating solar photovoltaic system data with facility energy management systems or other real-time data access systems.
 - Financing a solar photovoltaic project similar to that proposed. Also provide the total amount of financing provided for solar photovoltaic projects in the last three years.
 - Designing and implementing billing for solar photovoltaic systems similar to that proposed.
 - Maintaining solar photovoltaic systems similar to that proposed
- Resumes of all key project personnel. Resumes shall include years with the firm, years in the solar industry, project experience similar to that proposed including a summary of the project scope and the specific role provided.
- References. For each reference include a client contact, company name, title, address, phone number, email address.

7 Method of Award

7.1 PROPOSAL EVALUATION METHOD

Proposals that are administratively responsive will be evaluated using a two-step evaluation method. Proposals will be evaluated based on the minimum technical and installation specifications as detailed in the Solar System Minimum Specifications (Attachment H). Proposals that meet the University's minimum qualification level will be further evaluated based on the criteria indicated below.

The contract resulting from this RFP, if any, shall be awarded to the responsive, responsible Proposer whose proposal is determined to provide the best value to the University over the contract term. A University evaluation team will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the University's requirements. Proposals receiving less than 70% of the total quality points available will be considered non-responsive and eliminated from further consideration.

If there are any requirements defined in this RFP which are not included in a Bidder's bid at closing date of bid, the bid may be deemed non-responsive and be therefore rejected.

7.2 EVALUATION CRITERIA

Quality points will be awarded to each proposal based on the following:

- Overall Proposal - quality of RFP response, with detail showing understanding of scope, clarity of presentation, and clear indication that University terms and conditions are understood and are either accepted or explicitly identified as exclusions.
- Proposer's Qualifications – company strength and experience, presentation of resources and capabilities, expertise of personnel, demonstrated record of present/past performance.
- Project Approach – A clear implementation plan (including structural viability) and process and evidence of implementation success.
- Ongoing Service Quality: Evidence of a satisfactory operations and maintenance program.
- Energy production – Quantity of electricity output and peak output.
- Technical Merit – Choice of technology, selection of equipment, design of interconnection, attention to detail, understanding of the project site, overall system efficiency.
- Aesthetics and Impact – Architectural appeal, appearance from campus and future building sites, demonstration of limits to visual, noise, or bird impacts.
- Service quality and commitments, training.
- Billing – clarity of process, accuracy of process, timeliness of process, ease of implementation

7.3 PRICE EVALUATION

Proposals that meet the 70 percent minimum technical quality threshold will be evaluated on proposed pricing. Prices will be compared over the contract term to the University's reference average annual price of electricity (\$0.133/kWh) and the current planned escalation rate of electricity that has been provided by PG&E (3%). Savings to the University will be calculated as the difference between the University future reference cost for electricity and the proposed pricing.

7.4 SELECTION OF FINALISTS

Should two or more proposals rank closely enough to warrant further evaluation the University reserves the right to conduct finalist evaluations. If so, proposers identified as Finalists will be invited to undergo further evaluation. If the Finalists express an interest in continuing to participate in the evaluation process, Finalists will be invited to present their solution and address proposal questions as part of the final evaluation process.

Finalists shall be awarded additional points based on the quality of their presentations and how well their proposed solution, as presented, will meet the University's needs. These points will be factored into the existing score to produce a final cost-benefit score.

7.5 CONTRACT AWARD IN BEST INTEREST

The University reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the University may require in order to obtain the product(s) and/or services which best meets the needs of the University, as expressed in this RFP. The University reserves the right to negotiate the modification of, terms and conditions with the proposer offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

Should the successful proposer refuse or fail to accept the tendered purchase contract, award may be made to the next highest ranking proposer.

7.6 REFERENCE CHECKS

The evaluation committee reserves the right to contact, interview and evaluate the Proposer's references; contact any Proposer to clarify any response; contact and interview any current users of a Proposer's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process. The University may also choose to not do reference checks as part of its RFP evaluation and to do reference checks as part of the RFP process.

8 Bidder Certification/Signature Page

AUTHORIZED SIGNATURE: The response must be signed with the full name and address of the Proposer; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

As a vendor of goods and services to the University of California I/we certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principals set forth in Executive Order 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women, to take affirmative steps to hire and promote women, to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment, to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the University our policies and practices relating to our affirmative action program.

The below-named individual, submitting and signing this response, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal #UCM1065DG are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME OF AUTHORIZED SIGNATURE

ADDRESS

EMAIL ADDRESS

CITY/STATE/ZIP CODE

AREA CODE AND TELEPHONE NUMBER

9 Attachments

Attachment A	Bidder Inquiry Form
Attachment B	Site Map
Attachment C	Building Plans
Attachment D	Energy Use Information – Note: 3 Sheets in the Workbook
Attachment E	Price Proposal Form
Attachment F	Solar Power Purchase Agreement
Attachment G	Solar License Agreement
Attachment H	Business Information Form
Attachment I	University House Roof Framing
Attachment J	University House Building Framing
Appendix 2	Technical Specification Form (to be completed as part of the proposal)
Appendix 3	Performance Characterization (to be completed as part of the proposal)
Exhibit 2	Payment Bond
Exhibit 3	Performance Bond