



Public Utility District No. 1 of Jefferson County
Rooftop Solar Installation.

Request for Proposal (RFP)
FOR Design and Construction of Solar System

SUMMARY:

This Request for Proposals (RFP) is to solicit bids from photovoltaic (PV) system installers (Contractor) to design, supply materials, and install photovoltaic system for Public Utility District No. 1 of Jefferson County (JPUD). This project will be submitted to Washington State Department of Commerce Retrofits for Public Buildings grant program. The solar photovoltaic system will be located on the roof top of JPUD Operations Center located at 310 Four Corners Road Port Townsend, WA 98368.

Jefferson County PUD is a RUS borrower.

Reference Number:	CAP 0012023
Closing Date:	October 19, 2022
Closing Time:	3:00pm Pacific Standard Time
Date Issued:	September 14, 2022
All work completed on or before:	April 1, 2023

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INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

1.1.1 Responses for:

Jefferson County Public Utility District No.1
Operations Center Rooftop Solar Design and Install.
310 Four Corners Road
Port Townsend, WA 98368
CAP 0012023

Will be received by:

Attention: Scott A. Bancroft, Operations Director

Closing Date and Time: Proposals must be received not later than 3:00 pm Pacific Standard Time (PST) on, October 19, 2022.

1.1.2 For questions about the RFP contact Scott Bancroft Operations Director.

1.1.3 The response is to be addressed as follows:

Jefferson County PUD Operations Center Rooftop Solar Project
(RFP)
310 Four Corners Road
Port Townsend, WA 98368

CAP 0012023

Closing: 3:00:00pm PST, October 19,
2022.

Attn: Scott Bancroft

1.1.4 Inquiries shall be submitted via email or phone call to

Scott Bancroft at sbancroft@jeffpud.org or 360-385-8363

1.1.5 A mandatory bidder's site meeting will be held on, **September 28, 2022 at 10:00am** at the PUD Operations Center located at 310 Four Corners Road. Questions developed from the mandatory bidder's site meeting shall be presented in writing for a response by the PUD.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The Jefferson County PUD is issuing this Request for Proposal (RFP) to select a qualified solar vendor (the Contractor) to design, supply, install, commission and monitor an expanded rooftop solar photovoltaic system on the roof of the Jefferson County PUD Operations Center located at 310 Four Corners Road.

The Jefferson County PUD reserves the right to modify the terms or cancel the RFP process at anytime.

2.2 SUBMISSION OF RESPONSE TO THE RFP

2.2.1 By submitting a response to this RFP, each Contractor accepts its terms and conditions. In addition, by submitting its response each Contractor waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Jefferson County PUD under this RFP.

2.2.2 Each Contractor shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any personnel of the following (each, a "Conflicted Person"): (i) any employee of the Jefferson County PUD; (ii) any member of the of Jefferson County Board of Commissioners. (iv) any family member of any such employee, councilor or board/committee member; or (v) any business entity controlled by or otherwise not at arm's length to any one or more of any such employee, councilor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Contractors response.

2.2.3 This RFP and any contracts subsequently entered into as a result hereof shall be governed by the laws of the State of Washington applicable therein.

2.2.4 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

2.2.5 All documents submitted by Contractor in response to this RFP are to remain the property of the Jefferson County PUD.

2.2.6 Proposals shall be irrevocable for sixty (60) days following the closing of the RFP and the proposals shall be retained by the Jefferson County PUD.

2.2.7 Proposals shall be signed by an authorized signatory of the Contractor using the Signature and Waiver Sheet in Section 7.0. If the Contractor is an incorporated company, the corporate seal of the Contractor shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal.

Contractors who are sole proprietorships or partners shall sign their RFP response in such a way as to irrevocably bind the Contractor in an authorized manner.

2.3 NO COMMITMENT

- 2.3.1 No commitment on the part of the Jefferson County PUD shall exist under this RFP unless and until the Contractor receives official written confirmation from the Jefferson County PUD that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

- 2.4.1 The Jefferson County PUD will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Contractor's participation in this RFP process or the Jefferson County PUD's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Contractor, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Jefferson County PUD of a duty of fairness or relating to a failure by the Jefferson County PUD to comply with the terms set forth in this RFP.

2.5 ACCEPTANCE OR REJECTION

- 2.5.1 The Jefferson County PUD reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Jefferson County PUD may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFP.

Further, a response may be rejected on the basis of the Jefferson County PUD's understanding of the Contractor's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Jefferson County PUD is to obtain the most suitable responses to the Project and to further the interests of the Jefferson County PUD and what it wishes to accomplish in carrying out the Project. Therefore, the Jefferson County PUD has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favorable to its interests or to reject all responses and cancel the RFP.

In addition to any rights identified elsewhere in this RFP, the Jefferson County PUD reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFP at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Contractor's response, including consequential amendments, or any additional information from any Contractor;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Contractor reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFP process without penalty at any time for any reason; and

- g) negotiate and enter into an agreement with any Contractor notwithstanding any noncompliance by the Contractor's response with any requirement of this RFP.

2.6 QUESTIONS AND CLARIFICATIONS

- 2.6.1 Procedural or technical questions shall be submitted via email and should include references to a specific section and item number.
- 2.6.2 Dependent upon their nature, comments or answers will be returned via email to all entities on the bidders list through an addendum.
- 2.6.3 Amendments to this RFP will be valid and effective only if confirmed by written addenda. Addenda may be issued during the proposal response period. All addenda become part of the agreement and receipt must be confirmed in the Contractors proposal submission.
- 2.6.4 It is the Contractor's responsibility to clarify the interpretation of any item of this RFP a minimum of five business days prior to the stated proposal closing date and time by submitting their request via email to Scott Bancroft Operations Director at sbancroft@jeffpud.org

2.7 DISCREPANCIES IN NUMBERS

- 2.7.1 In the event of a numerical discrepancy or error in a Proposal, the written number will prevail.
- 2.7.2 In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.8.1 All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Contractor by the Jefferson County PUD or a third party as a representative of the Jefferson County PUD (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Contractor in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Contractor in connection with this RFP process, other than that which is common knowledge or within the public domain, is the confidential property of the Jefferson County PUD and must not be disclosed by the Contractor, except to duly authorized representatives of the Jefferson County PUD. Such confidential information or property is not to be employed other than in connection with responding to this RFP unless otherwise duly authorized by the Jefferson County PUD in writing. These confidentiality provisions will remain binding obligations on each Contractor following the conclusion of this RFP process until the Jefferson County PUD reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Contractor from its confidentiality obligation. This requirement does not prohibit any Contractor from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Contractor may reasonably believe to endanger the safety or welfare of the public.

- 2.8.2 The applicant acknowledges that any information or documents provided by it to the Jefferson County PUD may be released pursuant to the provisions of the *Freedom of Information Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3 The Jefferson County PUD acknowledges that a Contractor's response may contain information in the nature of a Contractor's trade secrets or commercial, financial, labor relations, scientific or technical information of or about a Contractor. The Jefferson County PUD agrees that portions of responses to this RFP which are provided in confidence will be protected from disclosure to the extent permitted by law. The Jefferson County PUD is bound by the *Freedom of Information Act*, as amended from time to time, and all documents submitted to the Jefferson County PUD will be subject thereto. Each Contractor must identify appropriate parts of its response or other documents submitted to the Jefferson County PUD as confidential and specify what harm could reasonably be expected from its disclosure; however, the Jefferson County PUD may not be able to ensure that such parts will not be protected from access.
- 2.8.4 Contractors are advised that the Jefferson County PUD will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFP process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Contractor to ensure that all personal information provided to the Jefferson County PUD with respect to the Contractor's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Contractor represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFP response. Also, such individuals are agreeing to the use of such information as part of the RFP evaluation process, for any audit of the procurement process and for contract management and performance purposes.
- 2.8.5 Vendors or suppliers having access to or custody of the Jefferson County PUD records shall be required to comply with the provisions of the *Freedom of Information Act*.

2.9 COST OF PREPARATION

- 2.9.1 Any cost incurred by the Contractor in the preparation of its response to this RFP shall be borne solely by the Contractor.
- 2.9.2 The Jefferson County PUD will not pay for the time required or travel expenses incurred to participate in the mandatory site walk through.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1 All responses submitted to the Jefferson County PUD become the property of the Jefferson County PUD and shall not be returned. They will be received and held in confidence by the Jefferson County PUD, subject to the provisions of the *Freedom of Information Act*. Unsuccessful Contractor submissions will be kept as record for the procurement process until two years after the date of decision for the RFP award.

2.11 CLARIFICATION FROM CONTRACTORS

- 2.11.1 The Jefferson County PUD reserves the right to seek from any/all Contractors any further clarification it may require on responses submitted pursuant to this RFP.

2.12 CONTRACTOR PERFORMANCE

- 2.12.1 The selected Contractor may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Contractor and the Jefferson County PUD. The Jefferson County PUD may also conduct periodic reviews/assessments of any selected Contractor, taking into consideration, in addition to specific work related to the project undertaken by the Contractor, ongoing Contractor staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Contractor, with the goal of immediate and permanent resolution where concerns have been raised. The Jefferson County PUD reserves the right to remove from the roster any selected Contractor who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Jefferson County PUD, based on any on-going or specific evaluation or assessment of the Contractor or its performance of any work, it is deemed to be in the Jefferson County PUD's best interests.

2.13 LENGTH OF AGREEMENT

- 2.13.1 The agreement will be in effect until the end of the warranty and/or monitoring period for the solar PV system.
- 2.13.2 The Jefferson County PUD reserves the right to extend this term to complete any in-progress projects.
- 2.13.3 Additional award periods will be based on mutual agreement between The Jefferson County PUD and the Successful Contractor. However, The PUD reserves the right to negotiate various changes to the agreement to reflect current conditions at the time of renewal.

2.14 FORM OF CONTRACT

- 2.14.1 Upon acceptance of a bid, the PUD will issue a Letter of Intent to the successful Contractor, signifying the Owner's intention to proceed with the Work described within this Request for Proposal.
- 2.14.2 Within fourteen (14) days of receipt of the Letter of Intent, the successful Bidder will execute and endorse a Contract Agreement.
- 2.14.3 Contract Documents shall include, but are not limited to:
 - 2.14.3.1 Request for Proposal Document including appendices;
 - 2.14.3.2 Proposed Fixed Price Form;
 - 2.14.3.3 Hourly Rate Form;
 - 2.14.3.4 Signature and Waiver Sheet;
 - 2.14.3.5 Addendums;

2.14.3.6 Contractors proposal submission; and

4.3.3.8 Other information issued for the benefit of the Bidders.

2.14.4 If notified of acceptance of this proposal, the bidder agrees to promptly provide insurance as per the General Conditions, and as amended by Supplementary Conditions.

2.14.5 The Bidder acknowledges that all insurance, where applicable, must be submitted to the Owner for approval prior to contract signing.

2.15 STAFF CHANGES

2.15.1 Staff changes by the successful Contractors will require written approval from The PUD prior to any such change, which approval The PUD may withhold in its sole discretion. The qualifications and experience of the proposed staff change must be equivalent to or better than the staff proposed in the proposal received. The PUD reserves the right, in addition, and without prejudice to any other right or remedy, to immediately terminate the Agreement as a result of the failure by the Successful Contractor to provide the staff proposed.

2.16 NON-ASSIGNMENT

2.16.1 Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Contractor without the prior written consent of the Jefferson County PUD. Such written consent however shall not under any circumstances relieve the Successful Contractor of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Jefferson County PUD.

2.17 DEPOSITS

2.17.1 The Jefferson County PUD will not consider the payment of a deposit to the Successful Contractor for the scope of work in this RFP.

2.18 TERMS OF PAYMENT AND INVOICING

2.18.1 Terms of payment shall be per Contract agreement and associated supplementary conditions. Hold back will be 10%.

2.18.2 Invoices shall be submitted to accountspayable@jeffpud.org with attention to Amanda Isaak. Invoice shall include the Project number CAP 0012023

2.18.3 The final invoices must at a minimum separate equipment cost, permitting costs, labor costs, sales tax and confirm the final installed system size (Watts DC).

2.18.4 After all invoices have been paid the Vendor shall provide proof of payment confirmation that the PUD has paid all invoices in full.

2.19 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS

2.19.1 The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The Contractor shall provide a Certificate of Insurance which shall include the following:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
3. Worker's Compensation insurance at the limits established by the State of Washington.

The PUD shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the PUD as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the PUD and the PUD shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage

2.20 INDEMNIFICATION

- 2.20.1 The Successful Contractor agrees to indemnify and save harmless the Jefferson County PUD, its councilors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Contractor functions arising from this contract except to the extent of the Jefferson County PUD's gross negligence.
- 2.20.2 At no time will the Jefferson County PUD be responsible for any injury sustained by the Successful Contractor, their employees or any person on the Jefferson County PUD's premises, nor will the Jefferson County PUD be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Contractor, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Jefferson County PUD's premises or site.
- 2.20.3 The Jefferson County PUD shall not be liable for any incidental, indirect, special, or consequential damages or any loss of use, revenue or profit of the Successful Contractor arising out of or in any way related to this RFP or subsequent contract.

2.21 DEBRIEFING

2.21.1 The Jefferson County PUD will offer a debrief to unsuccessful Contractors on request.

END OF SECTION 2.0

3.0 PROJECT OVERVIEW AND SCOPE

3.1 RFP DEFINITIONS

Owner	the Jefferson County PUD
Project	Rooftop Solar Installation Operations Center
Contractor	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFP.
Proposal	a submission to the Jefferson County PUD in response to this RFP.
Successful Contractor	a firm, individual or company with whom the Jefferson County PUD may decide to initially discuss contract arrangements based upon acceptance of the Contractor's Proposal.
Vendor	the Successful Contractor to whom the Jefferson County PUD issues a contract for the Operations Center Rooftop Solar Installation

3.2 PROJECT INTRODUCTION/GENERAL REQUIREMENTS

3.2.1 PROJECT INTRODUCTION

This Request for Proposals (RFP) is to solicit bids from photovoltaic (PV) system installers (Contractor) to design, supply all materials and install one photovoltaic system for Public Utility District No. 1 of Jefferson County (JPUD). This project will be submitted to the Washington State Department of Commerce Retrofits for Public Buildings grant program. Grant applications are due August 19, 2021. PV capacity installed will be net-metered to reduce the electricity consumption at the Jefferson PUD Operations Center.

Proposers shall provide a bid a PV system size and prices to be installed at the Jefferson County Public Utility District No. 1 Operations Center at 310 Four Corners Road in Port Townsend. The maximum PV DC nameplate capacity of the rooftop project considered under this RFP shall be 100 kW DC. The project will consist of two field segments on two separate roof sections of the Operations Center Building.

The information presented in this RFP document has been assembled to facilitate bidding on a common PV system design that meets JPUD's requirements for the purpose of responding to the solicitation by Washington State Department of Commerce Retrofits for Public Buildings grant program.

3.2.2 GENERAL REQUIREMENTS

- A. The contractor will be responsible for producing the complete PV system design up to the electrical panel at the Jefferson PUD Operations Center, procuring all required materials and installing all materials in compliance with applicable national and local codes.
- B. The Contractor will be responsible for securing all planning, electrical, and building permits required to complete the scope of work outlined in this RFP.
- C. The contractor will provide structural engineering design and secure the necessary building permits required to complete the contractor's scope of work outlined in this RFP.
- D. This project is a prevailing wage project, and subject to all applicable RCW's and Washington State laws. Contractor shall comply with all requirements concerning public works, without limitation, prevailing wage. View prevailing wage rates at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> using current rates.
- E. The contractor shall generate an estimate of annual energy production of the system from the date of commissioning through 25 years of operation. These system performance estimates will be required as part of the RFP response and must include all assumed de-rate factors.

3.3 PROJECT SITE

- 3.3.1** The Jefferson County PUD Operations Center is located at 310 Four Corners Road, Port Townsend, WA 98368.

3.4 RFP RESPONSE SHALL INCLUDE

- 3.4.1** Title: Jefferson County PUD Net-Metered Operations Center Rooftop Solar Project
 - a. Background information on your company
 - b. Contractor license number
 - c. Proof of insurance
 - d. Number of years in business
 - e. Installation manager's contact information
 - f. Resumes or qualifications, education, and relevant experiences of key team members to be assigned to this project and their role in the project.
 - g. Descriptions and photographs of similar projects completed by Contractor. Specifically experience with PV system installations greater than 20 kW DC nameplate
 - h. Professional references
- 3.4.2** Lump-sum (fixed price) bid for all services (including but not limited to labor, materials, taxes, transport, permitting and engineering) associated with the design and installation of permitted and operational PV system.
- 3.4.3** Company labor and material mark-up rates for potential change orders
- 3.4.4** Specification sheets of major system components including PV modules, inverter(s) and racking components
- 3.4.5** Detailed Single-Line Diagram (SLD) identifying:
 - a. Make and model of all photovoltaic system components
 - b. Make and model of all photovoltaic balance of system components

c. Proposed locations of all system components

3.4.6 Proposed construction plan with timeline.

3.4.7 Estimates of annual energy (kWh) production for the proposed PV system. Annual energy production estimates should detail energy production from commissioning through the next 25 years.

3.5 PV SYSTEM DESCRIPTION

Location: Jefferson PUD Headquarters Building

Size:

a. Target system size: no greater than 100 kW DC nameplate

Interconnection:

Net-Metered at building electrical panel

a. Point of interconnection at new production meter

b. External AC disconnect, utility net meter to be located at building electrical panel

END OF SECTION 3.0

4.0 JPUD PV SYSTEM COMPONENTS

4.1.1 Mounting system

- a) Flush roof-mounted racking system
- b) Tilt: Approximately 15°
- c) Orientation: One field segment west-facing at 279° azimuth and one field segment south-facing at 190° azimuth
- d) Contractor to specify proposed racking layout in bid response with a drawing

4.1.2 PV Modules

- a) Preference given for Washington-made solar panels
- b) Made in Washington panels are requested

4.1.3 Inverters

- a) Preference given for Washington-made inverters
- b) Near building electrical panel

4.1.4 Balance of Systems

- a) 1x PV system AC connecting to existing building electrical panel
- b) 1x PV system AC disconnect, lockable in on and off positions
- c) 1x PV system production meter base to provide aggregate energy production metering of entire PV system, located after AC combiner panel
- d) All other DC and AC wiring, raceways, enclosures, components, fittings and fasteners to ensure compliance with NEC, local authority having jurisdiction and utility interconnection requirements
- e) All necessary labeling required by authority having jurisdiction and JPUD

4.1.5 System Layout

- a) A reasonable setback should be provided at around and within the array
- b) Breaks in the panel layout as required by local fire code
- c) Any conduit, junction boxes, or combiner boxes shall be mounted using approved hardware

4.1.6 PV System Energy Monitoring

The Contractor will procure, install and set up on behalf of PUD the data acquisition hardware and at least 10 years of monitoring subscription with public display. Contractor will be required to install all necessary data communication components required by the monitoring service. Upon commissioning of the system, the Contractor will train PUD in the function and operation of the monitoring system.

END OF SECTION 4.0

5.0 SERVICES REQUESTED FROM CONTRACTOR (Upon contract award)

- 5.1.1 System Design- Contractor must submit the following design documents prior to system installation.

Detailed Site Diagram showing:

- a. Elevation and plan view of PV array location and/or 3-D rendering
- b. Elevation of electrical equipment (inverter & disconnects) layout
- a. Shade Analysis – Contractor will be responsible for providing documentation confirming maximization of solar access and minimization of shading from nearby utility gear.
- b. Electrical Single-line diagram - Must include all information about major system components specifications and ratings, conductor size and type, conduit size, ratings of combiner boxes and series OCPD's, and type and ratings of facility electrical panel interconnection point.
- c. Wire Sizing Calculations – Ampacities of conductors shall be determined using NEC tables. Voltage drops for PV source, output and inverter output circuits shall be determined by hand calculations and limited to manufacturer recommendations or tolerances.
- d. PV Array Racking — The Contractor will be responsible for generating the PV array racking design and attachment methodology. Contractor shall provide this information to JPUD in a timely manner for approval, prior to obtaining any required permitting.
- e. Field Verification — Contractor must field verify design feasibility and/or all record documents and prepare own as-builts prior to commencing work in order to ensure proper system installation and adherence to contract timeline.

5.1.2 Project Documentation

- a. Contractor will be responsible for maintaining accuracy of design documentation during project construction and will submit as-built documentation to JPUD upon project completion.
- b. Contractor will be responsible for generating a complete and detailed project construction schedule once all permits are secured. The project schedule should help the JPUD understand the timing and duration of work and in which areas of the rooftop site the work will occur.

5.1.3 Procure Materials

- a. Contractor shall be responsible for procuring all system materials, whether or not specified in the system description, unless otherwise indicated above that it will be supplied by PUD or others.

5.1.4 PV System Installation

- a. Contractor shall be responsible for installing a net-metered photovoltaic installation at the host site. The installation must be compliant with the current NEC and/or local authority having jurisdiction (AHJ). It is the installer's responsibility to ensure code compliance with the local authorities. The installation shall be executed according to the system design documentation. JPUD must approve any design changes made in the field.
- b. Contractor will provide adequate security, safety and protection of site during the installation. This can include temporary fencing, protective barriers, traffic control, storage,

- and suitable housekeeping.
- c. Contractor will be responsible for any and all excavation required for completion of the project. Coordination with any subcontractors may be required by the Contractor as it pertains to the install of the solar arrays and racking only. (Excavation/Site Prep will be done in a separate Small Works contract)

5.1.5 Interconnection

- a. Contractor shall coordinate with JPUD to confirm acceptable location for production meter and AC disconnect. It will be the responsibility of the Contractor to ensure that any and all other documentation necessary to meet permit and utility requirements is submitted to JPUD and the authority having jurisdiction.
- b. It shall be the Responsibility of the Contractor to ensure that the production meter has been installed, the net meter has been installed and the system has passed all required AHJ and utility inspections.

5.1.6 Electrical Permit

- a. It will be the responsibility of the Contractor to obtain any and all electrical permits required.

5.1.7 Building Permit

- a. It will be the responsibility of the Contractor to perform all structural engineering, submit all required applications with the authority having jurisdiction and utility, and obtain the building permit. The Contractor will be responsible for any additional racking engineering required.

5.1.8 System Documentation

- a. Contractor must deliver all documentation to JPUD as outlined in the *Project Documentation Checklist*.

5.1.9 System Commissioning

- a. Contractor shall submit a PV system commissioning protocol to confirm the system is operating as designed. Contractor will be responsible for completing the requisite commissioning documentation to be approved by JPUD prior to commissioning. The final PV system commissioning report shall be included in the project documentation.
- b. Minimum Documentation Includes:
 - a. As Built Drawings
 - b. Racking Torque Verifications
 - c. Racking Visual Inspection
 - d. Wiring Visual Inspection
- e. System Off Testing:
 - i. String Level Open Circuit Voltage and Polarity
 - ii. AC Voltage
- f. System On Testing
 - i. String Level Open Circuit Voltage and Polarity
 - ii. AC Voltage
- g. Data Monitoring
 - i. Registration Information
 - ii. Inverter serial numbers
 - iii. Confirmation of reporting and display

5.1.10 Final Walk Through

- a. Contractor shall schedule a tour of the completed operational PV system with Jefferson County PUD.

5.1.11 System Warranty

- a. Contractor shall provide a minimum of 5- year workmanship warranty.

END OF SECTION 5.0

6.0 EVALUATION PROCESS

6.1.1 Contractors are requested to submit a proposal containing the following:

A. Mandatory Requirements:

- A1 Attendance at the site meeting.
- A2 Signed signature and waiver sheet.
- A3 Insurance requirement. Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.19.

B. Firm Profile and Project Team:

- B1 Provide a summary of firm's corporate profile, outline the history and number of years firm has been in solar industry.
- B2 Provide an organizational chart with the key personnel from the firm and any subconsultants/subcontractors that will be on the project.
- B3 Provide a shore resume for design lead and project manager.

C. Project Understanding and Methodology:

C1 Address, in your own words, all objectives and requirements of the project, including but not limited to:

- Understanding of the scope of work and project goals.
- Understanding of the unique issues, challenges and risks of this project and your approach to mitigate them.
- Identify and other needs, considerations, or opportunities that the PUD may not have identified in the RFP and provide suggestions for addressing them.

C2 Submit a detailed schedule and work plan including, but not limited to

- Major Milestones
- Decision points
- Deliverables
- Proposed method of roof access and staging are required.
- Duration and timing of activities that could disrupt regular operation at the PUD.
- Note any support needed from the PUD.

D. System Details

D1 Provide a description of propose solar PV system and all parts required:

Include:

- Total installed PV array capacity for system (kW DC)
- The estimated annual production of system in year one (kWh AC)
- The estimated annual degradation of the solar panels (%)
- System layout on roof (including array orientation, module tilt, racking system, module capacity, number of modules, etc.). Provide drawing to illustrate layout for system.
- List of proposed electrical components and location within interior of building
- Life expectancy of parts and system
- Provide details on warranty provided for the modules and inverters, also provide details on warranties on other equipment or aspects of the system and any warranty provided by the Contractor that is over and above manufacturers' warranty.
- Description of online monitoring system and list of data provided, as well as an example of how the data may be displayed publicly. Include sample format for

- display both online and in common area to show ongoing power generation. Identify compatibility with SolarEdge monitoring platform.
- Details on monitoring and maintenance requirements to be completed by Owner or provided by Contractor for the lifetime of the system.

E. Past Projects and Performance

E1 Provide number of PV systems your company has installed for public entities.

E2 Provide a list of two most relevant projects completed in the last five years. Each of the reference projects must have been led and largely delivered by the proposed project team. Include a detailed description of each project including:

- Size and location of project.
- Scope of work completed by your firm.
- Team Members involved.
- Contact information for references.

F. Price Proposal

F1 Submit fixed fee proposal on the Proposed Fixed Price Form. Fixed fee shall include all fees and disbursements.

F2 Submit hourly rates for each team member on the Hourly Rates Form. Hourly rates will be applied if additional scope is agreed to on a time and materials basis.

6.1.2 Selection of the Successful Contractor pursuant to this RFP will be made on the basis of the Contractors written response and other factors relevant to the Jefferson County PUD. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
Firm Profile and Project Team	15%
Project Understanding and Methodology	10%
System Details	20%
Past Projects and Performance	25%
Price Proposal (evaluated on \$/kW)	30%

6.1.3 RFP Schedule

The following schedule has been established for this RFP:

- RFP issued to newspaper September 14, 2022
- Bidders mandatory site meeting September 28, 2022
- Last day to submit questions October 5, 2022
- Last day for PUD to issue addendum October 10, 2022
- RFP closing date October 19, 2022
- RFP evaluation period November 2, 2022
- Letter of intent to be issued to Successful Contractor November 4, 2022

END OF SECTION 6.

7.0 APPENDIX A – PROPOSED FIXED PRICE FORM

DATE: _____

I/we, _____

(Company Name)

of _____

(Business Address)

I/we have carefully examined all documents prepared for this contract; and hereby offer to furnish all labor, materials, and services for the proper execution and completion of the entire scope of work for Public Utility District No. 1 of Jefferson County (PUD) including all addenda thereto which are acknowledged hereinafter for the above project for the fixed price indicated as follows:

Public Utility District No. 1 of Jefferson County Operations Center Rooftop Solar Project:

	Total installed capacity (kW DC)	Estimated annual production (kWh AC)	Expected kWh per kW installed	Panel degradation (%)	Panel size and number of panels
Proposed System Details					
Total Fixed Price in CAD excluding 9.1% TAX	\$				

Separate Pricing – For electrical equipment upgrades to facilitate full future build out of solar installations on the CRC roofs.

Total Fixed Price in CAD excluding 9.1% TAX	\$
--	-----------

Phase Breakdown (applicable to all options)	Cost Breakdown (%)
* All phases subject to 10% holdback	
Design, Engineering	%
Material Procurement	%
Construction & Installation	%
Testing & Commissioning	%
Close-Out Documents	%
Total	100%

APPENDIX B SIGNATURE AND WAIVER SHEET

1. The Contractor hereby acknowledges that prior to submitting a Proposal for this project, the Contractor has obtained from The PUD and thoroughly reviewed in order to be familiar with and certain as to all of the terms and conditions set out in the Request for Proposal documents and all amendments thereto which are incorporated by reference into the above-cited Proposal as follows:
 - a) Affidavit Verifying Corporate Signing Authority (if a corporation); and
 - b) Affidavit of Execution Individual or Sole Proprietorship (if not a corporation).
 - c) The Contractor acknowledges the documents incorporated by reference as indicated in paragraph 1 above.
 - d) The Contractor further acknowledges that unless otherwise agreed by both parties and confirmed in writing it is subject to and bound by each provision included in each document incorporated by reference to the same extent that it would be if each such provision were set out and included with the hard copy of the Contract Documents.
 - e) The Contractor further acknowledges and confirms that either:
 - i. It has read and understood each provision included in each document incorporated by reference; or
 - ii. By signing this Signature and Waiver Sheet it waives any and all rights to claim or argue that it was not aware of any provision of any document incorporated by reference.
2. The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
3. The Contractor hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Proposal (“RFP”) which include those contained in the Instructions for Responding to this Request for Proposals, General Conditions of Response, all documents included by reference as set out in Paragraph 1, all drawings and specifications as may be listed in the Table of Contents and included in the Appendices (together the “Terms and Conditions”).
4. By signing this sheet, I confirm I have the full authority to represent the Contractor in all matters relating to the Proposal, and I confirm that the Contractor agrees to be bound by all the Terms and Conditions.

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Note: A seal is a preferred element of the signing of a submission. However, if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, as well as to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Affidavits of authority and execution will normally constitute reasonable confirming documentation.

7.0 APPENDIX C – HOURLY RATES

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

Provide proposed hourly rates **excluding 9.1% TAX:**

Position Title	Rate Per Hour (in CAD \$)

7.0 APPENDIX D- COMPLIANCE

Certification of Compliance with Wage Payment Statutes. By signing this proposal, the bidder hereby certifies that, within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Non-collusion Declaration. By signing this proposal, the bidder certifies that:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken an action in restraint of free competitive bidding in connection with the project or which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.
2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Bidder's Firm Name

Date

By: _____

Authorized Signature (required)

STATE CERTIFICATE OF REGISTRATION NO.

STATE UNIFIED BUSINESS IDENTIFIER NO.

7.0 APPENDIX E ADDENDUM

TO: PUD No. 1 of Jefferson County
310 Four Corners Road
Port Townsend WA, 98368

From: Bidder _____

Address _____

Telephone _____

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our response.

Addendum number _____ Date: _____

Addendum number _____ Date: _____

Addendum number _____ Date: _____

Addendum number _____ Date: _____

Addendum number _____ Date: _____

Signature

Date

7.0 APPENDIX F BIDDER CRITERIA

MANDATORY RESPONSIBLE BIDDER'S CRITERIA

Due at the time of Bid

State Certification of Registration Number _____

State Unified Business Identifier Number _____

Do you have Industrial Coverage Yes No N/A

Employment Security Department Number _____

State Excise Tax Registration Number _____

Is your firm currently disqualified from bidding _____

Have you or your firm been found in violation of a Washington State Apprenticeship and Training Counsel requirement for the preceding year?

Yes No

Has your firm violated RCW38.04.370 more than once as determined by L and I?

Yes No

Has your firm received a citation or assessment for a willful violation as defined in RCW 49.48.082 any provision of chapter 49.46,49.48 or 49.52 RCW in the preceding 3 years?

Yes No

END OF SECTION 7.0

BIDDER CHECKLIST

- Filled out all documents requested in 6.0 Evaluation Process.
- Submit proposed fixed price form.
- Submit hourly rates.
- Sign and date compliance document.
- Fill out any addendum if necessary.
- Fill out bidder criteria document.