

**Department of Water & Power
The City of Los Angeles**

Request For Proposal (RFP)

No. RFP 265-09

Photovoltaic Systems and Professional Services

The Los Angeles Department of Water and Power (LADWP) is requesting proposals from qualified and experienced firms interested in providing Photovoltaic Systems and Professional Services.

Proposals shall be submitted in accordance with the requirements set in this document. Only written proposals shall be considered. All materials submitted shall become a part of the proposal, and may be incorporated in a subsequent contract between the LADWP and the selected proposer. The use of the term "bid" in a proposal shall be considered synonymous with the term "proposal."

A Proposer's Conference will be held on June 30, 2009 at 9:00 a.m. at the LADWP's headquarters' Level "A" Auditorium, located at:

City of Los Angeles Department of Water and Power
111 N. Hope Street
Los Angeles, California 90012

The conference is a critical component of the City's "Good Faith Effort" (GFE) process and the participation of all potential proposers is strongly encouraged. Attendees will receive essential information regarding the GFE process and the Job Opportunities and Training Policy. Ten (10) points to be credited toward the successful completion of the GFE requirement outlined in Section 6.16 of this RFP.

Please submit your written proposal, one original, five (5) hard copies, and two (2) electronic soft copies, no later than 2:00 p.m. on August 4, 2009, in a sealed package, clearly marked with the RFP number and title of work to be done.

Address the proposal package to:

Jack R. Waizenegger
Engineering Services Division
Department of Water and Power
City of Los Angeles
111 North Hope Street, Room 819
Los Angeles, CA 90012

Proposal shall be identified as:

RFP No. 265-09
Photovoltaic Systems and Professional Services
Due date: August 4, 2009

Received proposals will be held, unopened, in a secure place until the response due date and time for all proposals have elapsed. Proposals shall be opened and their contents secured to prevent disclosure during the process of negotiating with competing proposers. The proposals shall be opened publicly, but only the names of the proposers shall be revealed. Adequate precautions shall be taken to treat each proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

All proposals shall be opened publicly on August 4, 2009, at 2:05 p.m. or soon thereafter as practical. The location of the proposal opening shall be in Room 871, 111 N. Hope Street, Los Angeles, California, 90012.

Proposals must be received by the LADWP at the exact address listed above. No allowance will be made for delays in the U.S. Mail, consumer mailing services, or the LADWP internal mail service. Proposals will be time stamped prior to the 2:00 pm closing time, unless otherwise instructed (by addendum). Submittals received after this time and date will be considered late and will not be opened or considered for evaluation and will be returned unopened in accordance with purchasing policies.

For questions regarding this RFP, submit all inquiries in writing to Thomas D. Honles, Contract Administrator, via rfp265-09@ladwp.com no later than July 21, 2009. LADWP's responses to the questions will be posted on the LADWP website at www.ladwp.com under the 'Bids & RFPs' section of 'Doing Business' tab no later than July 28, 2009. LADWP recommends all proposers to visit the above mentioned LADWP website on a regular basis as the responses may be posted earlier than the posting date.

**REQUEST FOR PROPOSAL
RFP NO. 265-09**

PHOTOVOLTAIC SYSTEMS AND PROFESSIONAL SERVICES

June 18, 2009

**Los Angeles Department of Water and Power
111 N. Hope Street, Room 1050
Los Angeles, CA 90012**

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1.0 Introduction

The Los Angeles Department of Water and Power (LADWP) is requesting proposals from qualified and experienced firms who can furnish solar power system components, provide technical training, and perform system integration design services.

The LADWP will select the Contractors that fall within the competitive range based on its evaluation of the various capabilities and expertise of each Contractor, and anticipates entering into multiple contracts. It is anticipated that the Contractors selected may not have the in-house staff or capabilities to perform all areas of work listed in this RFP and that subcontracting for individual specialties may be necessary.

There is no guarantee that a selected Contractor will obtain any work or any guaranteed dollar amount from the resulting contract. The Contractor will only receive work if the Contractor participates in the Task Assignment process for individual projects within the scope of this Request For Proposals (RFP) and the LADWP finds that the proposed solution is cost-effective.

1.1 Purpose of Project

This RFP is needed to procure materials and services to complete projects necessary to meet the State mandated Renewable Portfolio Standard (RPS). The approved RPS targets achievement of 20% of energy for the City from renewable energy sources by 2010, and 35% of energy from renewable energy sources by 2020.

LADWP seeks to rapidly increase the pace and quantity of solar power installations in order to achieve a total of 1.3 GW of solar power. The RPS includes installation of up to 400 MW of solar by LADWP's own construction forces by the end of 2014. This RFP addresses the first phase of the total 400 MW.

Year	2010	2011	2012	2013	2014	Total
MW Goals	50	75	75	100	100	400

1.2 Background of Project

LADWP has had a Solar Program in place since 2000, and has achieved over 13 MW of solar power installations within the City. However, the accelerated pace of solar power installations through 2012, and beyond, through 2020, is far greater than the pace of installations that has been achieved in the past 8 years.

LADWP seeks to rapidly increase the pace and quantity of solar power installations in order to achieve a total of 1.3 GW of solar power in the City. This solar power generating capacity will contribute to achieving the mandated RPS goals. In addition to solar power, the LADWP has been acquiring wind, geothermal, and other renewable energy sources and contracts to achieve the mandated RPS goals.

The solar plan includes installation of up to 400 MW of solar by LADWP's own construction forces, supporting 380 MW of customer installed solar through financial incentives, facilitating 150 MW of solar through feed-in-tariffs, contracting 500MW of solar in the Mojave Desert and other high solar resource areas, and enabling 100MW of solar of collectively owned solar through a customer sponsorship program.

LADWP will continue to utilize its staff to provide the infrastructure improvements and other design and construction services necessary to interconnect the solar power systems to the electrical distribution system.

1.3 Description of LADWP

The LADWP is administered by a five-member Board of Water and Power Commissioners appointed by the Mayor and confirmed by the Los Angeles City Council for five-year terms. The LADWP is a proprietary agency of the City and receives no tax support. The LADWP's operations are financed entirely by the sale of water and electricity, with revenue bonds as the main source of external financing.

Operations and work forces are centered in the greater Los Angeles area with additional facilities in Northern California, the Owens Valley, Arizona, Nevada, and Utah. The LADWP is organized by "systems" which reflect their primary line of business, (e.g., Power, Water, and Joint). The Power and Water Systems operate almost as independent companies with separate budgets and distinctive procedures. Each system is divided into operating divisions that vary in size from under 100 to over 2,000 employees. The LADWP had approximately 8,000 employees.

1.4 Scope of this RFP and Resulting Contracts

This RFP is for materials and services necessary to develop 200 megawatts of solar power capacity over three years beginning November 2009. Contracts will be awarded to multiple firms, each acting as a prime contractor. Each prime Contractor will be responsible for subcontracting as necessary or required.

Materials and professional services will be procured through this single RFP process. Qualified and experienced firms are invited to submit proposals. Proposals will be carefully evaluated, and the most qualified firms will all be awarded the same three-year contract, with no minimum work guaranteed. During the three-year term, specific sites (roof, parking lot, or open field) will be offered to all contracted firms for competitive proposals. The firm with the best proposal and lowest life cycle cost will be selected and granted a notice-to-proceed for that specific site. Each integrator will be required to furnish design, complete system (materials and components) kit, building permits, field installation support, start-up support, component warranties, and a system performance guarantee. Task proposals will be repeated for each specific site or group of sites until completion of the 200 megawatts or the expiration of the contract terms, whichever is earlier.

	Projected Date
RFP advertised	June 2009
Proposals submitted	August 2009
Contracts awarded	November 2009
Design & deliver 50 MW	November 2010
Design & deliver 75 MW	November 2011
Design & deliver 75 MW	November 2012

LADWP Construction will receive materials at job sites, install systems per contract design, and commission. LADWP Engineering will manage the overall project.

2.0 Definition of Terminology

2.1 Terminology

Array: One or more solar panels assembled and interconnected to form one or more electrical circuits for the purpose of generating electric power.

Building Integrated Photovoltaics (BIPV): Photovoltaic (PV) systems that are integrated at the time of manufacture, to be installed as part of the building envelope or other exterior element of the finished structure, or, PV installations of any technology where the PV material constitutes the ultimate weatherproof membrane of any new or existing building or structure or any portion or element thereof, including architectural projections as defined by the current version of the National Electrical Code (NEC).

Cell: The smallest photovoltaic element of a solar collector.

City: Refers herein to the City of Los Angeles.

Collector: Any device that collects solar energy and converts it to another form of energy.

Contract: The term "Contract" shall be synonymous with the term "Agreement".

Contract Documents: Agreement including RFP Documents, Appendices, Exhibits, Addenda, Reference Drawings, and Reference Documents and Material

Disconnect Device: A disconnect device installed on the alternating current side of the PV system. Disconnect devices provide a visually verifiable air gap to assure circuit disconnect, and are lockable in the open position.

KiloWatt (kW): A measure of electric power. One thousand Watts.

KiloWatt hour (kWh): A measure of energy. One kiloWatt supplied for one hour.

Inverter Efficiency: LADWP accepts and will use weighted inverter efficiencies established by the California Energy Commission.

LADWP: Refers herein to the City of Los Angeles Department of Water and Power.

Module: The assembled solar cell(s) into a manufactured functional unit which may be installed as part of a solar panel.

Nameplate Rating: The direct current (DC) capacity of a solar photovoltaic module in Watts as shown on back of the module under Standard Test Conditions (STC). The electrical power and energy rating of an electrical device as stamped onto the device nameplate by the manufacturer.

Panel: One or more solar modules assembled into a single physical unit, either at time of manufacture or installation.

Photovoltaic (PV): Components or systems that convert visible light to electricity.

Placed In Service: The start of operation of the photovoltaic system when it becomes operational and capable of producing electricity, having passed all inspections and having a net-meter installed.

PV USA Test Conditions (PTC Rating): Developed at the PV USA test site at the University of California, Davis. The PTC rating represents a more realistic condition of 1,000 Watts per square meter solar irradiance, 1.5 Air Mass, and 20 degrees C ambient temperature at 10 meters above ground level and wind speed of 1 meter per second. The PTC rating is generally 10% less than the STC rating. Multiplying the PTC Watts of a system by the inverter efficiency will give you the AC-CEC Watts as defined by the California Energy Commission ($W_{ptc} \times \text{Inverter efficiency} = W_{ACCEC}$).

PV Watts Version 2: A performance calculator for grid-connected solar photovoltaic (PV) power systems produced by the National Renewable Energy Laboratory. Researchers at the National Renewable Energy Laboratory developed PV WATTS to permit non-experts to quickly obtain performance estimates for grid-connected PV systems within the United States and its territories. In a grid-connected PV system, PV modules, wired together to form a PV array, pass DC electricity through an inverter to convert it into AC power. PV Watts Version 2 can be located on the Internet at the following address:
http://rredc.nrel.gov/solar/codes_algs/PVWATTS/version2/

Solar: Refers to having energy radiance from the sun as being its principal source of energy.

Solar Power System: All photovoltaic (PV) equipment furnished and installed to create a complete, working electrical generating system, including solar photovoltaic modules, associated electrical conduit and wiring, electrical sub panels and controls, electrical equipment and meters, structural mounting and supports, and all other components considered to be Balance of System (BOS) to the PV generating facility. The complete system will be from the PV modules to the performance meter.

Standard Test Conditions (STC): Solar modules produce Direct Current (DC) electricity. The DC output of solar modules is rated by manufacturers under Standard Test Conditions (STC). These conditions are easily recreated in a factory, and allow for consistent comparisons of products, but need to be modified to estimate output under common outdoor operating conditions. STC conditions are: solar cell temperature = 25° C; solar irradiance (intensity) = 1000 W/m² (often referred to as peak sunlight intensity, comparable to clear summer noon time intensity); and solar spectrum as filtered by passing through 1.5 thickness of atmosphere (ASTM Standard Spectrum).

Supervisory Control and Data Acquisition (SCADA): Refers to the set of data acquisition network protocols, standards, and electronic data systems utilized by LADWP, conforming to industry standard, to acquire data from electrical distribution system components, and monitor generation, switching, and substation facilities.

Warranty: A written warranty given by the seller, retailer or manufacturer of eligible equipment to the purchaser of such equipment, and which complies with the conditions and definitions of 15 U.S.C. Sections 2301 et seq., and which shall be transferable to any subsequent purchaser during the duration, and which must include and provide for the labor to remove and replace any defective components, except where the warrantor did not provide for the original installation of the equipment as part of the original purchase transaction.

3.0 Supporting References

These codes, standards, and references are incorporated into the requirements of this RFP by reference. All materials and equipment furnished under this contract shall conform to the codes, standards and references.

3.1 Electrical Codes, References, and Standards

3.1.1 National Electrical Code, 2008 Edition.

3.1.2 Underwriters Laboratories (UL) 1703, 1741

3.1.3 IEEE Standards 519, 929, 1547

3.1.4 American National Standard (ANSI) 62.41

3.1.5 Federal Communications Commission (FCC) Part 15 Class B

- 3.1.6 National Electrical Manufacturers Association (NEMA) 3R, 6
- 3.1.7 Los Angeles City Fire Department Requirement FPB Requirement No. 96
- 3.1.8 Seismic Zone 4
- 3.1.9 LADWP Electric Service Requirements 2009 Edition

3.2 Structural Codes, References, and Standards

- 3.2.1 City of Los Angeles Building Code, 2008 Edition.
- 3.2.2 California Building Code, 2007 Edition, California Building Standards Commission (California Code of Regulations Title 24, Part 2, Volumes 1 & 2).
- 3.2.3 International Building Code, 2006 Edition, International Code Council, Inc.
- 3.2.4 Material standards referenced within the preceding list of codes, references, and standards.

3.3 Other Standards and References

- 3.3.1 California Energy Commission, A Guide to Photovoltaic (PV) System Design and Installation.
- 3.3.2 Certified System Components – System components and the entire system must meet national standards. The California Energy Commission (CEC) maintains a list of components and systems that meet the required standards of the program. This list may be obtained by calling the or by visiting their website at www.gosolarcalifornia.ca.gov.
- 3.3.3 Custom or BIPV modules are acceptable provided that they meet the standards for quality and performance as defined herein and bear applicable Underwriters Laboratories (UL) rating(s) or tested acceptance and approval by the Los Angeles Department of Building and Safety (LADBS), and meet the current applicable Los Angeles Building Code (LABC), and local ordinances as determined by the LADBS.
- 3.3.4 PV Watts Version 2: United States Department of Energy (DOE), National Renewable Energy Laboratories (NREL).
Located on the Internet at the following address:
http://rredc.nrel.gov/solar/codes_algs/PVWATTS/version2/
- 3.3.5 Solar Radiation Data Manual for Flat-Plate and Concentrating Collectors: United States Department of Energy (DOE), National Renewable Energy Laboratories

(NREL), NREL/TP-463-5607, DE93018229, April 1994

4.0 Statement of Work (SOW)

4.1 Scope of Work

The scope of this RFP includes furnishing solar power system components, technical training, and system integration design services for LADWP facilities and other City properties. City properties are properties under City jurisdiction and City rights-of-way (ROW) including but not limited to ownership, leases, and easements. The project locations may be located in, but not limited to, areas throughout California, Nevada, Arizona, and Utah.

The scope also includes professional engineering services, as necessary, to obtain appropriate permits and approvals for the system design and installation at the selected site. Each Contractor shall furnish all necessary resources to perform any activities required for those services.

The Contractors must have the capability of stamping all drawings and calculations with the appropriate Professional Engineer license, registered in the state where the system is to be installed.

The Contractors shall be required to perform the full scope of the contract.

The LADWP will review the names of the positions for correspondence with those listed on the Respondent's Schedule of Fees, as described in Section 5.4 and submitted according to Section 6.9 of this RFP.

4.2 Description of Work

The services called for herein primarily include solar power system components, technical training, and system integration design services. They also include professional engineering services, as necessary, to obtain appropriate permits and approvals for the system design and installation at the selected site. Each Contractor shall furnish all necessary resources to perform any activities required for those services.

The LADWP is seeking qualified and experienced Contractors to provide services to the LADWP as set forth herein including, but not limited to:

- 4.2.1 Furnishing and delivering solar photovoltaic modules
- 4.2.2 Furnishing and delivering electrical DC-AC inverters
- 4.2.3 Furnishing and delivering electrical transformers as necessary to interconnect to LADWP electrical distribution system at distribution circuit level
- 4.2.4 Furnishing and delivering all electrical connectors, wiring, boxes, conduit, switches, and other accessories as necessary to complete the DC portion of the system

- 4.2.5 Furnishing and delivering system monitoring and any other communication or networking equipment as necessary to interface with the LADWP SCADA network
- 4.2.6 Furnishing and delivering supporting frames, mountings, pedestals, beams, columns, piers, footings, and any other structural components as necessary to install the proposed solar power system
- 4.2.7 Providing system design services necessary to conceptualize and engineer a complete and functioning solar power system, meeting all applicable codes and safety requirements, up to the electrical distribution service connection
- 4.2.8 Providing professional services to obtain necessary building and electrical permits
- 4.2.9 Certification by Underwriters Laboratories (UL) or other approved testing laboratory, and City of Los Angeles Department of Building and Safety testing and approval of electrical equipment delivered to the LADWP under the resulting agreement as necessary
- 4.2.10 Complete system documentation in compliance with LADWP Drafting Standards (see Appendix K, Document Standards)
- 4.2.11 Training for LADWP personnel in design, installation, operation and maintenance of the solar power system, per Appendix U, Training Furnished by Contractor.
- 4.2.12 Warranty on all components, a minimum of 25 years on solar photovoltaic collectors, a minimum of 10 years on electrical inverters, and 1 year minimum on all other parts and components.
- 4.2.13 One year performance warranty on the complete system.

4.3 Deliverables

The following is a sample of Deliverables which may be requested of a selected Contractor through a Task Order issued as detailed in Section 7.0, Task Management System:

4.3.1 Solar Power System Electrical Components

The Contractor shall furnish and deliver to the selected project site all electrical components necessary to assemble a complete working solar photovoltaic power system. The complete system shall be as specified by LADWP for a selected project site, and may include, but not be limited to: solar photovoltaic modules, electrical DC-AC inverters, electrical transformers necessary to interconnect to LADWP electrical distribution system at distribution circuit level, all electrical connectors, wiring, boxes, conduit, switches, and other accessories necessary to complete the DC portion of the system.

4.3.2 Solar Power System Support Components

The Contractor shall furnish and deliver to the selected project site all structural components necessary to support a complete working solar photovoltaic power system. Support components shall be as specified by LADWP for a selected project site, and may include: supporting frames, mountings, pedestals, beams, columns, piers, footings, and

any other structural components necessary for the installation of the proposed solar power system.

4.3.3 Solar Power System Control Components

The Contractor shall furnish and deliver to the selected project site all system control components necessary to collect system performance data and to control solar power system operation as specified by LADWP for a selected project site, and may include: system monitoring, system metering, Ethernet networking capability, and any other communication or networking equipment necessary to interface with the LADWP SCADA network.

4.3.4 Solar Power System Integration

The Contractor shall furnish design services as necessary to design and engineer a complete and functioning solar power system, meeting all applicable codes and safety requirements, up to the electrical distribution service connection.

The Contractor may be required to perform field engineering during the installation of the system and to provide technical assistance to LADWP personnel during system test and startup. The initial request to the Contractor for field engineering and technical assistance shall be issued in writing by the LADWP with an estimate of hours authorized by the Contract Administrator in accordance with the Contractor's submitted Fee Schedule.

4.3.5 Certifications, Permits, And Approvals

The Contractor shall obtain all necessary certifications, permits, and approvals for the solar power system as it will be installed at a selected project site. Permits may include City of Los Angeles building and electrical permits. Certifications and approvals may include certification of all electrical equipment by UL or other approved testing laboratory as acceptable to LADWP and City of Los Angeles Department of Building and Safety testing as necessary.

All drawings and calculations shall be stamped and signed by an appropriate Professional Engineer, registered in the state where the system is to be installed.

4.3.6 Solar Power System Documentation

The Contractor shall furnish complete system documentation in a form specified and acceptable to LADWP. Drawings shall conform to LADWP Document Standards, see Appendix K.

4.3.7 Preliminary Design Package

The Preliminary Design Package shall include, but not be limited to:

- a. Site Plan indicating solar power system physical layout
- b. Electrical schematics and one-line diagrams
- c. Master Project Schedule
- d. Material and Equipment Specifications

4.3.8 Construction Work Package

The Construction Work Package shall include, but not be limited to:

- a. Site Plan with overall solar power system physical layout
- b. Grading and Sitework Plan(s) as necessary
- c. Foundation Plan as necessary
- d. Structural Plan(s) as necessary
- e. Floor Plan(s) with conduit locations
- f. Electrical Room Plan(s) with equipment installation elevation(s)
- g. Detailed Electrical schematic One-Line Diagram(s)
- h. Details Cross-Referenced to Plans
- i. Master Project Schedule with Detailed Installation Activities
- j. Material and Equipment Final Specifications
- k. Cost Estimate with Material Takeoffs and Cost Breakout
- l. Electrical Permit, Building Permit, or "Permit-Ready" status at the City of Los Angeles Department of Building and Safety.

4.3.9 System In-Service Package

The System In-Service Package shall include, but not be limited to:

- a. All updated Construction Work Package documents
- b. Any Field Changes, Field Engineering Notes
- c. System Test and Startup Notes

4.3.10 Post Installation Documentation

The Post Installation Documentation shall include, but not be limited to:

- a. All Construction Work Package documents, with finalized updates, conforming to LADWP document standards (see Appendix K).
- b. All Field Changes or Field Engineering Notes resulting from installation or from warranty service during one year of operation.
- c. All System Test and Startup Notes
- d. All Equipment Service Manuals and System Service Documentation

4.3.11 Training

Each Contractor shall furnish training for LADWP personnel in design, installation, operation and maintenance of the solar power system.

The Contractor shall provide training services as described in Appendix U of the RFP.

4.3.12 Materials Warranty

Each Contractor shall furnish a warranty on the solar power system components; a minimum of 25 years manufacturer's warranty on solar photovoltaic collectors, a minimum of 10 years manufacturer's warranty on electrical inverters, and 5 year minimum warranty on all other operable electrical components. The Contractor may meet the warranty requirements by including in the contract price a combination of standard manufacturer's warranty and a supplemental extended warranty.

4.3.13 Extended Warranty

Each Contractor shall furnish an extended warranty on the solar power system components where the manufacturer's standard warranty does not meet the warranty requirements in this Specification. A total minimum warranted life of 25 years on solar photovoltaic collectors, a minimum of 10 years on electrical inverters.

4.3.14 Performance Warranty

Each Contractor shall furnish a performance warranty for a period of one (1) year on the completed solar power system. The performance warranty shall guarantee a minimum annual energy delivery from the solar power system to the LADWP. Guaranteed Minimum Energy (GME) shall be calculated using the DOE NREL PV Watts Version 2 software available on the LADWP website. GME shall be calculated according to the following formulas, and expressed in kilowatt-hours.

First year of operation:

E = PV Watts Version 2 output for annual energy based upon nameplate ratings

$\phi = 0.90$ = coefficient phi, allowing for year-to-year variance in solar insolation

$\beta = 0.95$ = coefficient beta, allowing for distribution grid availability and surface soiling

$$GME = E \times \phi \times \beta = 0.855 E$$

Systems underperforming and not meeting the GME in the first year of operation may be evaluated over a period of time greater than one year, and shall meet the GME for subsequent years.

Second and subsequent years of operation, through the 25th year of operation:

$\lambda = 0.005$ = coefficient lambda, allowing for 0.5% annual degradation in PV output

n = number of years of system operation since the System In-Service data

$$GME = E \times (\phi \times \beta) \times [1 - (\lambda \times n)]$$

The solar insolation variance coefficient ϕ may be adjusted to account for actual meteorological and solar conditions affecting the performance of the system. Adjustment shall be based upon submittal of adequate meteorological and insolation data captured at the project site. The LADWP reserves the right to reject data that it deems inadequate, or to request further verification of the data by certification from a recognized authority.

Any installed solar power system not meeting the GME after the System In-Service date shall be declared to be an Underperforming Non-Compliant (UNC) solar power system and out of compliance with the Specifications. The difference between the GME and the measured energy output of the UNC system shall be calculated, and shall be declared as the Solar Energy Deficit (SED) from the UNC system.

The LADWP reserves the right to recover the value of the SED through claim against the performance warranty, exclude the Contractor from bidding on future projects, or other legal remedies available to the LADWP.

The SED shall be valued at the prevailing cost of solar electric energy on the wholesale electricity market, or a minimum of 12 (twelve) cents per kilowatt-hour.

4.4 Transmittal and Delivery

The Contractor shall transmit documents as described in Sections 4.3.5 through 4.3.10 to the Contract Administrator as designated by Task Order.

The Contractor shall deliver materials to the specified project site as designated by Task Order, and shall coordinate deliveries with the Contract Administrator or designated project site contact.

4.5 Schedules

Refer to the Technical Approach Section 5.3, Design and Construction Schedules, and Section 6.10.2 Project Design and Construction Schedules, under 6.10, Samples of Technical Capabilities, for the schedule submittal requirements for this RFP. Provide an overall master project schedule with activity durations and schedule constraints; include a preliminary design phase, a detailed design phase, permits and approvals, and construction and installation of the designed system. Provide milestones, deadlines, subprojects, and any other elements in the schedule as applicable. Assume a Notice to Proceed (NTP) issued as of December 1, 2009.

Selected Contractors shall submit project design and construction schedules as designated by Task Order.

4.6 LADWP Roles and Responsibilities

The LADWP will select the specific site for the solar photovoltaic electrical generation

system. The LADWP will provide access to and within the site.

4.6.1 Project Management

The LADWP will manage the overall solar power system installation program and the individual projects within the scope of work. The LADWP will provide the project requirements, deadlines, and objectives by Task Order.

4.6.2 Construction Management

The LADWP will manage the construction activities at the site(s) of the projects within the Scope Of Work. The LADWP will perform the installation of all solar power system materials and equipment at the project site, except as specifically agreed to on a project by project basis through Task Order.

4.6.3 LADWP-Furnished Property

The LADWP will not furnish any materials, equipment, or property to the Contractor except as expressly specified by Task Order. LADWP drawings, specifications, and other media furnished for the Contractor's use shall not be furnished to others without written authorization from the LADWP.

4.6.4 Safety

The LADWP will communicate safety procedures and policies applicable to the project construction site to the Contractor. The LADWP may require the Contractor to attend safety meetings, demonstrate safe work practices, or engage in other safety-related activities or measures for the purpose of maintaining a safe work environment and complying with applicable safety rules and regulations.

4.7 Contractor Roles and Responsibilities

The Contractor shall furnish the materials, equipment, and services described in the Scope of Work and assigned by Task Order.

Upon written request from the Contract Administrator, the Contractor shall supply the LADWP with all subcontractor Agreements in accordance with Section 404.4, "Copies of Consultant Subconsultant Contracts", of Appendix A, Professional Services Agreement.

4.7.1 Field Engineering

The Contractor shall provide field engineering services as necessary during the installation, inspection, and commissioning of the solar power system.

4.7.2 Quality Assurance

The Contractor shall provide quality assurance services as necessary during the installation of the solar power system and to ensure that the final and completed system will perform in accordance with the Specifications. The LADWP will have final acceptance of the completed system.

4.7.3 Job Safety

The Contractor shall respect all LADWP safety rules while conducting business on behalf of the LADWP, or while on LADWP or City property. The Contractor is solely responsible for safety awareness, training, and safe conduct of its own personnel.

The Consultant shall arrange facility visits with the LADWP who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of LADWP personnel when visiting any facility.

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of the LADWP or any other City department.

4.7.4 Contractor-Furnished Property

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of the LADWP and that the LADWP shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. Ownership of deliverables shall be governed by Article VI, Ownership of the Professional Services Agreement, Appendix A.

Upon completion of all work under each issued Task Order, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the Agreement shall automatically be vested to the LADWP and no further Agreement will be necessary for the transfer of ownership to the LADWP.

4.8 Progress Reporting

The Contractor shall submit progress reports for all work issued by Task Order during the course of the work. Monthly reports indicating the progress of the assigned Scope Of Work and Deliverables as described under Section 4.3 and as specified in the Task Order shall be furnished to the LADWP in writing on or before the fifth (5th) day of the month. In months in which no reportable activities occur, the Contractor shall state so in the monthly report.

4.9 Payment Schedule

Payment for work performed under a Task Order is to be calculated based upon progress reports by the Contractor which are accepted and approved for payment by the LADWP. The amount of the total Task Order to be paid during progress of the work is based upon the following payment schedule:

At the completion of:	
Preliminary Design Package...	1%
Construction Work Package...	1%
Material Delivery...	85%
System In-Service...	7%
Post Installation Documentation...	1%
One-Year System Operation...	5%
Total:	100%

Ten percent (10%) of each progress payment will be retained and accumulated by the LADWP as retainage. The Contract Administrator will provide a periodic accounting of the retainage to the Contractor and verify progress of the work.

Upon acceptance of System In-Service by the LADWP and delivery of complete Post Installation Documentation, the retained funds shall be released to the Contractor, except for a retainage of five percent (5%) of the total amount of the Task Order.

The remaining five percent (5%) of the total amount of the Task Order shall be retained by the LADWP for a period of up to one year after the System In-Service date. The remaining retained funds will be released by LADWP to the Contractor upon verification of acceptable system performance meeting the requirements of this RFP and the specific Task Order.

At the LADWP's discretion, an accelerated release of retained funds being held for acceptable One Year System Operation performance may be released to the Contractor. Systems meeting the GME requirement in Section 4.3.14, Performance Warranty, and achieving 100% or greater prorated energy delivery based upon nameplate rating for over a period of 3 months shall qualify for accelerated release of retained funds. The Contractor shall request accelerated release of funds in writing. The request shall not be accepted prior to the completion of the 3 month performance period.

4.10 Local Supplier Preference Legislation

The Agreements awarded and entered into pursuant to this Request for Proposal shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles, including any and all applicable ordinances which may be enacted subsequent to the commencement of the Agreements setting forth local bid preferences pursuant to Los Angeles City Charter section 371.

4.11 Background Check Certification

Background check certification, as specified in this section, shall be submitted by the Contractor to LADWP prior to assignment of any Task Order.

The Contractor shall (1) perform the required background checks of all designated principals, employees and/or subcontractors of the Contractor; and (2) not assign principals, employees and/or subcontractors of the Contractor convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto including, without limitation, the attachment entitled "Background Check Certification," in Appendix M, shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, without liability on the part of LADWP.

Contractor agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Contractor was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.

Contractor is advised that submission of a false claim for payment to LADWP may subject Contractor to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 et seq.). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Contractor certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Contractor and LADWP) has been found."

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the contractor's failure to comply with this section.

5.0 Evaluation Criteria

Proposals should be submitted on the most favorable terms the respondent can provide. The proposal shall be evaluated based on the criteria herein.

A selection committee, comprised of LADWP representatives, will evaluate all submitted proposals. Proposers that are within the competitive range of scores based on the written proposal may be invited to an oral interview. Those Proposers falling within the competitive range will be contacted approximately two weeks prior to schedule an interview date with the details of the interview.

5.1 Qualifications of the Firm

The LADWP will review and evaluate the qualifications and experience of respondents to the RFP. LADWP will consider the following elements, which include, but are not limited to the elements described in Section 5.1.1. through 5.1.5.

5.1.1 General Experience

The LADWP will review and evaluate the respondent's experiences in providing services under contract. LADWP will review and evaluate the ability of the firm to coordinate scope of work and to resolve project schedule constraints.

5.1.2 Experience Directly Related to the Scope of Work

The LADWP will review and evaluate the respondent's experience in providing design services for solar photovoltaic projects.

5.1.3 Experience Related to Electric Utility Powerplants

The LADWP will evaluate the bidder's previous experience in providing design services for electric utility projects including the bidder's total number of projects and years of experience.

5.1.4 Financial Stability of the Firm

The LADWP will review and evaluate the financial stability of the firm to ensure adequate financial resources to enable the Contractor to perform the services or requirements under the proposed contract.

5.1.5 Logistics

The LADWP will review and evaluate the firm's ability to support the logistics of supplying the scope of work and the goals of this RFP including minimizing or mitigating impact on the environment. The LADWP will review and evaluate the firm's material supply lines for distance of material from the City property locations described in Section 4.1, Scope of Work, and as submitted in response to Section 6.10.5, Resource Utilization. The LADWP will review and evaluate estimated total carbon dioxide (CO₂) emissions for the technical solutions submitted in response to Section 6.10, Samples of Technical Capabilities.

5.2 Qualifications of Personnel

The LADWP will evaluate expertise and experience of personnel in the type of work included in the RFP Scope of Work, including a review of past projects and assignments of key personnel.

5.2.1 Schedule of Principals and Directors

The LADWP will review and evaluate the list and description of the firm's principals and directors, and any pertinent fiduciary relationships with partners, suppliers, and other business entities.

5.2.2 Management Organization and Roles

The LADWP will review and evaluate the list and description of the management of the firm, including organizational lines of responsibility, and assigned roles for the purpose of performing the Scope of Work.

5.2.3 Professional and Technical Staff

The LADWP will review and evaluate the professional and technical staffing of the firm, those positions assigned to performance of the Scope of Work, and professional licenses and classifications. Respondents to this RFP must demonstrate that they have the capability of stamping all drawings and calculations with the appropriate Professional Engineer license, registered in the state where the system is to be installed.

5.2.4 Subcontractors

The LADWP will review and evaluate the list and description of the subcontractors to be engaged in performance of the Scope of Work, including applicable license classifications, name of licensee, license number, and the estimated percentage of the Scope of Work that each subcontractor is expected to supply.

5.2.5 Suppliers

The LADWP will review and evaluate the list and description of suppliers of materials or equipment that will be engaged in support of the Contractor's performance of the Scope of Work, including the type of material or equipment to be supplied.

5.3 Technical Approach

The LADWP will review and evaluate technical solutions to the project scenarios contained in Appendix T-1 through T-5. Each solution will be evaluated on the effectiveness, quality, and completeness of the elements listed in Appendix T, including but not limited to:

- a. Project Description , Conditions, Notes, and Assumptions
- b. Project Design and Construction Schedules
- c. Project Technical Specifications
- d. Project Drawings
- e. Resource Utilization

5.4 Cost

The LADWP will review and evaluate estimated costs as part of the initial screening and selection of firms and for informational purposes in developing actual projects to be awarded. In the initial screening, the LADWP will review and evaluate the estimated costs for thoroughness, relevance, and backup documentation for any cost and productivity assumptions made in the cost estimate. Costs will not be evaluated competitively on price in the initial screening.

5.5 Job Opportunities and Training Program

Evaluation will be based on the proposer's training program proposed pursuant to Section 6.20 of this RFP.

6.0 Requirements for Proposal

6.1 Writing Requirements for Proposal

Submitted proposals shall conform to the following requirements:

- a. One original and five (5) copies of the proposal shall be enclosed in a single, sealed package plainly marked with the words "**Proposal for Photovoltaic Systems and Professional Services.**"
- b. Proposals shall be prepared simply and economically, without the inclusion of unnecessary promotional materials.
- c. Proposals submitted shall be written in the English language.
- d. Proposals shall be submitted on recycled paper that has a minimum of 30-percent post-consumer recycled content.
- e. The proposals shall be duplex copied (double-sided pages).
- f. Neon or fluorescent paper shall not be used.
- g. Company/Corporate letterhead or stationery that accompanies the proposal is exempt from these requirements

Submittal of a proposal pursuant to this Request for Proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth unless otherwise expressly stated in the proposal.

Responses to this Request for Proposal shall be made in accordance with the format set forth in this section and must follow the same titling and numbering schemes. All pages of the proposal must be consecutively numbered.

6.2 Coverage of RFP Items

The proposal must cover the statement of work and all the RFP requirements. Any limitation in the bidder's ability to supply information requested in the RFP or to support or to perform a particular function should be stated in detail in the appropriate section of your response. Any omissions or deviations from the requirements set forth in this RFP shall be fully described. Failure to adhere to the following format may be a cause for the rejection of the proposal as non-responsive.

Any additional documents that the bidder's organization requires to be signed, or agreed to, by the LADWP shall be referenced in the letter of transmittal and attached as appendices to the proposal.

6.3 Letter of Transmittal

Each proposal that is submitted in response to this RFP must contain the letter of transmittal including the following information:

- a. A brief statement of the Contractor's understanding of the work to be done and commitment to perform the work as scheduled.
- b. A list of the sections/parts of the RFP being bid.
- c. A summary of exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions.
- d. A reference to any contractual terms and conditions required by the Contractor.
- e. The names of individuals authorized to represent the Contractor, the titles, addresses, telephone numbers, and e-mail addresses.
- f. An officer authorized to bind must sign each proposal on behalf of the Proposer and must include the following declarations on the transmittal letter:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

6.4 Table of Contents

Include a clear identification of the proposal by section and by page number.

6.5 Qualifications of the Firm

Describe the qualifications of the firm responding to this RFP. If a joint venture or partnership, include and describe the qualifications of each member individually, as well as the qualifications of the joint venture or partnership collectively.

Respondents should provide complete and concise information for all the qualification elements described in statements under this section and subsections herein.

6.5.1 General Experience

Furnish documentation attesting to the ability of the firm to coordinate and work with the Project schedule constraints in terms of workload and other commitments. Furnish documentation attesting to the ability of the firm in providing services under contract.

6.5.2 Experience Directly Related to the Scope of Work

Furnish documentation attesting to previous experience in providing design services for solar photovoltaic projects. Describe the total number of projects and years of experience. The Respondent should indicate whether the experience is in (1) development, (2) construction, (3) ownership and/or (4) operation and maintenance of the solar power project(s).

6.5.3 Experience Related to Electric Utility Powerplants

Furnish documentation attesting to previous experience in providing design services for electric utility projects. Describe the total number of projects and years of experience. The respondent shall include description of pertinent experience for all types of power projects, projects of similar technology, and projects located in the same state, county, or city as LADWP. The Respondent shall indicate whether the experience is in (1) development, (2) construction, (3) ownership and/or (4) operation and maintenance of the projects.

6.5.4 Logistics

The LADWP will review and evaluate the firm's material supply lines, including but not limited to place of manufacture, distribution channels, warehousing capability, support for "just-in-time" delivery to project sites, ability to accommodate field changes resulting in demands for expedited delivery, impact on local streets and highways, and environmental sensitivity.

6.6 Financial Status of the Firm

Submit documentation demonstrating the financial stability of the firm to ensure adequate financial resources and to ensure that the Contractor is able to perform the services or requirements under the proposed contract.

Provide with your submitted proposal:

- a. Audited financial statements for the two prior fiscal years
- b. Unaudited financial statement for the current fiscal year
- c. Letters of Credit from Financial Institutions

6.7 Assigned Personnel

Identify and list the positions and duties of personnel assigned to the performance of the Scope of Work. List and describe the roles of partners, subcontractors, and suppliers as applicable, and as described in statements in this section and subsections herein.

6.7.1 Schedule of Principals and Directors

List and describe the firm's principals and directors, and any pertinent fiduciary relationships with partners, suppliers, and other business entities.

6.7.2 Management Organization and Roles

List and describe the management of the firm, including organizational lines of responsibility, and assigned roles for the purpose of performing the Scope of Work. Provide an organization chart with management positions, titles, business unit names, and other pertinent information.

6.7.3 Professional and Technical Staff

List and describe the professional and technical staffing of the firm, detailing in resume format those positions assigned to performance of the Scope of Work. The name of the positions shall correspond with those listed on the Respondent's Schedule of Fees, as described in Section 6.9 of this RFP.

Resumes shall include, at minimum, the full legal name of the individual staff member, legal mailing address, a chronological list of relevant experience, years employed or retained by the firm, and educational institutions attended with degree earned. Resumes shall also include as applicable a detailed listing, including, professional license number, classification, and expiration date, technical certifications and training, and academic degrees, awards, honors, and papers published.

Respondents to this RFP must demonstrate that they have the capability of stamping all drawings and calculations with the appropriate Professional Engineer license, registered in the state where the system is to be installed.

6.8 Subcontractors and Suppliers

List and describe the subcontractors to be engaged in performance of the Scope of Work, including applicable license classifications, name of licensee, and license number. List the estimated percentage of the Scope of Work that each subcontractor will supply. Provide detailed resumes in accordance with Section 6.7.3 Professional and Technical Staff for all subcontractors or consultants engaged in the design or quality assurance portions of the Scope Of Work.

List and describe all suppliers of materials or equipment that will be engaged in support of the Contractor's performance of the Scope of Work, including the type of material or equipment to be supplied.

For each supplier, provide the legal business address, and any addresses within the City at which the supplier conducts business.

The Contractor shall provide the same assurances of competence for the Subcontractor and their assigned personnel, plus the demonstrated ability to manage and supervise the subcontracted work.

6.8.1 Subcontracts/Joint Participation Agreements

With prior approval of the LADWP, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement. The Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this Agreement shall constitute any contractual relationship between any others and the LADWP or any obligation on the part of the LADWP to pay, or to be responsible for the payment of, any sums to any subcontractors.

If for sufficient reason at any time during the progress of the Work, the LADWP determines that any subcontractor is failing to perform its portion of the Work in accordance with the Agreement, the LADWP, under the terms of Article VIII, Termination of Agreement, of Appendix A, Professional Services Agreement, may notify the Contractor that the Contractor is to take immediate steps to cancel that subcontract and to submit a new subcontractor for approval. The subcontractor or supplier shall not sublet any part of the work assigned.

6.8.2 Copies of Subcontractor Agreements

Upon written request from the Contract Administrator, the Contractor shall supply the LADWP with all subcontractor agreements in accordance with Section 404.4, Copies of Consultant Subconsultant Contracts, of Appendix A, Professional Services Agreement.

6.8.3 Provisions Binding on Subcontractors

The provisions of this Agreement shall apply to all subcontractors in the same manner as to the Contractor. In particular, the LADWP will not pay, even indirectly, the fees and expenses of a subcontractor, which do not conform to the limitations and documentation requirements of this Agreement.

6.8.4 Change of Address or Representatives

Either party, by written notice, may designate different addresses or alternative/additional person(s) as representatives.

6.8.5 Contractor's Authority

The LADWP shall have the unabridged right to employ a Contractor in any manner it sees fit in carrying out the Agreement including having a Contractor participate in any or all meetings with the Contractor or its subcontractors, review and comment upon any or all documents from the Contractor or its subcontractors, and witness and assist in the conduct of any or all inspections or tests of the Work wherever conducted and perform any other activities assigned by the LADWP.

6.8.6 Permits

The Contractor and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore.

6.9 Compensation: Fees and Labor Costs

6.9.1 Schedule of Fees and Costs

Respondents to this RFP are required to submit a Schedule of Fees for Professional Services, submitted in the format provided in Appendix L, Fee Schedule.

Submit a full schedule of fees and hourly rates for the professional services, staff positions, or subcontractors supporting the Scope of Work in this RFP. The Fee Schedule shall reflect an itemized hourly cost breakdown for each classification, staff position, or subcontractor utilized by the Contractor in execution of the work or delivery of material. The schedule shall include the employee name, job classification as specified in the RFP, and hourly labor rates.

No additional mark-up on Contractor or subcontractor work will be allowed.

Travel time will be paid for the time required to drive to and from a reporting location to the work site. Payment for such travel time will be made according to the applicable hourly rates quoted in the Fee Schedule for each class of labor involved in travel. There

will be no reimbursement provisions for air travel, transportation, mileage, meals, and lodging.

Respondents to this RFP are required to submit a detailed cost estimate for any one or all of the project scenarios. However, costs will not be evaluated competitively on price in the initial screening.

Task assignments for specific individual projects within the scope of the RFP will be assigned through Task Orders, see Section 7.0, "Task Management System". Proposals will be evaluated on basis of greatest economic benefit or least life cycle cost to the LADWP.

Prior to contract award, the successful bidder shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.

6.10 Samples of Technical Capabilities

Submit technical solutions to the hypothetical project scenarios contained in Appendices T-1 through T-5. Respondents may submit responses to any or all project scenarios.

Provide the following elements, according to the descriptions in statements in this section and in subsections herein:

6.10.1 Project Description, Conditions, Notes, and Assumptions

Describe the technical approach and list all the assumptions made in the conceptual design process, conditions which affect the feasibility of the proposed design solution, and any explanatory notes that may aid in evaluation.

Describe any innovative technical features incorporating new renewable energy technologies. If innovative technical features are included, describe any previous experience with implementation of the technology and the level of risk involved in this application.

6.10.2 Project Design and Construction Schedules

Provide an overall master project schedule with activity durations and schedule constraints; include a preliminary design phase, a detailed design phase, permits and approvals, and construction and installation of the designed system. Provide milestones, deadlines, subprojects, and any other elements in the schedule as applicable. Assume a Notice to Proceed (NTP) issued as of December 1, 2009.

6.10.3 Project Technical Specifications

Provide a complete set of technical specifications for the solar power system electrical and structural components for each project scenario response. A production profile shall be provided showing the estimated pattern (if any) in average energy production by month and time of day. The data and evaluations provided must support the proposed level of generation proposed and the projected capacity factor. All information provided in this section should be consistent with the information provided in the Technical Proposal Form.

6.10.4 Project Drawings

Provide preliminary engineering level construction drawings for each project scenario response. Preliminary engineering level drawings shall include, at minimum:

- a. Project site development plan with orientation, general topography, electrical service connection, public infrastructure to the project site, and building outlines.
- b. Solar array plan with electrical one-line diagram showing solar array circuits, circuit protection and other electrical devices, electrical panels and boxes, metering, and electrical service connection.
- c. Structural drawings with typical structural framing and anchorage of the solar array support structure, including preliminary sizes of any beams, columns, and footings used in the proposed design..
- d. Schematic drawing of any data acquisition or control systems proposed in the response.

6.10.5 Resource Utilization

Calculate and list resource utilization as follows:

- a. Annual solar energy production profile in kilowatt-hours A/C
- b. Month-by-month breakout of the energy production
- c. Peak A/C power output in kilowatts for each given month
- d. Land area or roof area dedicated to the solar power system, including any additional area dedicated to the balance of system.
- e. Ratio of annual energy per total area utilized, kilowatt-hours per square foot.
- f. Ratio of peak power output per total area utilized, watts per square foot.

In addition, for each project scenario, provide the following:

- a. Distance from solar module manufacturing point to local warehouse or staging facility
- b. Distance from inverter manufacturing point to local warehouse or staging facility
- c. Distance from warehouse or staging facility to project site for solar modules, and for inverter(s)
- d. Principal mode of transportation used from manufacturing point to local warehouse or staging facility for solar modules

- e. Principal mode of transportation used from manufacturing point to local warehouse or staging facility for inverters
- f. Estimated carbon dioxide (CO₂) emissions per mile for each principal mode of transportation

6.10.6 Cost Estimates

Respondents to this RFP are required to submit a detailed cost estimate for any one or all of the project scenarios, described in Appendix T, as part of the initial screening and selection of firms.

The detailed cost estimate shall identify at minimum, the following cost elements:

6.10.6.1 Solar modules

Provide the estimated cost for the solar energy collection modules that form the solar power array. For BIPV systems, provide the estimated cost of the entire BIPV assembly.

6.10.6.2 Solar power DC to AC Inverters

Provide the estimated cost for all DC to AC conversion equipment.

6.10.6.3 Balance of system

Provide the estimated cost of the balance of solar power system components necessary to complete the entire solar energy collection and conversion to A/C current. The balance of system includes but is not limited to: electrical conduit, wiring, panels, boxes, cable, structural mounts and supports, tracking devices, and data acquisition and monitoring.

6.10.6.4 Summary of Initial Cost

Provide a summarized estimate of the initial system cost, interconnected to the LADWP distribution grid and in-service for energy production.

6.10.6.5 Operation and Maintenance Cost

Provide a schedule of expected annual operation and maintenance costs for the solar power system. Assume current Los Angeles living wage rates for labor costs.

6.10.6.6 Life Cycle Cost Of Energy Production

Provide the life cycle cost of solar energy produced from the system in terms of cents per kiloWatt-hour. System life shall be assumed to be 25 years. PV Module life shall be assumed to be 25 years.

6.11 References

The proposer shall provide a list consisting of at least three (3) clients employing the services of the proposer within the last three (3) years. For each client listed, the proposer shall provide the:

- a. Name of the client
- b. Approximate contract value of the work performed for the client organization
- c. Name, title, address, phone number, and email of the project manager and key staff in each project
- d. Locations where the services were provided
- e. List of services provided
- f. Brief description of the function or purpose of the services provided
- g. Project start dates and completion dates

6.12 Previous Services Provided to City of Los Angeles

Has the proposer, within the last three years, rendered any service to the City of Los Angeles or LADWP, either as a contractor or subcontractor, either under the current proposer's name or any other name or organization? If so, please provide details.

6.13 Non-Discrimination/Equal Employment Practices/Affirmative Action Construction & Non-Construction Contractors (AAP)

The proposer and each of its known subcontractors shall complete and file an acceptable Affirmative Action Plan as set forth in Appendix B of this RFP as a part of its written proposal responding to the RFP.

Each Contractor shall submit the following properly completed forms and documents for the City of Los Angeles' Affirmative Action Program:

1. A signed Affirmative Action Certificate Form.
2. A signed Affirmative Action Plan. This plan must be reviewed and approved by the LADWP to determine its acceptability.

Each of the above documents, if approved, shall be effective for twelve (12) months following the date of approval for the Affirmative Action practices. An Affirmative Action Plan shall be in effect and on file with the LADWP for the duration of the contract period.

6.14 Living Wage Ordinance

Submittal of a response to this Request for Proposal stipulates and confirms that the undersigned (Proposer) agrees to comply with the applicable provisions of the Service Contract Workers Retention Ordinance (Section 10.36) and Living Wage (Section 10.37) of the Los Angeles Administrative Code. (SCWRO/LWO). The City of Los Angeles policy regarding Living Wage/Service Contractor Worker is presented in Appendix C.

SCWRO/LWO forms must be completed by the successful proposer, only. Refer to instructions attached in **Appendix C**.

6.15 Child Support Policy

In accordance with the City of Los Angeles Ordinance No. 172401, the LADWP requires all Contractors and subcontractors performing work for the LADWP to comply with all reporting requirements and wage earning assignments and wage earning assignments relative to court ordered child support.

All bidders and proposers are required to complete the Certification of Compliance with Child Support Obligations, Appendix D. Failure to return the completed certification as part of the bid or proposal may result in the bid or proposal being deemed non-responsive to these specifications.

6.16 Supplier Diversity

It is the policy of the LADWP to provide Women Business Enterprises (WBEs), and Minority Business Enterprises (MBEs), and all other business enterprises an equal opportunity to participate in the performance of all LADWP contracts. Bidders shall assist the LADWP in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including WBEs and MBEs, have an equal opportunity to compete for and participate in the work being requested by this RFP. Efforts to obtain participation of MBEs, WBEs, and other business enterprises could reasonably be expected to produce a level of participation by interested subcontractors including fifteen percent (15%) MBE and seven percent (7%) WBE.

6.16.1 Good Faith Effort

All bidders shall make a good faith effort to reach out to WBEs, MBEs, and all other business enterprises in response to this Request for Proposal (RFP). The LADWP's Outreach Program constitutes a requirement of this RFP, regardless of the number or kind of subcontractors a successful bidder may ultimately retain. If a bidder initially intends to perform all work under any contract resulting from this RFP through their own resources, without employing any subcontractors, it is nevertheless required that the bidder make a good faith effort as specified in this Section of the RFP.

WBE/MBE Defined: "Women's Business Enterprise" (WBE) or "Minority Business Enterprise" (MBE), as used herein means a business enterprise that is certified as meeting both of the following criteria:

- a. A business that is at least 51 percent owned by one or more women or, minority person(s), in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women or minority person(s).

- b. A business whose management and daily business operations are controlled by one or more women or minority person(s).

6.16.2 LADWP's Supplier Diversity Program

Each proposal shall include a statement of the proposer's good faith effort in the form and format described below. Provide your firm's Outreach Program Results in Appendix E.

The LADWP will determine the adequacy of each bidder's good faith effort based upon the documentation provided. Bidders not receiving a passing score may be found nonresponsive and disqualified from participating in any contracts resulting from this RFP.

6.16.3 Factors and Weights for Evaluation of Good Faith Effort

Bidder's good faith effort to reach out to WBEs, MBEs and all other business enterprises will be determined by the factors specified herein. The LADWP will determine the adequacy of each bidder's good faith effort to utilize this Outreach Program by considering all factors set forth and the weights for evaluation. The total points possible is 100, and a passing score of 75 points must be achieved.

1. Indicate level of MBE and WBE participation proposed. (Weight: 0 points)
2. Attendance at the Bidder's Conference. (Weight: 10 points)
3. Identifying selected portions of work being proposed in response to this RFP to be performed by subcontractors in order to provide participation by MBEs, WBEs, and other business enterprises. The proposers shall, when economically feasible, divide total work requirements into small portions or quantities to permit maximum participation of MBEs, WBEs, and other business enterprises. (Weight: 15 points)
4. Preparing and issuing Requests for Proposals to interested business enterprises and publishing proposals in newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other appropriate media to solicit interest in participating in the work proposed in response to this RFP, not less than 10 calendar days prior to the submittal date of proposal. (Weight: 10 points)
5. Preparing and distributing written invitations to those business enterprises, including MBEs and WBEs, having an interest in participating in the work proposed in response to this RFP and documenting any invitations sent not less than 10 calendar days prior to submittal date of proposal. (Weight: 10 points)

6. Documenting efforts to follow up initial solicitations of interest by contacting the business enterprises to determine whether the enterprises are interested in participating in the work. (Weight: 13 points)
7. Providing interested enterprises with information about the plans, specifications, and requirements for the selected subcontracting work. (Weight: 7 points)
8. Requesting assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs, and other business enterprises not less than 15 calendar days prior to the bid submittal date. (Weight: 13 points)
9. Negotiating in good faith with interested MBEs, WBEs, and other business enterprises and not unjustifiably rejecting proposals prepared by any enterprise. As documentation, the bidder shall submit a list of all sub-bidders for each portion of potential work for MBEs, WBEs, and other business enterprises. (Weight: 13 points)
10. Documenting efforts to advise and assist interested MBEs, WBEs, and other business enterprises in obtaining bonds, lines of credit, or required insurance. (Weight: 9 points)

6.16.4 Monthly Records

The successful bidder shall maintain records monthly to determine compliance with the LADWP's Outreach Program and shall submit such records to the Contract Administrator. The records shall be submitted on LADWP forms and shall show the following:

1. The name of each participating subcontractor.
2. Description of work each subcontractor has contracted to perform.
3. The percentage completion of the work under each subcontract.
4. The compensation contracted to be paid to each subcontractor.
5. The cumulative compensation earned by each subcontractor.
6. The cumulative compensation paid to each subcontractor.

6.17 Insurance Requirements

Describe the Contractor's ability to comply with the Insurance Requirements presented in Section 11 of this document.

6.18 Los Angeles City Tax Registration Certificate

Provide the Contractor's Business Tax Registration Certificate or Business Tax Exemption Number. Policy regarding Business Tax Registration is presented in Appendix F.

6.19 Taxpayer Identification Number

Provide the proposer's Taxpayer Identification Number on Form W-9. Policy regarding Tax ID is presented in Appendix G.

6.20 Job Opportunities and Training Policy

Provide response that complies with the Job Opportunities and Training Policy, Revised 3/6/2009 as presented in Appendix I.

7.0 Task Management System

The LADWP's Task Management System is a means to contract for a specific service when the exact work product is not known at the initiation of the contract. Rates quoted in the proposal are used as the basis for establishing the compensation for the tasks requested.

Any contract awarded as a result of this RFP will be administered and managed using the LADWP's Task Management System with compensation for a task being calculated and established on a time-and-material basis or fixed price. Upon acceptance of a task letter, the Service Provider agrees to provide the deliverable(s) required by letter within the cost and schedule estimates included in the task letter. See Article V, Task Order Development and Approval, of Appendix A, Professional Services Agreement.

Professional services shall be provided on an as-needed basis, utilizing LADWP's Task Management System. The use of the term "Task Assignment" shall be considered synonymous with the term "Task Order."

The LADWP will submit a Task Order Proposal to the selected Contractors. The Contractors must submit a written response bids to the LADWP as specified in the Task Order Proposal. The Contractors shall respond within the time frame specified in the Task Order Proposal letter. The Contractor with the best proposal and lowest life cycle cost will be selected and granted a notice-to-proceed for that specific site. A discount for prompt payment offered will be considered in determining award. All Task Order Proposal responses shall be valid for no less than twenty (20) business days from the date of the response deadline.

The LADWP reserves the right to cancel a Task Order and/or not make an award. Each Task Order Proposal and award is considered separate and independent. An unsuccessful

Contractor on one task is not precluded from submitting bids for other Task Order Proposals.

7.1 Task Order Proposal Evaluation

The LADWP will review and evaluate responses to the Task Order Proposal, and shall consider in detail the following cost elements:

- a. Total Initial Cost and Cost Breakout of:
 - 1. Solar modules
 - 2. Solar power DC to AC Inverters
 - 3. Balance of system
- b. Total Operation and Maintenance Cost
- c. Life Cycle Cost Of Energy Production
 - The LADWP will review and evaluate as applicable any of the following:
 - 1. IRR – Internal Rate of Return
 - 2. LCC – Life Cycle Cost (Capital, O&M)
 - 3. LCOE – Levelized Cost of Energy
 - 4. ROI – Return on Investment
 - 5. TOC – Total Operating Cost
- d. Schedule of Fees and Costs
- e. Resource Utilization and Logistics

8.0 Contract Period and Funding

8.1 Contract Period

The contract resulting from the responses to this RFP is for a period of three years. The time of award for this Contract is defined in PSC 4 of Exhibit E of Appendix A, Professional Services Agreement.

8.2 No Guarantee of Work

Execution of this Agreement does not guarantee that work will be assigned.

9.0 Conditions for Submitted Proposal

9.1 Clarification

If additional information is needed to interpret RFP, written questions shall be submitted to Thomas D. Honles, via email to rfp265-09@ladwp.com no later than July 16, 2009. LADWP's responses to the questions will be posted on the LADWP website at www.ladwp.com under the 'Bids & RFPs' section of 'Doing Business' tab no later than

July 23, 2009. LADWP recommends all proposers to visit the above mentioned LADWP website on a regular basis as the responses may be posted earlier than the posting date..

9.2 Responsiveness

The detailed requirements set forth in Section 4.0 and 6.0 are mandatory. Failure by a proposer to respond to a specific requirement may result in disqualification.

9.3 Right to Reject Proposals

The LADWP reserves the right to reject any or all proposals.

9.4 Incurring Costs

The LADWP is not liable for any costs incurred by proposers in responding to this RFP. Any and all costs incurred responding to this RFP, including interviews or other related activity, shall be borne by the Proposer.

9.5 Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of the LADWP and a matter of public record. Also, the Contractor must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code Sections 6250 et seq.). In the event such an exemption is claimed, the Contractor shall be requested to state in the proposal that they will defend any action.

9.6 Discussions

The LADWP may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those proposers within a competitive range. Proposals should be submitted on the most favorable terms the proposer can provide.

9.7 Award

Award may be without discussion of proposals received. Proposers should be submitted on the most favorable terms the proposer can provide.

9.8 Los Angeles City Council Review

Any action taken by the Board will be subject to review by the Los Angeles City Council and an award of contract will not be final until such review process has been completed. The successful bidder will be notified, in writing, when such review process has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract and execution of bonds and insurance if applicable.

9.9 Protest Policy

Refer to Appendix H for the LADWP's policy and procedures regarding the protest of award of the contract for this RFP.

10.0 Standard Contract Provisions

At the conclusion of the evaluation process, negotiations between the LADWP and the successful bidder(s) for a contract will proceed. In order to ensure the negotiations are successfully completed within an appropriate time frame, the standard terms and conditions required by the LADWP is presented in Appendix A, Professional Services Agreement. This draft includes Standard Terms and Conditions that will be made part of the final contract including City/LADWP required socioeconomic programs and requirements.

11.0 Insurance Requirements

Insurance – General Statement

It is the policy of Los Angeles Department of Water and Power (LADWP) that upon the award of a contract, the selected Bidder/Proposer/Vendor must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal/agreement. Insurance requirements are explained in detail in the following language and "Contract Insurance Requirements" sheet, which specifically outlines the types and amounts of coverage required for this project. For your information and use, "Special Endorsement Forms", "Guidance for Submitting Evidence of Insurance" and information on our insurance program for small vendors are available on our website.

When and if you are awarded a contract/agreement, acceptable evidence of required insurance, from insurers acceptable to the LADWP, will be required to be submitted within 30-days of the date of award and maintained current throughout the term of the contract. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any contract for services rendered, and in order to commence work under your contract.

Insurance – Applicable Terms and Conditions

11.1 Additional Insured Status Required

Contractor/Vendor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers,

employees and agents, their successors and assigns, as Additional Insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's/Vendor's acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor/Vendor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor/Vendor assumed under the contract.

11.2 Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

11.3 Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Contractor/Vendor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor/Vendor. Any insurance carried by the LADWP which may be applicable shall be deemed to be excess insurance and the Contractor's/Vendor's insurance is primary for all purposes despite any conflicting provision in the Contractor's/Vendor's policies to the contrary.

11.4 Deductibles Subject to LADWP's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the LADWP (hereinafter referred to as "Risk Manager"). The LADWP shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Contractor/Vendor in its operations.

11.5 Proof of Insurance for Renewal or Extension Required

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with the LADWP. If such coverage is canceled or reduced in coverage, Contractor/Vendor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the LADWP evidence that the

required insurance has been reinstated or provided through another insurance company or companies.

11.6 Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the LADWP's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of LADWP's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the LADWP prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

11.7 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor/Vendor shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

11.8 Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the LADWP may immediately terminate or suspend the agreement.

11.9 Sub-Contractor Compliance

The Contractor/Vendor shall be responsible for all sub-contractors'/sub-vendors' compliance with the insurance requirements.

11.10 Periodic Right to Review/Update Insurance Requirements

The LADWP and Contractor/Vendor agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Contractor/Vendor to adjust the amounts and types of insurance

coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

11.11 Specific Insurance Requirements

See Appendix I, Contract Insurance Requirements.

11.12 Performance Bond

Within thirty (30) calendar days of execution this Agreement, the Contractor(s) shall post a performance bond in the sum of Two Hundred Fifty Thousand dollars (\$250,000) as indicated on the Appendix J, Contract Insurance Requirements for the work detailed in this RFP and subsequent Agreement(s), including all Exhibits, from a corporate surety which is acceptable to the LADWP, conditioned for the faithful performance by the Consultant of all terms, covenants and conditions of this Agreement. The performance bond must remain effective for thirty (30) days after the termination or expiration of all Task Orders authorized pursuant to the Agreement.

Duplicate copies of all performance bonds required must conform to the requirements established by the City Charter, ordinance or LADWP policy and must be filed with the Office of the City Attorney for its review in accordance with the Los Angeles Administrative Code Sections 11.47 through 11.56. The Performance Bond template is included as Appendix N, Performance Bond Template.

11.13 Warranty Insurance

It is a requirement of this RFP that bidder provide an optional quotation for Warranty Insurance, warranting the solar photovoltaic panels to be free of defects in both design and manufacturing/workmanship defects for the 25 year period of the warranty required by this agreement.

The quotation must be provided as a separate line item in bidder's proposal.

The quotation shall be provided on a per 100 square foot of panel-basis

Such Warranty Insurance shall be quoted with limits of not less than the full replacement value of the panels at the time of submission the proposal.

The Department of Water and Power shall be the Loss Payee under this policy of insurance as their interest may appear, and the policy will cover the time period of the entire warranty, and any extensions which may be required. Evidence of such insurance shall be in the form of a Certified True and Correct copy of the actual Warranty Insurance

policy, which shall include an absolute 30 day Notice of Cancellation in favor of the Department of Water and Power.

11.14 Indemnification

The Contractor/Vendor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the LADWP, defend the LADWP, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Contractor's/Vendor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the Contractor/Vendor, or the Contractor's/Vendor's officers, agents, employees, or sub-contractors/sub-vendors of any tier, except for the active negligence or willful misconduct of the LADWP, its Board, officers, agents, representatives or employees.

APPENDIX A: Professional Services Agreement

Appendix A contains the pro forma Professional Services Agreement and begins on the following page.