



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
HETCH HETCHY WATER & POWER**

## **REQUEST FOR PROPOSALS**



### **Solar Photovoltaic Renewable Energy Plant at the Southeast Water Pollution Control Plant**

*Agreement No. DB-101*

**OCTOBER 31, 2003**



**CONTRACT ADMINISTRATION  
SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
1155 MARKET STREET, 7<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94103**



**REQUEST FOR PROPOSALS  
CITY & COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC UTILITIES COMMISSION**

**Solar Photovoltaic Renewable Energy Plant at the Southeast Water Pollution Control Plant  
(Agreement No. DB-101)**

The San Francisco Public Utilities Commission (SFPUC) seeks to retain a contractor to design, supply, install, and commission a fully integrated and operational photovoltaic (PV) renewable energy system at the Southeast Water Pollution Control Plant (SEP), located at 750 Phelps Street in San Francisco. The PV system shall be completely integrated into the existing SEP electrical system.

The primary role of the contractor is to execute a Design-Build Agreement, provide turnkey planning, design, engineering, labor, materials, delivery, installation, and commissioning of a cost-effective and energy efficient solar PV system to maximize the use of the solar resource at SEP. The targeted size of the solar installation is 250-kW with a cost goal of \$6.50 per watt installed or less. The project is to be completed within 18-months from the issuance of the Notice to Proceed (NTP). The successful candidate shall provide qualified personnel for services, including—but not limited to the following tasks:

- ◆ Turnkey planning, design, engineering, labor, materials, delivery, installation, monitoring and commissioning of a cost-effective and energy efficient solar PV system.
- ◆ Warranties & Guarantees.
- ◆ Annual Maintenance.

Proposals will be received at 1155 Market Street (between 7<sup>th</sup> and 8<sup>th</sup> Streets), 7<sup>th</sup> Floor, San Francisco, California in Room 700 until **3:00 p.m. on December 11, 2003**. Request for Proposals (RFP) documents are available at the same location at no cost. Interested firms may also request copies of the RFP by calling Contract Administration at (415) 554-3497 or by visiting the City website at [www.sfgov.org/oca/purchasing.htm](http://www.sfgov.org/oca/purchasing.htm) and look under “Bids & Contracts database” section.

A pre-submittal conference will be held at **10:00 a.m. on November 13, 2003** at SEP Main building at 750 Phelps Street to discuss the proposals and MBE/WBE/Affirmative Action requirements. Consultants who do not attend the pre-submittal conference shall be assumed to have the same knowledge and information as if they had attended.

Proposal discounts may be applied per San Francisco Administrative Code Chapter 12D.A. The sub-consulting goals for each agreement under this proposal have been established at 25 percent for MBE and 8 percent for WBE participation for the design phase and a combined 17 percent for the installation phase. In addition, the City encourages the proposers to include local labor trained and certified in Solar Photovoltaic System installation in this project, and is allocating 2 percent of total evaluation points for compliance to this request.

Consultants who wish to submit a proposal must contact Diana Rathbone of the Human Rights Commission at (415) 554-3100 prior to submitting proposals to discuss the Sub-consultant Development Plan and MBE/WBE/Affirmative Action requirements.

In accordance with San Francisco Administrative Code Chapter 6, no proposal will be accepted and no agreement in excess of \$50,000 will be awarded by the City and County of San Francisco until such time

as: (a) the department head recommends the agreement for award; and (b) the Commission then adopts a resolution awarding the agreement. Pursuant to Charter Section 3.105, all agreement awards are subject to certification by the Controller as to the availability of funds.

The following requirements must be met in order to qualify for contract award:

- Maintain a valid business tax registration number;
- Compliance with San Francisco Administrative Code, Chapter 12B Equal Benefits Ordinance;
- Minimum wage rates must comply with San Francisco Administrative Code, Chapter 12P, Minimum Compensation Ordinance (MCO); and
- Successful consultant teams will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q.
- Meets minimum qualifications and experience specified herein.

The SFPUC reserves the right to reject any or all proposals and waive any minor irregularities.

If a proposer objects on any ground to any aspect of this RFP, the proposer shall, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Questions concerning this Request for Proposals should be addressed to Ms. Linda Denari at [rfp@sfwater.org](mailto:rfp@sfwater.org).

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### **EXHIBITS**

#### **A. Sample Design Build Agreement (DBA)**

#### **B. HRC Forms & Attachments**

- **Equal Benefits Ordinance**
- **HRC Form 1013**
- **Quick Reference Guide**

#### **C. Firm Cost Proposal**

#### **D. Site Plan (electronic file attachment, Acrobat pdf file)**

#### **E. Site Photographs**

#### **F. Site Electrical Single-Line Diagram (electronic file attachment, AutoCAD file)**

#### **G. Site Load Data Summary**

#### **H. Site Solar Data (electronic file attachment, MS Excel file)**

#### **I. Minimum Technical, Installation, and Interconnection Requirements**

#### **J. Warranty**



## **I. Introduction**

The City and County of San Francisco (the City) is implementing a multi-year solar program as a component of the City's long-term energy plan, which was adopted by the Board of Supervisors on June 5, 2002. This plan is part of a strategic focus on renewable energy resources, and photovoltaic (PV) energy systems in particular, to help drive down PV prices, and develop highly efficient systems and installation methods.

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (City), through Hetch Hetchy Water and Power (HHWP) is requesting proposals for the described work below. Both HHWP, which produces and delivers electricity to the City's municipal facilities, and the Water Pollution Control Division (WPC), which treats wastewater and manages the Southeast Water Pollution Control Plant (SEP) are divisions of the SFPUC.

Proposals are herein requested from qualified parties for the design, supply, installation, and commission of a fully facility-integrated and operational PV renewable energy system of approximately 250-kW to be located at the Southeast Water Pollution Control Plant. The City process to contract this work will be in accordance with those provisions for a Design Build Agreement (DBA) per S.F. Administrative Code Section 6.61. As part of this process and based upon a scored evaluation of the proposals, the City will proceed toward an award by scoring proposals and negotiating with the proposer with the highest score.

While the City plans to finance the project, proposals that separately discuss the proposers ability to finance this project are welcomed.

The City encourages the use of local community labor on this project. Two points in the evaluation process will be given to proposals that include hiring of trained and accredited photovoltaic system installers (labor) from Bayview-Hunters Point community.

This project will be the second major photovoltaic installation for the City. It illustrates the City's effort to increase the presence of clean distributed renewable energy resources throughout the City, and is a contribution to environmentally friendly in-city generation. Located in the City's Bayview-Hunters Point District, it is indicative of the City's commitment to renewable energy and greenhouse gas reduction goals.

This RFP document provides instructions and proposal requirements to bidders. It is expected that the proposer should be fully qualified, knowledgeable and experienced in the type of work to be performed and shall understand and comply with all applicable bidding requirements and laws. In preparing a proposal, the proposer shall rely fully upon its own experience and physical inspections of the SEP.

The SFPUC may select more than one firm to provide these services. Joint-venture proposals are acceptable, but not required. The selected firm(s) will work with the SFPUC Renewable and Advanced Generation team, which may include, but will not be limited to Fred Schwartz, Manager of Renewable and Advanced Generation and Michael Kim, Project Manager.

## **II. Background**

The San Francisco Public Utilities Commission (SFPUC) is a Department of the City and County of San Francisco (CCSF) that provides retail drinking water and wastewater collection and treatment services to San Francisco, wholesale water to three other Bay Area Counties, and hydroelectric power to San Francisco's government operations. (For a map of the SFPUC utility systems, go to the SFPUC website at [www.sfgov.org/puc/](http://www.sfgov.org/puc/). Select "SFPUC" then click on "SFPUC at a glance" and scroll to the bottom of the page and click on "San Francisco Water System Map".) Headquartered at 1155 Market Street in San Francisco, the SFPUC has approximately 1,700 employees with a combined annual operating budget of approximately \$400 million.

### **1. SOUTHEAST WATER POLLUTION CONTROL PLANT DESCRIPTION**

The Southeast Water Pollution Control Plant (SEP), located at 750 Phelps Street near Third Street and Jerrold Avenue, is one of two treatment plants that treat wastewater generated in the eastern part of the City. The plant also treats most of the commercial (downtown) wastewater, as well as the bulk of all industrial discharges. The SEP can treat up to 250 million gallons of wastewater per day during wet weather. SEP is one of three water pollution control plants in San Francisco's system. The San Francisco system collects and treats approximately 84.5 million gallons of wastewater per day during dry weather and up to 465 million gallons each day during the rainy season.

The SEP site is proposed for this project primarily for its superior access to solar exposure, its flat rooftop surfaces, its need to supplement high electricity loads throughout the year, and its location in the southeast part of the City.

### **2. INSTALLATION SITE INFORMATION**

Two (2) installation sites at SEP have been selected for this RFP. The proposed rooftops are flat and reasonably free from shading (pictures in Exhibit E). The two sites lie above adjacent Buildings 040 and 041, the Primary Sedimentation Tank buildings, which have a usable roof top area of about 16,000 square feet each or 32,000 sq ft. total. The actual usable area maybe less due to shading from trees on the south-eastern side of building 041. It is the responsibility of the proposer to confirm the available usable area.

Plant site plan layout is attached as Exhibit D (full size plans may be procured per Section VI.4). Additional relevant building descriptions will be available during a pre-proposal meeting and facility tour.

### 3. ELECTRICAL DATA

The SEP main service is connected to PG & E's 12.47-kV distribution system. The voltage is connected and distributed at 12.47-KV throughout SEP. Numerous substations are located within the plant where voltage is reduced for general use.

A single-line diagram of SEP's electrical system and other pertinent electrical drawings are included in Exhibit F. SEP's energy usage is described in Exhibit G, Site Electric Load Summary. The SEP operates 24-hours per day seven days a week.

The PV power system shall be interconnected at 480V AC, 3-phase, 60-hz at Substation 4A as a "customer owned generator" per PG&E Rule 21- Generating Facility Interconnections, and shall not be for exporting power onto PG & E's grid system.

### 4. ACCESS TO INSTALLATION SITE

Overall access to the site shall be strictly limited to the contractor's authorized personnel, and shall be regulated according to SEP regulations by SEP staff. Access to all roofs at the SEP is limited. In some cases, the only direct roof access is by way of vertical maintenance ladders. The most practical delivery of materials to the roof is by crane.

## **III. Scope of Services**

The HHWP developed the following scope of work for this Request for Proposals (RFP). Proposers should indicate how they plan to address the scope of work provided. Modified tasks may be suggested as part of the proposal, provided clear, concise explanations are included.

The primary role of the contractor will be to design, supply, install, and commission a fully facility-integrated and operational photovoltaic (PV) renewable energy system. Proposers shall provide qualified personnel for services, including—but not limited to—the following:

The primary goal is to provide the most cost effective PV system meeting the requirements herein, based upon the best cost per KWH, while also considering the 5-year Kwh output, degradation guarantees, and facility operation and maintenance costs.

### 1. TURNKEY SERVICES

The SFPUC seeks a Contractor to provide a turnkey planning, design, engineering, labor, materials, delivery, installation, and commissioning of a cost-effective and energy efficient solar photovoltaic (PV) system to utilize the solar resource reaching the rooftops of Buildings 040 and 041. The Contractor shall include in its scope of supply all elements necessary for a turnkey project, including but not limited to, all permits and approvals from governing agencies, all labor, taxes, services and equipment necessary to produce a fully functional and operational PV electrical power generating system for use by the SEP.

The City will require the successful Contractor to enter into a binding contract similar to the sample Design Build Agreement (DBA) provided in Exhibit A.

### 1.1 Design, Engineering, and Permitting

The Contractor shall design a PV system appropriate for the Southeast Water Pollution Control Plant, taking into consideration, but not limited to, the facility's electrical demand and load patterns, PG & E interconnection requirements, the currently operating 1.9-MW SEP cogeneration plant, proposed installation sites, application in the environment of a waste water treatment plant, available solar resources, applicable zoning ordinances and codes, Water Pollution Control Plant reliability and other relevant factors.

At a minimum, the Contractor shall provide design documents to fully communicate and obtain approval for the design and its basis, and plans for manufacturing and supply, installation and start-up, commissioning and monitoring, including but not limited to the following:

- Schematic and Preliminary Designs
- System Description
- Final Designs
- Bill of Materials
- Equipment details and description
- Layout of installation site
- Layout of equipment
- Selection of key equipment
- Design Standards, codes and compliance
- Design life
- Design calculations
- Detailed Drawings
- Specifications for equipment procurement and facility installation
- Performance of equipment components and subsystems and project
- Integration of the PV system with other power sources used by SEP
- Electrical grid interconnection requirements
- Controls, monitors, protections and instrumentation
- Performance monitoring
- Structural Integrity of Buildings
- Corrosion Control

- Installation, start-up, commissioning, and monitoring plans
- All computer programs
- Quality assurance plans and inspection records
- Roof audits and surveys

The Contractor, along with SEP personnel, shall evaluate and determine a suitable location that will house the PV inverter equipment and its related components, environmental control equipment, and miscellaneous equipment that will meet the following criteria:

- Reliable service with no negative impact to SEP electrical system or facility operations
- Ease of maintenance and monitoring
- Efficient operation
- Low operating losses
- Secured location and hardware
- Compatibility to other SEP facilities and facilities functions
- Minimal impact to roof and maintenance
- Corrosion Control

The Contractor shall provide design documents to the SFPUC for review and approval. Included within the scope of work of this project and at no additional cost to the SFPUC, the contractor shall secure and obtain from governing agencies and the utility company all required rights, permits, (and modifications, if any,) approvals, rights to install, and utility interconnection agreements for installation, and operation of the project. The SFPUC will pay the cost of the interconnection to the PG&E system. The Contractor shall submit the design plans and specifications to the SFPUC's Project Manager for review and approval prior to proceeding with applications for permits and material procurement and installation. The plans shall be in electronic format using AutoCAD 2000 or higher. Specifications and schedules shall be submitted in electronic format using MS Office 2000. The SFPUC, at no added cost, will become the signatory on applications, permits, and utility agreements only where it is indicated that the owner be the signatory.

## 1.2 PV Panels, Inverters, Balance of Plant Components

The Contractor shall provide a complete and operational PV system. All PV systems must meet the minimum technical specifications described in Exhibit I.

Contractor will provide all necessary building modifications, safety devices, and spare parts. Contractor shall provide roof audits and surveys as explained further in Exhibit I.

## 1.3 Manufacturing and Installation

No portion of the work requiring submission of a shop drawing, product data, sample, work description, subcontractor qualifications, field stamp, or Government

agency approvals shall commence until the submittal for approval has been reviewed and accepted or approved as appropriate by the SFPUC. Governing agencies including other City agencies such as the Department of Building Inspection and City Planning Department are not governed by the SFPUC and will not be a party to any resulting Design Build Agreement. The Contractor shall remain solely responsible to obtain approvals for implementation of this project from these governing agencies.

The Contractor shall supply all equipment, materials, and labor necessary to install the PV system and integrate it with the other power sources used by SEP. Minimum installation requirements and guidelines for staging the installation are described in Exhibit I.

#### 1.4 Electrical Interconnection

The Contractor shall supply and install all required materials and equipment and perform all work as necessary to design, build and facilitate the interconnection of the PV system to the SEP electrical system at Substation 4A, and with PG&E's local distribution system. The Contractor's scope shall include, but not be limited to, providing all applications, studies, engineering, submittals, equipment, labor, materials, and commissioning and testing necessary to complete the interconnection, and reach an interconnection agreement and approval to physically interconnect with PG&E for the new generation. All costs, associated with designing, building, and obtaining an interconnection, including modification to existing facilities will be the sole responsibility of the Contractor. The City will be responsible only for Utility (PG&E) interconnection related fees, taxes, special facility charges, and one-time cost of ownership charges. Additional information regarding electrical interconnection requirements is included in Exhibit I.

#### 1.5 Startup and Acceptance Test

The Contractor shall provide services related to startup and transfer of the equipment to the SFPUC. The Contractor shall provide recommended testing protocols and conditions for acceptance for review and approval by the SFPUC. During startup, SFPUC staff or its independent engineer shall observe the system's performance.

Required services approved by the SFPUC include the following:

- Starting up and operating the PV system until it achieves the performance requirements of the turnkey agreement
- Performing the required performance testing to certify system and component performance
- Conducting successful acceptance tests and proving period tests to reach substantial and final completions.
- Roof test or equivalent
- All building inspections, and acceptances

## 1.6 Operation and Maintenance (O&M) Manual, and As-Built Drawings

The Contractor shall provide six (6) sets of site-specific operation, maintenance, and parts manuals for the PV system and modifications to any existing facility or feature therein. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment. Maintenance schedules shall be provided. The Contractor shall also provide six (6) sets of as-built drawings. These documents are to be delivered before acceptance of the installed equipment.

## 1.7 Monitoring

Monitoring of solar power output is a critical component of any successful program. The proposer shall provide a monitoring system that will allow SFPUC staff to monitor the performance of the system in historical and real-time, for the life of the equipment. The regularly collected data should reflect, but not be limited, to the following: system performance, system availability, average and accumulated output, capacity factor, degradation, and the reliability of the equipment installed. The Contractor will create a program that collects data into a monthly summary table that is easily accessible to the City.

The PV control system shall interface and be directly connected to the existing SEP Foxboro I/A Distributed Control System and the soon to be installed Cutler-Hammer PowerNet Energy Management and Monitoring system. The interface requirements for these two systems are specified (described) in Exhibit I: Minimum Technical, Installation and Interconnection Requirements.

PV Systems shall be configured to allow easy assessment of individual panels or groups so to help identify and isolate problem areas.

Utility Grade Revenue meter/s shall be provided as acceptable to Owner.

## 1.8 On-site training for O&M

Within ten (10) days of completion of the startup and acceptance test, the Contractor shall train City personnel in all aspects of routine operation, maintenance, and safety of the PV system, as well as the monitoring system.

## 2. WARRANTIES AND GUARANTEES

At the time of contract execution, the Contractor must provide, directly the warranties and guarantees. Warranty clauses that warrant against defective design, materials, workings and latent defects for the time period specified for each warranty are included in Exhibit J. Proposer shall fully define in its proposal the offered warranty according to proposal submittal requirement Section IV, Paragraph 6. The following lists the warranty requirements:

- 5-year Complete System Warranty
- 25-year PV Panel Warranty
- 10-year Roof and Building Penetration Warranty
- 5-year Complete and Operational Power Capacity Warranty
- 25-year PV Panel Operation and Degradation Warranty

### 3. ANNUAL MAINTENANCE

During the 5-year system performance warranty period, the Contractor shall provide annually (or more frequently if necessary to preserve all warranties) all necessary maintenance which includes routine maintenance adjustments, and replacements. The Owner will provide monthly periodic hose down of panels, and will notify contractor should system fail during the 5-year period.

Following the five (5) year guaranteed performance period, the SFPUC *may* request from the Contractor to extend the annual maintenance contract. Please provide a separate offer for this service with the proposal. Proposers are required to submit information with the proposal on any required maintenance (i.e. wash-down of PV panels) and operation service offered as applicable to this project, and also list any maintenance operations or servicing that is expected to be performed by the owner.

## IV. Proposal Submittal

### **Pre-Proposal Conference**

Proposers are encouraged to attend a pre-proposal conference at **10:00 a.m. on November 13, 2003** to be held in the Main Conference Room at the SEP, 750 Phelps Street at Jerrold Avenue, San Francisco. All questions will be addressed at this conference and any new information will be provided at that time.

During this pre-proposal conference, proposers will have the opportunity to tour the facility, review existing energy systems, and receive specifics about the facility and its use. Additional tours of the facility may be scheduled on TBD.

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference must be in writing. Substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from SFPUC Contract Administration.

### **Questions regarding the RFP**

Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and distributed to all parties that received a copy of the RFP. With the exception of

HRC or City contracting inquiries, no questions or requests for interpretation will be accepted after.

**Proposal Format**

The proposal should be clear and concise, presented in the form of written report divided by tabs into the subheadings. Text, charts and graphics shall not exceed the given page limits. Resumes must be included as appendices and shall not count against the proposal page limit. Number every page beginning with the cover letter, including text charts and graphic pages.

One (1) unbound and ten(10) bound copies of the proposal printed double-sided on recycled and recyclable white paper and any related information must be delivered in a package clearly marked "Solar Photovoltaic Renewable Energy Plant at the Southeast Water Pollution Control Plant" and received at the following location no later than **3:00 p.m., on December 11, 2003.**

***Late proposals will not be accepted—postmarks will not qualify as delivery.***

Proposals should be mailed or delivered to:

*San Francisco Public Utilities Commission  
Contract Administration  
1155 Market Street, 7<sup>th</sup> Floor  
San Francisco, CA 94103  
Attn: Ms. Linda Denari*

Proposals submitted by fax or electronically will not be accepted.

After reviewing this RFP and Exhibits, firms interested in providing the services described herein must submit the following information, in the order specified below.

Proposals must include the following items in the order presented. Page limits apply where noted. The Proposer will be bound to all proposed terms, and conditions of its proposal as well as the negotiated agreement, for a period of 120 days from the date of its proposal submission.

1. BINDING TRANSMITTAL LETTER (2 pages maximum)

Each proposal must include a transmittal letter signed by a party authorized to obligate the Contractor to perform the commitments contained in the proposal. The letter must clearly identify the Prime Contractor and its contact person for future communications regarding the proposal. The letter should discuss the Contractor's overall ability and qualifications to conduct the work, and agree to fully comply with all applicable City ordinances if awarded the contract. The letter must state the 120-day validity period of the proposal.

## 2. QUALIFICATIONS (8 pages maximum, excluding resumes)

Proposals must provide sufficient information to allow the selection panel to evaluate the Contractor's capability to successfully complete the Scope of Services (Section III).

### 2.1 Contractor Team Information

Each proposal must include the following information regarding the Contractor and team:

- Name of Prime Contractor and other team members, including major subcontractor(s) and Contractor(s)
- Roles and responsibilities of, and relationship between the team members, including an organization chart to illustrate the team structure
- Brief description of the Prime Contractor, including a summary of the company's background
- Discussion of each team member's background and experience that demonstrates the team member's qualifications and capability to perform the assigned responsibilities, including technical resources and access to equipment of the size and type proposed in Section 3.1
- Identify the key individual who will manage the project and interface with City staff
- Resumes of key employees who will work on this project
- History of past projects on which the team members have worked together
- Identification of the Contractors Licenses classification and license number, which will be used to perform this work.

### 2.2 Prime Contractor Information

Include the following for the Prime Contractor:

- Total capacity in kilowatts, of PV systems placed in commercial operation or practical demonstration to date
- Brief descriptions of recent PV system installations, including the specific manufacturer and model type of the equipment used and indicating if projects were turnkey in nature
- Indicate whether the Prime Contractor or its officers or principals have been party to any lawsuit involving the performance of any equipment it has installed, including environmental litigation, and provide a summary of the issues and status of the lawsuits
- Indicate whether the Prime Contractor has been late on a project within the last three years due to inexcusable delays, and if contractor has had to pay liquidated damages for lateness or performance.

### 2.3 References

Provide if possible a minimum of three (3) references for turnkey PV installations completed by the Prime Contractor. Each reference must include, but not be limited to the following information:

- Project capacity (kW)
- Total cost (\$)
- Operations and maintenance cost (\$/kWh), if available
- Owning and operating cost (\$/kWh), if available
- Year installation was completed
- Customer name and address
- Contact name, title, phone number, and email address

### 3. PROJECT AND TECHNICAL *(8 pages maximum)*

Based on the facility electrical loads and rooftop area available for mounting PV cells (approximately 32,000 square feet), propose an optimal PV system. Note that it is the Contractor's responsibility to confirm the available rooftop area of the SEP buildings, by physical inspection, using the facility plans and other supporting material provided with this RFP.

#### 3.1 System Technical Description

Provide a technical description of the technology(s) that the Contractor proposes to install, including the following information:

- Guaranteed DC power capacity (kW), measured at the inverter(s) input according to Exhibit I
- Guaranteed AC power capacity (kW), measured at system's the delivery point to SEP according to Exhibit I
- Estimated capacity factor (%) and annual output (kWh), and methodology used in providing the estimates
- Guaranteed capacity factor (%) and annual output (kWh), and provide the methodology used in providing the Guarantee
- Guaranteed PV panel degradation rate for this proposed project over a twenty (20) year period (25-year period if available)
- Typical or projected degradation rates for total system over a twenty (20) year period (25-year period if available)
- PV array materials
- Inverters
- All voltages, inputs and outputs on system DC and AC sides
- Structural materials
- Balance of system components
- PV Array Configuration, arrangement, mounting, and assembly description with drawings or illustrations
- Structural requirements, including whether roof penetration is necessary
- Assessment of existing roofing condition, and the effects the PV system will have upon its performance, life, and its future maintenance and replacement

(impacts upon roof life and roof maintenance are paramount concerns to the City)

- Operation and maintenance requirements, including estimated personnel and hours required on a periodic basis
- Safety devices, features, measures taken for periodic cleaning and access,
- Typical useful life of significant plant components, include but not limited to the PV array and inverters
- Benefits specific to this type of system
- Product enhancements Contractor would make available, if any
- Describe method to be supplied that will verify contractual performance guarantees.
- Other relevant information

### 3.2 Monitoring System Description

Provide a description of the monitoring system proposed for this project, including but not limited to, the following information:

- Equipment requirements
- Data output
- Maintenance requirements
- Remote Interface requirements

Describe how the information needed, as described in the Scope of Services (Section III) of this RFP, will be provided with these systems.

Describe how individual or groups of panels and other system components will be easily accessed to detect and isolate problems.

### 3.3 Approach

Provide a detailed description of your approach to conducting the work described in the Scope of Services (Section III), including a description of the roles of key employees who will work on this project. The Contractor must take into account aesthetic and structural considerations associated with the installation: provide a brief discussion about how this issue is factored into the overall design process.

Describe the proposed project approach that will be taken to establish an agreed upon design, and the process required to execute the building and commissioning of the design. Discuss the approach to be taken with all agencies and parties that will be involved.

## 4. IMPLEMENTATION/MILESTONE SCHEDULE (*1 page maximum*)

Propose an implementation schedule, at a minimum including but not limited to the milestones listed below. Task completion dates should be referenced to the

Contractor's receipt of the Notice to Proceed. Include all principal tasks and approvals and permits required.

- Notice to Proceed
- Complete design schematics
- Final design
- Approval by City
- Obtain required approvals and permits
- Obtain interconnection approval from PG&E
- Deliver PV arrays
- Deliver inverters
- Deliver balance of system components
- Deliver support structures and other structural materials
- Complete installation
- Complete startup
- Complete acceptance test
- Conduct on-site training
- Deliver required manuals and other documentation

## 5. FINANCIAL CAPACITY *(3 pages maximum, excluding financing statements)*

Contractors must demonstrate sufficient financial capabilities to perform this scope of work.

### 5.1 Bonding Capacity

Describe your bonding capacity and costs to bond this project. The project will require a 100% payment bond and a 100% performance bond according to the requirements of the attached sample contract. Provide from your bonding agent a letter of intent to bond the project in the event of an award.

### 5.2 Financial Statements

Provide the Prime Contractor's audited financial statements for 2001 and 2002. If audited financial statements are unavailable, provide financial statements certified by a reputable accounting firm as accurately presenting the financial position of your company, in accordance with generally accepted accounting principles.

## 6. CONTRACTUAL *(2 pages maximum)*

### 6.1 Exceptions to City Contract

The Contractor shall provide a commitment to execute an agreement that is essentially the same as the draft DBA in Exhibit A. Any and all exceptions to the proposed terms shall be expressly stated in the proposal, or the terms of the DBA will be deemed acceptable to the proposer. The SFPUC strongly encourages

responsive proposals, as exceptions to City terms may be grounds for proposal rejection.

The final DBA is to be amended to reflect the final agreement, and scope derived from negotiations with the successful proposer.

If any exception is noted, provide acceptable alternative contract language for the City's consideration. Significant deviations from the contract language may be grounds for proposal rejection or a lower ranking in the evaluation.

## 6.2 Compliance with Warranty Requirements

State whether the Contractor will comply with the warranty and guarantee requirements described in Section III.2 and Exhibit J. Provide written warranties, if available. If the Contractor cannot comply with any and all portions of the warranty requirements, provide proposed forms of warranty for evaluation purposes. Significant deviations from the warranty requirements may be grounds for proposal rejection or a lower ranking in the evaluation.

## 6.3 Additional Warranties Offered

Indicate whether additional warranties are available and describe their major terms.

## 6.4 Annual Maintenance Program

State whether the Contractor is willing to provide annual maintenance following the required five-year warranty period (note that it will be at the SFPUC's option to avail itself of any proposed annual maintenance program). Propose the service program, and terms if applicable.

## 6.5 Required Operation & Maintenance

Describe required O&M as necessary to achieve guaranteed system performance and PV panel output and as required to maintain a valid warranty.

## 7. COST PROPOSAL

The Contractor shall provide a firm cost proposal based on the proposed installation. Acceptance of a proposal by the City obligates the successful Contractor to deliver the scope of services described in the RFP at a total cost not to exceed the submitted cost proposal. The cost proposal shall be submitted in the form of Exhibit C.

## 8. FORMS

Certain forms must be completed and submitted with your proposal. These forms relate to the City's following contracting requirements (see Section VIII):

- Human Rights Commission (HRC) Certification of Chapter 12B Compliance
- Minimum Compensation Ordinance (MCO) for Employees
- HRC Affirmative Action requirements

### **Addenda to RFP**

The SFPUC may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address, facsimile number, or e-mail address of each firm listed with the SFPUC as having received a copy of the RFP for proposal purposes. The SFPUC will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the SFPUC recommends that the proposer call the contact listed above before submitting its proposal to determine if the proposer has received all addenda.

### **Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the SFPUC may require a proposer to provide oral or written clarification of its proposal. The SFPUC reserves the right to make an award without further clarifications of proposals received.

### **Supplement Proposal Requirements**

*Human Rights Commission Forms:* One (1) original and one (1) copy of all required HRC forms must be submitted separately in a sealed envelope and delivered with the proposal package.

***Failure to complete, sign and submit each of the aforementioned forms may result in the proposal being deemed non-responsive and rejected.***

## **V. Evaluation Process and Selection Procedure**

### **Review of Graphic and Written Proposal**

Proposals will be reviewed and scored by an evaluation committee comprised of individuals who reflect the ethnic and gender make-up of San Francisco and are knowledgeable in the subject matter. At least one non-City representative will sit on the evaluation committee.

Proposals will be evaluated pass/fail for completeness and responsiveness to the requirements of the RFP. The evaluation committee may consider the proposal as failed if in its sole judgment, the proposal is unresponsive, incomplete, or is missing sections and required information, and/or takes exception to the proposed Contract. The evaluation committee will then review each proposal and a quantitative score will be given to each proposal according to the evaluation criteria (see table that follows) of this RFP.

Upon completion of the evaluation process, a Human Rights Commission (HRC) Contract Compliance Officer will assess proposals' compliance with MBE/WBE/LBE and Affirmative Action requirements (see Section VII) and assign a rating discount to the total score, if applicable.

<b>EVALUATION CRITERIA</b>	<b>SCORING</b>
<b>PROJECT MANAGEMENT/FIRM(S) STRENGTHS &amp; QUALIFICATIONS</b>	<b>10</b>
<ul style="list-style-type: none"> <li>◆ Team management qualifications and strengths; identify lead entity for the overall proposal;</li> <li>◆ Organized approach to work assignments; identify key staff including their professional history (attach resumes) and their respective roles and responsibilities in the program. Include a description of roles and how organizations work together as well as an organization chart</li> <li>◆ Clear, effective organization chart;</li> <li>◆ Thorough discussion of project management, sub contractor coordination, and quality controls; and</li> <li>◆ Demonstrated familiarity with City &amp; State permitting, financing, and regulatory requirements.</li> </ul>	
<b>PROJECT TEAM/PREVIOUS EXPERIENCE</b>	<b>10</b>
<ul style="list-style-type: none"> <li>◆ Recent and significant experience and strong technical background in the field of expertise including prior experience in developing, designing, and installation of solar and other renewable energy projects;</li> <li>◆ Depth and breadth of experience;</li> <li>◆ Demonstrated capability on projects of similar size and scope;</li> <li>◆ Integrated use of team members; and</li> <li>◆ Past relevant project and outcomes.</li> <li>◆ Use of local labor trained and certified in Solar PV system installation.</li> <li>◆ Provide 3 references for projects of similar type and scope within last 5 years.</li> </ul>	
<b>PROJECT TECHNICAL ASPECTS</b>	<b>40</b>
<ul style="list-style-type: none"> <li>◆ Description of proposed technologies for the SEP;</li> <li>◆ Clearly explain a reasonable conceptual design that is implemented in a timely manner;</li> <li>◆ Commercial acceptance and availability of technologies proposed, specifically: <ul style="list-style-type: none"> <li>◆ Modules</li> <li>◆ Power electricity &amp; integration</li> <li>◆ Installation</li> <li>◆ Roof and building impacts</li> <li>◆ Operations &amp; Maintenance</li> <li>◆ Monitoring &amp; Reporting</li> </ul> </li> <li>◆ Implementation schedule is reasonable and responsive to HHWP needs;</li> <li>◆ Length of design, installation, and commissioning of solar component;</li> <li>◆ Length of design, installation, and commissioning of other renewable and energy efficiency components.</li> </ul>	
<b>PROJECT COSTS</b>	<b>40</b>
<ul style="list-style-type: none"> <li>◆ Total cost per kilowatt-hour per Exhibit C. (includes 5 year performance per kWh). (points are proportional to lowest proposer)</li> </ul>	
<b>PROPOSAL SCORE</b>	<b>0-100</b>
<b>HRC Rating Discount</b>	<b>0-10%</b>
<b>ADJUSTED SCORE</b>	<b>0-110</b>

## 1. PROPOSAL EVALUATION AND AWARD SCHEDULE

The City has established the following target dates for issuance, receipt and evaluation of proposals in addition to award of an agreement in response to this RFP:

<b>Milestone</b>	<b>Target Date</b>
RFP Advertised and Published	October 31, 2003
Pre-Submittal Conference and Tour at SEP	November 13, 2003
Deadline for written questions	November 20, 2003
Proposals and Forms Due, and Proposal Opening	December 11, 2003
Invitations to interview (estimated and optional)	January 5, 2004
Interviews (estimated)	January 14, 2004
Final Selection (estimated)	January 21, 2004
Estimated Agreement certification/Notice of Award	January 28, 2004
Estimated Project start date (Notice to Proceed)	March 29, 2004

***These dates are not binding and may change depending on the number of proposals received, staff availability for oral interviews and other intervening events.***

## 2. INTERVIEW PROCESS

At the City's sole discretion, following the initial evaluation of written proposals, the SFPUC may select any or all proposers to interviews. Interviews will consist of questions directed to clarify the proposer's responses as necessary. The selection panel will score and rank the interviews similarly to the process used for written proposals, including any rating discounts, if applicable.

## 3. AGREEMENT NEGOTIATIONS AND AWARD

The evaluation committee will make a recommendation regarding award of the agreement to the highest-ranking proposer. The SFPUC will negotiate in an effort to execute an agreement to perform the requested services with the highest-ranking proposer. The selection of any proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory agreement cannot be negotiated

in a reasonable time, the City, at its sole discretion, may terminate negotiations with the highest ranked Proposer and begin negotiations with the next highest ranked Proposer. Upon completion of negotiations and reaching a satisfactory agreement, the agreement will then be subject to further City approvals and certification. Only after approval of Award will a *Notice of Award* be issued. Once all agreement requirements are completed, the SFPUC will determine when a Notice to Proceed will be provided to the Contractor.

## **VI. Terms & Conditions**

If a proposer objects on any ground to any specification or legal requirement imposed by this RFP, the proposer shall, not more than ten calendar days after the RFP is issued, provide written notice to the PUC setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **Potential Proposer Information**

Potential proposers who request copies of this RFP must provide the following information to the SFPUC: name of Proposer, name of contact person for Proposer contact and the address, telephone number, facsimile number, and email of such contact person. Each Potential Proposer shall be responsible for notifying the SFPUC in writing of any changes in such information. Any such notice must specifically reference this RFP.

### **Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the SFPUC, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to SFPUC promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **Financial Responsibility**

The SFPUC accepts no financial responsibility for any costs incurred by a firm in either responding to this Request for Proposals, participating in oral presentations, or negotiating an agreement with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way deemed appropriate.

### **Modifications**

The SFPUC reserves the unqualified right to modify and/or suspend any and all aspects of the Request for Proposals, to obtain further information from any firm or person responding to the Request for Proposals, to waive any defect as to form or

content of this Request for Proposals or any response thereto and to reject any and all responses to this Request for Proposals.

### **Claims**

No person or firm responding to this Request for Proposals shall obtain any claim or right of action against the SFPUC by reason of any aspect of the Request for Proposals, and defects or abnormalities contained herein, and defects or abnormalities in the selection process, the rejection of any proposal, the acceptance of any proposal, any statements, representation, acts or omissions of the SFPUC, the exercise of any SFPUC discretion set forth in or with respect to any of the foregoing, and any and all other matters arising out of all or any of the foregoing.

### **Interpretation and Addenda**

Any interpretation of, or change in, the Request for Proposals will be made by addendum to each firm to whom it was sent, and shall become a part of the Request for Proposals and of any agreement awarded. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with the SFPUC as having received a copy of the RFP. The SFPUC will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer call the SFPUC before submitting its proposal to determine if the proposer has received all addenda. The SFPUC will not be responsible for any other explanation or interpretation.

### **Inquiries**

Inquiries concerning this RFP—other than inquiries at the pre-proposal conference—and all oral notifications of an intent to request written modification or clarification must be directed to Ms. Linda Denari at (415) 554-3148.

Questions concerning Human Rights Commission (HRC) certification requirements and affirmative action goals (12D) should be directed to Diana Rathbone of the City's Human Rights Commission at (415) 554-3100 or by facsimile at (415) 554-3107.

For questions concerning Human Rights Commission (HRC) certification requirements for equal benefits, please consult the HRC website at [www.sfgov.org/sfhumanrights/](http://www.sfgov.org/sfhumanrights/).

Questions regarding business tax registration procedures should be made directly to the Tax Collector's office at (415) 554-4400.

### **Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### **Revision of Proposal**

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

### **Errors and Omissions in Proposal**

Failure by the SFPUC to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any agreement awarded pursuant to the RFP.

### **Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. reject any or all proposals;
3. reissue a Request for Proposals;
4. prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. procure any materials, equipment or services specified in this RFP by any other means; or
6. determine that no project will be pursued.

### **No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

## **VII. Additional Requirements**

### **Human Rights Commission Requirements**

The subconsulting goal for the design phase of this project is **25 %** MBE participation and **8 %** WBE participation of the total value of the goods and/or services to be procured. The Installation phase goal is set at a combined **17 %** for both. These goals must be met with MBE and WBE firms that are certified as MBE/WBE firms by the San Francisco Human Rights Commission. The HRC website ([www.sfgov.org/sfhumanrights/](http://www.sfgov.org/sfhumanrights/)) provides a current list of all certified MBE/WBE firms. Other firms may be used to meet the subconsulting goals provided that all firms so used are certified as MBE or WBE firms as of the due date of this proposal.

Any proposal that does not meet the subconsulting goals established for this program must file HRC Form 2B, accompanied by documentation of compelling good faith efforts made to meet the subconsulting goals. The HRC website provides a printable copy of HRC Form 2B and a description of "good faith efforts". Filing HRC Form 2B does not guarantee that the subcontracting goals will be waived. The factors that the HRC will consider in reviewing HRC Form 2B submittals are set forth in S.F. Administrative Code §12D.A.17(G).

Each person responding to this solicitation shall demonstrate in its response that it has used good-faith efforts to employ MBE and WBE subconsultants, and shall identify the particular MBE and WBE subconsultants to be used in performing the contract. For each MBE/WBE identified as a subconsultant, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal.

MBE/WBEs identified as subconsultants must be certified with the San Francisco Human Rights Commission by the proposal due date, and must be contacted by the proposer (prime consultant) prior to listing them as subconsultants in the proposal. Additionally, sub consultants should not enter into any agreement that limits their ability to be listed or utilized by more than one proposer. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

Proposals submitted in response to this RFP that fail to comply with the material requirements of S.F. Administrative Code §12D.A.17 and the RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of MBE/WBE sub consultant participation specified in the contract shall be deemed a material breach of contract. Sub consulting goals can only be met with HRC-certified MBEs and/or WBEs located in San Francisco.

At the time the Contract is executed, the Qualified Proposer in question must have been certified by the City's Human Rights Commission (HRC) to be in compliance with Chapter 12B of the San Francisco Administrative Code.

In order to obtain this certification, Proposers must submit in a sealed envelope, the following with the proposal:

- One (1) original and two (2) copies of Form HRC-12B-101 (Chapter 12B: Nondiscrimination in Contracts and Benefits).
- One (1) original and two (2) copies of Form HRC-12B-102 (Reasonable Measures Affidavit).
- One (1) original and two (2) copies of Form HRC-12B-103 (Substantial Compliance Authorization Form).

Questions concerning HRC certification requirements and affirmative action goals (12D) should be directed to Diana Rathbone of the City's Human Rights Commission at 415/554-3100, or fax 415/554-3107. Required information and forms are attached in Exhibit B. You may also consult the HRC website at <http://www.ci.sf.ca.us/sfhumanrights/>.

### **MBE, WBE and LBE Participation**

The City strongly encourages proposals from qualified MBEs, WBEs and LBEs. Pursuant to Chapter 12D.A, the following rating discount will be in effect for the award of this project for any proposers who are certified by HRC as an MBE, WBE or LBE, or joint venture partners who are certified as an MBE or WBE by the proposal due date. Certification applications may be obtained by calling HRC at 415-252-2500 or by visiting their website. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. A 5% discount to:
  - An LBE; or
  - A joint venture with a local MBE or local WBE participation that equals or exceeds 35%, but is under 40%; or
  - Where a joint venture is composed of only local businesses with no local MBE or WBE participation or where the local MBE or local WBE participation is less than 35%.
- b. A 7.5% discount to a joint venture with local MBE and WBE participation that equals or exceeds 40%.
- c. A 10% discount to:
  - A local MBE or local WBE; or
  - A joint venture between or among local MBEs or local WBEs.

### **Provision of Equal Benefits**

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. All proposing firms must be certified by the San Francisco Human Rights Commission (HRC) as being in compliance with Chapter 12B. The HRC has developed rules of procedure and

various resource materials explaining the equal benefits program. These materials are available by calling the HRC Equal Benefits Section at (415) 252-2500 or by visiting the HRC website.

### **Insurance Requirements**

The Consultant(s) will be required to maintain in force, during the full term of any agreement, insurance in the following amounts and coverage:

1. Worker's Compensation Insurance, including Employer's Liability limits not less than \$1,000,000 per occurrence or satisfactory evidence of self-insurance.
2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability and Personal Injury.
3. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable.
4. Professional liability insurance with limits not less than \$5,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement and any deductible not to exceed \$50,000 each claim.

General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

1. Name as Additional Insured the City and County of San Francisco, and its Officers, Agents and Employees.
2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of the agreement, and that such insurance applies separately to each insured against whom claim is made or suit is brought.
3. All policies and bonds shall be endorsed to provide thirty (30) days advance written notice to the City of cancellation, non-renewal or reduction in coverage.
4. Should any of the required insurance be provided under a claims-made form, the Consultant(s) shall maintain such coverage continuously throughout the term of this agreement, and without lapse, for a period of three (3) years beyond the agreement expiration, to the effect that, should occurrences during the contact term give rise to claims made after expiration of the agreement, such claims shall be covered by such claims-made policies.
5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

6. Certificate of insurance, in form and with insurers satisfactory to the City, evidencing all coverage above shall be furnished to the City at the above address before commencing operations under any Consultant(s) agreement, with complete copies of policies delivered promptly upon City request.
7. Approval of the insurance by the City shall not relieve or decrease the liability of the Consultant(s) under the agreement.
8. Any and all agreements for Consultant(s) services shall terminate immediately, without notice to the Consultant(s), upon any lapse of required insurance or bonded coverage.

### **Other City Requirements**

#### 1. Standard Contract

Successful proposers will be required to enter into an agreement substantially in the form provided in Exhibit A of this RFP. Proposers should indicate their willingness to enter into this agreement. Failure to timely execute the agreement, or to furnish any and all certificates, bonds, or other materials required in the agreement, shall be deemed an abandonment of an agreement offer. The SFPUC, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of the Minimum Compensation, the Earned Income Credit and Health Care Accountability Ordinance, as set forth in paragraphs 2, 3 and 4 below.

It is important to periodically check the City web site for RFP updates and/or changes to the RFP: [www.sfgov.org/oca](http://www.sfgov.org/oca). Click on "Purchasing", then "Bids & Contracts", then "Consultants & Professional Services." The SEP RFP will be on the list.

#### 2. Minimum Compensation Ordinance for Employees (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires consultant to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation as well as paid and unpaid time off that meet certain minimum requirements. Currently, the hourly gross compensation is \$10.25 an hour.

Note that the gross hourly compensation for covered employees increased to \$10.00 for For-Profit entities on January 1, 2002, and increases 2.5% annually thereafter for 3 years.

For Nonprofit entities and public entities, this increase is required only if the City makes the finding required by Section 12P.3(a)(ii) of the San Francisco Administrative Code. Nonprofit entities responding to this competitive

solicitation, should submit two (2) prices with one (1) assuming that the increases will go into effect and one (1) assuming that they will not. The City will consider both price quotes in evaluating the proposal.

Additional information regarding the MCO is available on the web at [www.sfgov.org/mco](http://www.sfgov.org/mco).

### 3. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below.

- a. Consultant shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within 30 days following the date on which this Agreement becomes effective (unless Consultant has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Consultant; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Consultant of the terms of this Agreement. If, within 30 days after Consultant receives written notice of such a breach, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- c. Any Subcontract entered into by Consultant shall require the sub consultant to comply, as to the sub consultant's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the S.F. Administrative Code.

### 4. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative code, or go to [www.sfgov.org/purchase/hcao.htm](http://www.sfgov.org/purchase/hcao.htm) to determine its compliance obligations under this chapter.

### 5. Proposer's Obligations Under the Campaign Reform Ordinance

Proposers must comply with Section 16.510-2 of the S.F. Administrative Code, which states:

Firms interested in participating in this RFP are advised that they are required to comply with state and local laws governing conflict of interest. The Political Reform Act, Government Code Section 81000, et seq. prohibits a public official from making or participating in any decision in which he or she has a financial interest. An individual has a financial interest in a decision if it will have material affect on a source of income to the individual. Source of income includes the individual's community property interest in the spouse's salary or income of a dependent child. Additionally, Government Code Section 1090 prohibits an interested public official from participating in the making of an agreement in which the official is financially interested. The City's Charter has provisions that largely parallel these state law provisions.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign;
- a candidate for that officer's office; and
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a consultant approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential consultant about a contract. The negotiation period ends when a contract is awarded or not awarded to the consultant. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a consultant to propose that the consultant apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Persons who knowingly or willfully violate section 16.510-2 are subject to a fine of up to \$500 and a jail term of six months, or both. [S.F. Administrative Code Section 16.515(a)] Persons who negligently violate section 16.510-2 are subject to a civil penalty of up to \$500. [S.F. Administrative Code Section 16.515(b)] for further information, proposers should contact the San Francisco Ethics Commission at (415) 554-9510.

6. *The offer shall be signed by the offeror*

An unsigned or improperly signed proposal will be rejected. An offer may be signed by an agent of the offeror if he/she is properly authorized by a power of attorney or equivalent document submitted to the City prior to the submission of the offer or with the offer to bind the proposer to the proposal.

The offer may be modified after its submission by withdrawing and resubmitting the proposal prior to the time and date specified for offer

submission. Modification offered in any other manner, oral or written, will not be considered.

An offeror may withdraw his/or offer by submitting a written request for its withdrawal to the City, signed by the bidder of an agency authorized in accordance with the first paragraph above. The offeror may, therefore, submit a new offer prior to the offer submission time.

All offers submitted may be subject to negotiation by the City prior to an award of contract.

7. *Sunshine Ordinance*

In accordance with S.F. Administrative Code Section 67.24(e), proposers' bids, responses to RFP's and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

8. *Public Access to Meetings and Records*

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with the reporting requirements of that Chapter. The Proposer must include in its Proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

9. *Business Tax Registration*: In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the successful proposer unless business tax registration fees are paid in full by the time the agreement is awarded. Tax Collector's office (415-554-4470). Each successful proposer must provide a taxpayer ID. If not previously filed, an IRS Form W-9 must be submitted either by fax or mail to:

*Purchasing Department*

*City Hall, Room 430  
San Francisco, CA 94102-4685  
(fax) 415/554-4337*



**Exhibit A**  
**Sample Design Build Agreement**

Request a hard copy or electronic files on CD-ROM by e-mail to [rfp@sfgwater.org](mailto:rfp@sfgwater.org) or contact Connie Chang at (415) 554-3497.

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## **Exhibit B HRC Forms & Agreement**

Separate electronic files posted on the website.

Form1013.doc

Quick Reference Guide to Chapter 12B (Equal Benefits) Compliance.doc

P\_25a.doc

Business Tax Registration.doc

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**Exhibit C  
Firm Cost Proposal**

<b>COST ITEM</b>	
<b>Labor</b>	
Design/Engineering	\$
Roof inspections and Audit	\$
Installation	\$
Startup and Acceptance Test	\$
On-Site Training	\$
<i>Subtotal Labor \$ _____</i>	<b>\$</b>
<b>Material Costs</b> (delivered price, including applicable taxes)	
PV panels	\$
Inverters	\$
List Other Major Components	\$
"	\$
"	\$
Remaining Balance of System Components	\$
Spare parts and touch-up paint	\$
Roofing Costs	\$
Other Building Materials	\$
<b><i>Subtotal Material \$ _____</i></b>	<b>\$</b>
<b><i>Subtotal Labor &amp; Material Costs</i></b>	<b>\$</b>
<b>MISCELLANEOUS COSTS</b>	
Utility interconnection costs	\$
Monitoring system costs	\$
Transaction and other costs	\$
Documentation	\$
Warranties	\$
Bonds	\$

<b>OTHER COSTS (SPECIFY BELOW)</b>	
<b><u>Total Price</u></b> (not to exceed)	\$

System DC Capacity Measured at the inverter Input	_____KW
System AC Capacity (480V, 3-phase) (Measured at Delivery Point to Revenue Meter)	_____KW
<b>GUARANTEED SYSTEM AC OUTPUT</b> AS CONFIGURED AND INSTALLED FOR THE FIRST FIVE (5) YEARS OF OPERATION IN KILOWATT-HOURS (SECTION IV, 3.1): (Measured at Delivery Point to Revenue Meter)	_____KW hours

## **Exhibit D Site Plan**

Request a hard copy or electronic files on CD-ROM by e-mail to [rfp@sfgwater.org](mailto:rfp@sfgwater.org) or contact Connie Chang at (415) 554-3497.

Exhibit D – SEP Site Plan-pg1.pdf

Exhibit D – SEP Site Plan-pg2.pdf

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**Exhibit E  
Site Photographs**



Buildings 040 and 041



Rooftop of Building 40



Primary Power Switching station near Bldg. 42



Substation 4A, near the Emergency Generator Bldg.

**Exhibit F**  
**Site Electrical Single-Line Diagram**

Request a hard copy or electronic files on CD-ROM by e-mail to [rfp@sfwater.org](mailto:rfp@sfwater.org) or contact Connie Chang at (415) 554-3497.

Exhibit F – Site Single Line (03179).dwg

Exhibit F – Site Single Line.pdf

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**Exhibit G**  
**SEP Site Electrical Load Summary**

Historic Data (Yr 2000 used as base year)			
	Yr 1998 Data	Yr 1999 Data	Yr 2000 Data
Annual maximum demand (kW)	5,962	5,664	5,693
Peak Demand {monthly average} (kW)			
Maximum demand	5,227	5,270	5,012
Summer peak	4,853	4,971	4,925
Summer part-peak	4,829	5,055	4,946
Winter part-peak	5,488	5,381	5,054
Average Demand (kW)			
Summer peak	4,308	4,091	3,973
Summer part-peak	4,316	4,088	4,195
Summer off-peak	4,156	4,102	4,216
Winter part-peak	4,785	4,718	4,378
Winter off-peak	4,658	4,447	4,361
Annual Average	4,458	4,321	4,267
Energy Consumption (kWh)			
Summer peak	3,334,306	3,166,711	3,074,919
Summer part-peak	3,897,286	3,691,129	3,787,803
Summer off-peak	11,383,711	11,236,496	11,546,544
Winter part-peak	7,714,119	7,605,837	7,057,207
Winter off-peak	12,725,787	12,149,786	11,913,760
Total	39,055,209	37,849,957	37,380,232

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**Exhibit H  
Site Solar Data**

Separate electronic file posted on website.

Exhibit H – Site Solar Data.xls

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## **Exhibit I Minimum Technical, Installation, and Interconnection Requirements**

The minimum technical requirements are:

- The power must be provided at 60-Hertz, AC at 480-volt, 3-phase.
- The system must include all hardware needed for the solar PV.
- All systems must be installed in accordance with all applicable requirements of local electrical codes and the National Electrical Code (NEC), including but not limited to Article 690.
- Systems must be designed and installed using UL or ETL listed components.
- Inverters must comply with the following requirements:
  - IEEE 929-2000, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"; and
  - UL Subject 1741, "Standard for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems"
  - PG&E Rule 21- Generating Facility Interconnections
- Other codes that will apply include:
  - AMSE PTC 50 (solar PV performance)
  - ANSI Z21.83 (solar PV performance and safety)
  - NFPA 853 (solar PVs near buildings)
  - NFPA 70 (electrical components)
  - NFPA 820 (Standard for Fire Protection in Wastewater Treatment and Collection facilities, 1999 Edition)
  - UL 1741 (inverters and controllers)
  - IEEE 1547 (interconnections)

In addition, the system must adhere to all applicable codes and regulations including but not limited to the following:

- OSHA Requirements
- Uniform Building Codes
- Local and State Building Codes
- ANSI/IEEE 519 1992 Guide for Harmonic Control of Static Power Controllers: inverter requirement

Due to the specialized architecture, function, and operation of the SEP, the Contractor will need to carefully consider and coordinate the design and work so not to interfere or effect the function and operations of the waste water treatment facility.

The PV system shall be configured such that its power output shall be not be curtailed from useful delivery to the SEP.

All system components, wiring, conduit, and connections must be rated for exterior installation, and suitable for the working environment of the SEP. Inverters, combiner boxes, transformers, and major components shall be housed in all-weather enclosures suitable for exterior location and suitable for the working environment of the SEP. All conduits shall be rigid galvanized steel and all wire shall be copper.

One total system utility-grade revenue Time of Use (TOU) kWh meter must be installed to measure the AC output of the inverter at the delivery point to the SEP electrical system. This meter should be located in close proximity to the existing billing meter if at all possible and in a location accessible to utility personnel. The meter shall have dial up capability and shall be acceptable to HHWP.

All structures, including array structures, shall be designed to resist dead, live, plus wind and seismic loads for the area. Systems must be able to withstand maximum wind speeds recorded in the Southeast Plant region or at least 80-MPH, which ever is the greater speed. Thermal loads caused by expected fluctuations of component and ambient temperatures must be combined with all the above load combinations. Structural adequacy of buildings, roofs, or structures impacted by the addition of the PV system, shall be the responsibility of the contractor.

All structural components, including array structures, shall be painted, coated, or otherwise protected in a manner commensurate with the minimum 30-year design life, and the waste water treatment plant environment. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals such as aluminum and steel. All fasteners shall be stainless steel. Because the photovoltaic system will most likely outlast the roofing materials, the structural installation design should provide for easy and cost-effective repair/replacement of the roof under the photovoltaic system.

Roof penetrations (if any) must be waterproofed, and the respondent must provide at least a 10-year warranty against water leakage. Collaboration with the roofing professional responsible for the roof's warranty at the facility may be necessary.

As part of the project the Contractor shall upon initiation of the project conduct a roof audit and a roof test that will adequately demonstrate the current condition of the roof. City will be responsible for costs of any necessary repairs. Contractor shall be responsible for any damage or wear resulting from installation and construction of the project, and shall demonstrate roof integrity has not been compromised. Contractor shall also include in the project provisions to protect the roof during routine maintenance and wash downs so that roof will be suitable for such activities. This will be achieved by providing necessary roof modifications to establish permanent walk paths.

Systems must be designed to have minimum maintenance requirements and high reliability, to have a minimum 30-year design life, and to be designed for normal unattended operation.

The Contractor will provide system performance meters and meter housings for each system. Respondents will be required to demonstrate that the installed system meets the output performance standards.

System shall be supplied with all special and non-standard tools required for erection, operation, and maintenance. Spare parts shall be provided as would be reasonably be expected to assure fast recovery during the first 5 years of operation and shall include, but shall not be less than 3 of each type of lamp, switch, connector, and fuses provided, 2 extra PV panels of each type provided, 1 relay of each type provided, and back up programming. Contractor shall also provide a list of recommended spare parts. All spares shall be suitably packaged and marked for long term storage. Provide touch up paint.

All modifications to existing facilities and structures as necessary for the addition of the PV System to the SEP shall be included in the Contractor's scope of supply, and included in the contract price. All required modifications or additions to the facility shall follow strict code compliance, paying particular attention to safety. No conduits or equipment placements or building alterations, which affect the exterior appearance of buildings, walls, or facilities, will be allowed unless approved by the City. A wash down hose bib/s and all required safety equipment will be provided. The appearance of buildings and facilities shall be maintained and aesthetic treatment where necessary will be provided.

Provide interface and connect to SEP Plant DCS System conforming to the following requirements. Provide the following compatible hard wired signals to the SEP DCS: PV system ON, General Alarm and Trouble Status, Electrical disconnect device (circuit breaker, etc.) and/or primary protective device Open/Close/Trip status and KW (analog signal). The DCS inputs require the following interface: Discrete

Signals: Dry contact; Analog Signals: 4-20ma DC. Local DCS control panels, Distributed Control Units (DCUs), are located in the Building 043 Control room and the Building 042 MCC room and are designated DCU-043 and DCU-042, respectively. These DCUs house the control and communication processors and the signal input and output modules. Provide all conduit and wiring and connect the above signals to the DCU input modules. If there are not sufficient spare inputs in the DCUs, then provide required input modules. Obtain the services of a qualified Foxboro technician to install the modules and perform the required the system configuration. The DCS displays, alarms, etc will be configured by WPCD staff.

Provide interface and connect to SEP Energy Management System (Cutler-Hammer PowerNet) conforming to the following requirements. Provide and install a PowerNet IQ DP-4000 metering device with a communication card to interface with the SEP PowerNet Energy Monitoring and Management System which will be installed this year. PowerNet local device network cabling will be provided (though not network connected) from junction boxes in the main local device cable run to junction boxes in Building 043 Control room and Building 042 MCC room for future meter installations. Extend these cables to the PV control panels and connect to the new DP-4000 meters installed therein. Splice the other end of the cable to the main PowerNet local device main cable run. Obtain the services of a qualified Cutler-Hammer PowerNet technician to configure the new meters and the required PowerNet system configuration.

Safety interlocks to disconnect PV system from plant upon PG&E power failure or partial facility power loss to the facility with the PV system.

## **Exhibit J Warranty**

- 1 The Contractor warrants that the work performed and the equipment and material furnished and installed and commissioned pursuant to the Contract shall be of the quality specified or of the grade or industry standard if no quality is specified, and shall conform in all ways to the specification, drawings, samples and other descriptions, if any, set forth in the Contract Documents.

### 5-yr Complete System Warranty

The Contractor warrants the complete installed and operational system including all equipment and materials furnished and all work performed by the Contractor under the Contract against defective design, materials, workings a period of five (5) year after successful acceptance tests.

### 25-year PV Panel Warranty

The Contractor warrants the complete installed and operational PV panel systems including all materials furnished and all work performed by the Contractor under the Contract against defective design, materials, workings and latent defects for a period of twenty-five (25) year after successful acceptance tests.

### 10-year Roof and Building Penetration Warranty

The Contractor warrants the complete installed and operational roof and building penetrations including all materials furnished and all work performed by the Contractor under the Contract against defective design, materials, workmanship and latent defects for a period of ten (10) year after successful acceptance tests.

### 5-Year Complete and Operational Power Capacity Warranty

The Contractor warrants the complete installed and operation system power output and capacity shall meet or exceed the specified power output and capacity, less allowed degradation including all equipment and materials furnished and all work performed by the Contractor under the Contract against defective design, materials, for a period of five (5) year after successful acceptance tests.

### 25-year PV Panel Operation and Degradation Warranty

The Contractor warrants the complete installed and operational PV panel systems to remain operational, and to produce not less than 90% of the specified output in the first 10 years and not less than 80% out put in the second 10 years, or pursuant to an accepted degradation curve if greater output is offered, or according to the PV panel manufacturers publicly preprinted warranty or performance data if greater output is offered,

measured at the input to the inverter(s) including all materials furnished and all work performed by the Contractor under the Contract against defective design, materials, workings and latent defects for a period of twenty-five (25) year after successful acceptance tests.

2. The terms and conditions related to warranties and guarantees shall be in accordance to those per attached Sample Design Build Agreement found in Exhibit A.