



REQUEST FOR QUALIFICATIONS

The Yuma County Board of Supervisors
invites the submittal of a Statement of Qualifications for:

DESIGN/BUILD SERVICES

Photovoltaic Electric Generation System Project (YC2019-01)

Responses will be received at the
Yuma County
Administrative Offices
198 Main Street, Yuma, AZ
(Lobby)

Please refer to Attachments A and B for procurement schedule activities

For inquiries regarding this Request for Qualifications (RFQ) contact the Yuma County
Facilities Management Department
(928) 817-5100

This is a notice of a procurement process that may result in an award;
however, it is not intended as and should not be construed as an offer to contract.

May 16, 2019

YUMA COUNTY

NOTICE OF REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Yuma County as follows:

RFQ NUMBER: YC2019-01

ITEM: **Photovoltaic Electric Generation Systems (Project)**

Specifications and proposal packets are available upon request or on the Yuma County web site at <https://www.yumacountyaz.gov/i-want-to/view-request-for-proposals>. For any questions regarding the Project, contact Yuma County Facilities Management David E. Hylland, Director by telephone (928) 817-5100 or by email at David.Hylland@yumacountyaz.gov.

Proposals shall be opened and the names of the Proposers publicly read in the Board of Supervisors Auditorium located at 198 S. Main, Yuma, AZ. Details of each proposal will **not** be announced at the time of opening. **Sealed SOQs will be received until 11:00 A.M. LOCAL TIME, MAY 16, 2019**, at the Yuma County Administration offices located at 198 Main Street (lobby), Yuma, AZ. SOQs shall be time and date stamped upon receipt by the Owner. Time of SOQ arrival will be recorded from the Owner's clock. Such information shall be made public after all negotiations are completed and an award made by the Board. Award shall be made with reasonable promptness by giving written notice to the Proposer whose proposal best conforms to the invitation and will be the most advantageous to Yuma County. Other factors to be considered may include, but are not limited to, quality, uniformity of product, and Proposer's past performance on other contracts. Award may be made to other than the lowest cost proposal. However, all proposals may be rejected if the Board of Supervisors determines that rejection is in the public interest.

As an alternative to a pre-proposal meeting, Yuma County is offering the opportunity to visit the sites included as part of the Project. Prospective proposers can schedule site visits between April 29 and May 3, 2019 through Yuma County Facilities Management. Please contact Facilities Management Director David Hylland at (928) 817-5100 or David.Hylland@yumacountyaz.gov to schedule a site visit.

YUMA COUNTY FACILITIES MANAGEMENT

By: /s/ David E. Hylland, Director

Published: April 28 & May 5, 2019
Yuma Daily Sun

INSTRUCTIONS TO PROPOSERS

1. **PROPOSALS SHALL BE SUBMITTED WITH ONE ORIGINAL AND SIX COPIES AND an electronic copy of the proposal on a flash drive.** In submitting Proposals, please reference the serial Proposal number on the envelope/package for the purpose of identification. **All Proposals shall be submitted with original ink signatures by the person authorized to sign.**
2. Proposals shall be delivered to and time stamped by the Clerk of the Board of Supervisors, 198 S. Main Street, Yuma, AZ 85364, on or before the day and hour set for the opening of Proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and number of the RFQ and the name of the Proposer. It is the sole responsibility of the Proposer to see that his/her Proposal is received at the proper time. Neither electronic nor “faxed” proposals shall be accepted.
3. Erasures, interlineations or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal.
4. In the case of errors in extension of prices in Proposal, the unit price will govern.
5. Expensive displays, bindings, or promotional materials are neither required nor desired. E
6. Any Proposer may withdraw his/her Proposal, either personally or by written request, including by email with an original, signed notice attached, at any time prior to the closing time for receipt of Proposals. Telegraphic, “faxed”, or mailgram withdrawals will not be considered a valid form of withdrawal.
7. All amendments to Proposals must be signed and returned to the Clerk of the Board of Supervisors with the Proposal on the specified due date and time.
8. Proposals will be opened and read in the meeting room of the Board of Supervisors at the time indicated in the notice. Details of each proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.
9. Proposals received after the scheduled closing time for receipt of Proposals will be returned, unopened, to the Proposer.
10. Per A.R.S. §11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be the most advantageous to the County with respect to price, conformity to Scope of Work, and other factors.
11. All Proposals may be rejected if the Board determines that rejection is in the public interest.
12. The County reserves the right to waive any informalities in accepting and evaluating Proposals.

13. If a person contemplating a Proposal for a proposed contract is in doubt as to the true meaning of any part of the Proposal documents or finds discrepancies in or omissions from said documents, he/she shall submit to the Yuma County Compliance Officer a written request for an interpretation or correction thereof. The request can be transmitted via email as an attachment as long as an original signature is on the request. The person submitting the request shall be responsible for its prompt delivery.
14. It is the responsibility of all Proposers to examine the entire set of Proposal documents, to seek clarification of any item or requirement, and to check all responses for accuracy prior to submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
15. ***The County will respond to Scope of Work questions that are received by 5:00 p.m. May 4, 2019.*** Any interpretation or correction of the proposed documents will be made only by addendum and distributed by the County. A copy of such addendum will be emailed to all who are known to have received a set of Proposal documents. Yuma County is not responsible for any other explanations or interpretations of the proposed documents. Each Proposer may ascertain receipt of all addenda issued by telephoning or sending an email request to the Yuma County Compliance Officer. Proposer shall acknowledge all addenda in accordance with the instructions on the Proposal.
16. Failure on the part of the Proposer to comply with all of these instructions may result in Proposal rejection by the Board of Supervisors.
17. All Proposal prices shall be guaranteed by the Proposer to remain unchanged for a period of one hundred and twenty (120) days from the date of the Proposal opening.
18. The Proposal specifications shall take precedence in any situation where the instructions to Proposer and the Proposal specifications are contradictory.
19. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE) which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and proposal prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
20. All Proposers shall complete the attached Disclosure of Responsibility Statement and the Non-Collusion Affidavit. Failure to do so may result in rejection of that proposal.
21. Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:
 - a. Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.
 - b. Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in

providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

c. Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Yuma, Arizona, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

22. All known subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party to such subcontract or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the Independent Contractor.
23. The Proposer shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County, including Occupational Safety and Health Act guidelines.
24. Yuma County's purchasing policy is in accordance with ARS §11-254.01 and can be viewed at <https://www.yumacountyaz.gov/government/financial-services/links>
25. Any Proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures, or any portion of the RFQ must submit a written protest to the Yuma County Compliance Officer prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. A complete description of the protest procedures may be found in the County Purchasing Policy located on the County's web site at <https://www.yumacountyaz.gov/government/financial-services/links>
26. If the County is unable to successfully negotiate a contract with the highest rated Proposer, the County may begin negotiations with the next highest rated proposal, cancel that RFQ and re-solicit, or completely cancel the RFQ.

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH
IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of material and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

9. To the extent applicable under A.R.S. §41-4401, Proposer and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). Proposer or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the County.
10. All parties hereto acknowledge that this agreement is subject to cancellation by the Licensee pursuant to the provisions of Section §38-511, Arizona Revised Statutes.
11. The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Yuma County.

12. NON-COLLUSION/FRAUD:

Proposer warrants and certifies that neither Proposer nor its employees or associates has contacted any unauthorized County employee, officer, or elected official regarding the contents of this solicitation or the solicitation process. Proposer further warrants and certifies that neither Proposer nor its employees or associates has directly or indirectly entered into any agreement, or participated in any collusion in response to this solicitation.

13. NOTICE OF INTENT TO ENTER CONTRACT

By submitting a quote, Proposer certifies that:

1. It is under no legal prohibition in contracting with the County; and
2. It has no known, undisclosed conflicts of interest; and
3. Neither Proposer nor its employees or associates has directly or indirectly entered into any agreement, or participated in any collusion in response to this solicitation; and
4. It has read, understood and is in compliance with the specifications, terms and conditions of this Request for Qualifications; and
5. It will accept the terms and conditions in the resulting contract if awarded to Proposer by the County; and
6. If awarded the contract for photovoltaic electric generation systems, Proposer shall provide the certificates of insurance and other required documents, and commence the contract services within ten (10) working days of notice from the County.

I, _____, as _____
Name of Individual Title & Authority

Of _____, declare under oath that
Company Name

The above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20 ____ by _____ representing him/herself to be
_____ of the company named herein.

Notary Public

My Commission Expires

YC2019-001
Photovoltaic Electric Generation Systems

1.0 PROJECT DESCRIPTION

Yuma County is seeking a qualified business to provide cost competitive electricity generating photovoltaic systems that function as covered parking at multiple County buildings and properties. Proposals are requested from qualified businesses for the financing, design, construction, operation and maintenance of photovoltaic electric generation systems on County-owned property. For two sites, a covered parking option may not be possible, so the Proposer is asked to provide a photovoltaic electric generation system option for the sites. These sites are identified separately in the list included in Table 2 below.

Proposers must demonstrate the ability and financial capacity to perform the work described in the Scope of Work set forth in this request for qualifications (RFQ) and have significant experience successfully performing comparable work.

2.0 PROGRAM OBJECTIVES

The County is looking for covered parking photovoltaic electric generation system options at nine (9) building sites located throughout the county as listed in Table 2 below and described in more detail in Attachment A. For sites #10 and #11, a covered parking option may not be possible, so the Proposer is asked to provide a photovoltaic electric generation system option for the sites. The Development Services, Juvenile Justice Center, Public Works, and Adult Probation sites may include a battery storage component that will connect to the Arizona Public Service transmission system, so accommodations for that connection should be considered.

Proposer will be responsible for the peer review of design and engineering, construction, operation, and maintenance of all facets and components of the Project as described in this RFQ. The scope of services requested in this RFQ shall include, but not be limited to, obtaining all applicable permits and approvals from governmental authorities that have jurisdiction over the project, including interconnection of the Project; and provision of all labor, services, and equipment necessary to procure, install, construct, test, commission, monitor, operate, and maintain a fully operational photovoltaic electric generation facilities for select sites for not less than twenty (20) continuous years.

Each Proposal will be subject to an evaluation by a Selection Committee as designated by the County. The County will give favorable consideration to submittals that demonstrate the following characteristics, not necessarily listed in the order of importance:

- Indicative, competitive pricing structures beneficial to the County in offsetting its current costs for electricity.
- Successful experience developing, engineering, constructing, operating and maintaining Net Energy Metering projects in Arizona.
- Successful experience processing generation interconnection projects with Arizona Public Service, including the integration of battery storage at the Development Services, Juvenile Justice, Public Works, and Adult Probation sites.

- Demonstrate strong financial and technical capability to complete the proposed Project.
- Demonstrate Proposer is licensed and insured as required to provide the services, materials, and/or equipment that would comprise the solar generation facilities.
- Provision of tangible ancillary benefits to Yuma County, its employees, and its customers.

This RFQ does not commit the County to the award of a contract or contracts, nor to pay any cost incurred in the preparation and submission of proposals in anticipation of a contract.

3.0 BACKGROUND

The County is devoted to enhancing the quality of life of our employees, citizens, as well as the many visitors to Yuma County offices.

The County has identified the following eleven (11) potential locations for possible covered parking solar photovoltaic systems (Table 2). Sites are owned by Yuma County and the Yuma County Library, Jail, and Health Districts. Specific areas for covered parking solar placement are provided in Table 2 below.

Table 2: Yuma County Potential System Sites

Site Number	Site Address
#1	Yuma County Main Library 2951 S. 21st Drive Yuma, AZ 85364
#2	San Luis Library 1075 N. 6th Ave. San Luis, AZ 85349
#3	Juvenile Justice Center 2440 W 28th Street Yuma, AZ 85364
#4	Health Services District 2200 W 28th St # 137 Yuma, AZ 85364
#5	Foothills Library 13226 E. South Frontage Rd. Yuma, AZ 85367
#6	Adult Probation 405 S Main Street Yuma, AZ 85364
#7	Development Services 2351 W 26th Street Yuma, AZ 85364
#8	Public Works 4343 S. Ave 5½E Yuma, AZ 85365

#9	Jail District Annex 149 S. 3rd Avenue Yuma, AZ 85364
#10	Adult Detention Center 200 W. Court Street Yuma, AZ 85364 This site has no predesignated area for a photovoltaic electrical generation solution. Proposers are asked to provide a possible solution for this site.
#11	Yuma County Justice Center 250 W. 2 nd Street Yuma, AZ 85364 This site has no predesignated area for a photovoltaic electrical generation solution. Proposers are asked to provide a possible solution for this site.

The system must also be designed to allow for the addition of future sites. The County has not conducted a structural analysis of the potential system sites listed above; therefore the County does not warrant the condition of these sites. **The Proposer shall bear the responsibility of verifying the structural integrity of potential system sites.**

Electrical and Site Plans for County locations may be viewed and downloaded from the following link:

<https://www.yumacountyaz.gov/government/general-services>

4.0 MINIMUM REQUIREMENTS

Each Proposal will be subject to an evaluation by a Selection Committee as designated by the County. The County will give favorable consideration to submittals that demonstrate the following characteristics, not necessarily listed in the order of importance:

- Indicative, competitive pricing structures beneficial to the County in offsetting its current costs for electricity.
- Successful experience developing, engineering, constructing, operating and maintaining covered parking solar generation projects in Arizona.
- Successful experience processing generation interconnection projects through the Arizona Public Service’s distributed generation interconnection processes.
- Demonstrate strong financial and technical capability to complete the proposed Project.
- Demonstrate Proposer is licensed and insured as required to provide the services, materials, and/or equipment that would comprise the solar generating facility.
- Provision of tangible ancillary benefits to Yuma County, its employees, and its customers.

Due to an anticipated large number of firms responding to this RFQ, the County will initially review the proposal responses to determine which ones are both responsive and responsible under the minimum requirements identified below, on a “Pass/Fail” basis. Proposers must receive a “Pass” review for each of the identified minimum requirements in order to be considered as a viable Proposer.

- a) Demonstrated experience engineering and designing covered parking photovoltaic electric generation systems of similar size and the ability to maintain and operate such systems as contemplated in this RFQ.

- b) Description of the operations and maintenance costs for a typical covered parking photovoltaic electric generation project, including replacement and repairs within and outside the warranty period.
- c) Provide the expected useful life span of the photovoltaic panels and inverters and the contingencies for upgrading technology during and after those periods. Describe how your company ensures that the solar panels and inverters are the most current technology. Describe the company's expectations for electricity generation and solar cell efficiency for the installed systems throughout its life span.
- d) Demonstrated experience with engineering and designing electrical interconnection facilities for covered parking photovoltaic electric generation systems.
- e) Demonstrated experience with engineering and designing metering and meter data acquisition and presentation systems and knowledge of integrating with facility Energy Management Systems.
- f) Demonstrated ability to secure financing and bonding capacity for the completion of this project.
- g) Demonstrate that the Proposer has installed at least one of the following systems: ground mounted photovoltaic array, parking canopy system, all 100kWdc or greater, in the last five years.
- h) Detailed experience with installing covered parking photovoltaic electric generation systems in Arizona.
- i) Demonstrate that the Proposer possesses the appropriate contractor's license for the installation of photovoltaic electric generation systems.
- j) Demonstrated ability to control the following aspects of project management:
 - 1) Quality of work
 - 2) Communication between Project Lead and the County
 - 3) Inspections
 - 4) Safety
 - 5) Testing
 - 6) Implementation
 - 7) Risk Identification and Mitigation
 - 8) Follow-up inspections and warranty work
 - 9) Support after Yuma County acceptance of the project.
 - 10) Provide financial considerations related to utility rate escalation percentages and guaranteed savings.
- k) Provide Workers Compensation Experience Modification Rate (EMR) for the three most recent years.

5.0 SCOPE OF WORK

The Proposal must provide for complete, cost effective photovoltaic energy systems including financing, design, engineering, procurement, installation, operation and maintenance, utility coordination and interconnect agreement, utility pre-application for photovoltaic system (grid-tied) production based incentive reservation application, including all labor and materials and any temporary or interim facilities required to maintain essential existing functions in operation for a minimum of twenty (20) years. The awarded Proposer will be entitled to all eligible tax credits and incentives and is expected to factor those tax credits and rebates into the proposed pricing.

5.1 Site Assessments

The successful vendor shall identify an appropriate location for the solar photovoltaic inverter equipment and its related components and environmental control systems that will meet the following criteria:

- Ease of maintenance and monitoring
- Efficient operation
- Low operating losses
- Secured location and hardware
- Compatibility with existing facilities
- Avoidance of flood-prone areas
- Visual harmony

The Proposer is responsible for ascertaining relevant site conditions and making its own findings as to site conditions and appropriate system size during site visits based on the general site information in Exhibit A. The integration of the onsite solar systems with the other power sources for the site will be the responsibility of the selected Proposer.

5.2 Commissioning and Acceptance Test

During the start-up, the County shall observe and verify each system's performance. Required commissioning and acceptance test services include:

- Starting up the covered parking solar generation systems until it achieves the performance requirements of the qualifying management service agreement.
- Starting up the mechanical solar systems until it achieves the performance requirements of the qualifying management service agreement.
- Conducting the successful delivery of power or heating BTUs within thirty days following completion of a system.

5.3 Design

The Proposer shall design/engineer photovoltaic electric generation systems to maximize the solar energy resources at each County site, taking into consideration the facility's electrical demand and load patterns, proposed installation sites, available solar resources, installation costs, and other relevant factors. The Proposer will also provide design considerations for battery storage at the following sites: Development Services, Juvenile Justice Center, Public Works, and Adult Probation.

5.4 Installation

The successful Proposer shall secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the County. The successful Proposer shall supply all equipment, materials, and labor necessary to install the solar photovoltaic systems and integrate them with other power sources. Project signage and other smaller signs will be provided by the Proposer. Permanent signage will be provided and installed by the Proposer at the completion of the project as determined by the County. Applicable telephone lines or cell phone expenses will be included in the Proposer's cost.

5.5 Interconnection

The successful Proposer shall supply and install all equipment required to interconnect the covered parking photovoltaic electric generation systems to the County and utility's distribution system. The Proposer shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Proposer.

5.6 Monitoring

Monitoring of system performance and providing public education and outreach is a key element of this project. The Proposer shall provide a turnkey data acquisition and display system that allows the County to monitor, analyze and display historical and live solar electricity generation data for all installed sites. The system will allow the County to track progress toward the renewable goal for all the systems combined as well as monitor performance against the warranted production requirements on a site-by-site basis.

The regularly collected data should reflect, but not be limited, to the following:

- System performance
- System availability
- Average and accumulated output
- Capacity factor
- Degradation of efficiency of photovoltaic cells

The data acquisition system shall be designed for remote operation and to telemeter this data to a central monitoring/control station at Yuma County Facilities Management. The overall monitoring program and systems shall be established by the completion of the first system installed for the County. The cost associated for providing the above-referenced monitoring and data collection system shall be separately itemized.

5.7 Operation and Maintenance Manuals, and As-Built Drawings

Vendor shall provide four paper sets and a flash drive with CADD drawings of the Operation and Maintenance Manuals and As-Built Drawings.

6.0 PROPOSAL FORMAT/SUBMITTALS

6.1 Format and Content

It is desired that all proposals follow the same general format. The proposals are to be submitted in comb style binders and have sections tabbed with your proposal information as outlined in the categories/criteria below.

The Evaluation Committee will evaluate responses to this RFQ based on the information provided in each of the Proposer's responses and interviews (if conducted) as necessary. Proposers shall use double-sided copying for the production of all printed and photocopied material.

6.1.1 Page limits

Proposals should not be excessively long. Advertising, marketing, duplicate information should not be included. Provide only the requested, relevant information.

6.1.2 Cover Page:

The cover page should contain the following relevant data as a minimum:

- Statement that this is an offer to: Request for Proposals: YC2019-01
- Submittal date
- Company name (and logo if desired)

6.1.3 Title Page:

Include Firm's name, address, e-mail/website address(s), phone and FAX numbers and name(s) of principals. Title page must be signed by an authorized person of the firm.

6.1.4 Proposer/Organization

Identify and name the lead Proposer who will be the primary contact entity and responsible for the RFQ response submittal.

6.1.5 Organizational Chart

Each Proposer shall provide the following information regarding its company and team members or partners:

- a) Names of team member(s), partner(s), major subcontractor(s) and supplier(s), and contact information for each.
- b) Describe the roles, responsibilities and relationships of all team members.
- c) Resumes for key employees that will be responsible for developing and delivering the solar projects.

SECTION 1- System Design and Engineering Experience

Each Proposer shall provide information and explanation of the Proposer's photovoltaic electric generation systems design and engineering experience, as follows:

- a. Total kW of generating capacity of on-site photovoltaic electric generation projects engineered and designed over the last three (3) years which are currently in operations. Emphasis should be on covered parking photovoltaic electric generation systems of similar size and type as those described in Exhibit A.
- b. Experience with engineering and designing electrical interconnection facilities for the purposes of electrically interconnecting scale covered parking photovoltaic electric generation systems.

SECTION 2- Installation Qualifications and Experience

Each Proposer shall provide information and explanation of the team's photovoltaic electric generation systems installation and construction experience, as follows:

a. Total kW of installed solar photovoltaic installed over the last three (3) years which are currently in operations. Emphasis should be on photovoltaic electric generation systems of similar size and type as contemplated in the Proposer's response.

Description of photovoltaic electric generation systems installed over the last three (3) years. Proposer should include photovoltaic electric generation systems installed service territory. The description for each project should include:

- The project name
- Location
- Project size
- Project type – turnkey or third party
- Year completed
- Name of project manager
- Name of client contact
- Brief description of the project
- Brief description of any specific challenges and how those were overcome
- References

c. Provide evidence of having the appropriate contractor's licenses and certifications for installing photovoltaic electric generation systems on a scale in Arizona.

d. The proposal shall contain a detailed explanation of the complete project and a delineation of all work tasks to be performed by the awarded Proposer for each site. The design documents should include the following minimum information:

- Timeline/Project Schedule
- System description
- UL and IEC certification of panels and equipment
- Equipment details and description
- Layout of layout of equipment and associated systems
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Performance of equipment components, and subsystems
- Integration of covered parking photovoltaic electric generation systems with other power sources
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation
- System performance monitoring
- Verification of capacity to support systems at the various sites
- System warranties
- An Operation and Maintenance plan that addresses:
 - Technology upgrades

- Challenges of weather patterns
- Repair and replacement of parking surfaces where the structure is mounted
- Service level agreement for operation and maintenance of photovoltaic systems.

The Proposer must present their recommended locations, type of installation (including the angle of the collectors and any necessary racking structure), with a simple schematic, the type and size of solar photovoltaic energy system recommended to be utilized, the anticipated electrical production, and the connection method to the on-site utility service provider and the monitoring system.

SECTION 3- Project Financing Capacity and Experience

Each Proposer shall provide information and explanation of the project team’s financing capabilities and experience, as follows:

- a. Proposer shall demonstrate bonding capacity to accommodate the proposed County project. Name the relevant sureties and insurance companies that serve as payment and bonding agent.
- b. Proposer shall provide examples, including amounts financed and evidence of having financed covered parking solar generation systems in the last three (3) years.
- c. Proposer shall describe the financing methods employed on past photovoltaic electric generation projects installed and currently in operation, as well as the financing method that is to be contemplated this RFQ.

SECTION 4 - Project Management, Implementation and Delivery Capabilities, Capacity and Experience, Monitoring and Billing

Each Proposer shall provide information and explanation of the team’s implementation and delivery capabilities, capacity and experience, as follows (Maximum 100 points):

- a. Proposer shall describe their engineering and design management capabilities and experience for all of the covered parking solar generation systems installed over the last three years that are currently in operation.
- b. Proposer shall describe their capacity and experience to manage and deliver, at a minimum, the equivalent amount and types of covered parking solar generation systems as submitted in Proposer’s response to this RFQ.
- c. Proposer shall describe their capabilities and experience in monitoring covered parking solar generation systems performance and submit a plan that details how system monitoring, including diagnosing and tracking system performance over time and the term of the solar agreements.
- d. Proposer shall describe their capabilities and experience in maintaining covered parking solar generation systems of the size and types contemplated in this RFQ.
- e. Rebates and Incentives:

The Proposer shall discuss available rebates and incentives for such a project as well as the anticipated and/or guaranteed escalator rate for the project term so that the County is fully aware of the financial impact and anticipated electrical generation and electricity savings for the project. The Proposer shall submit to the County the utility pre-application for photovoltaic system (grid-tied) production based on an incentive reservation application to the appropriate utilities and agencies. The successful Proposer shall complete and submit in a timely manner all documentation required to qualify each system for available rebates and incentives.

f. Financial Recommendations:

The Proposer shall discuss guaranteed electrical performance. At minimum recommendations shall include forecasted utility cost saving comparisons and an early buyout option based on a twenty (20) year schedule and end of life purchase.

g. Warranties and Guarantees

The Proposer shall discuss warranties for all proposed system components (i.e. modules, inverters, etc.) to the County regarding the installed covered parking solar generation systems.

SECTION 5- Cost Effectiveness of Site Specific Projects

Each Proposer shall provide information and explanation of the cost effectiveness of site specific projects, as follows:

- a. Proposer shall provide concise price evaluations and true cost pricing for the project and sites.
- b. Proposer should include overall cost for all sites with additional cost breakdowns for each site.

Proposals shall include all costs to achieve operation.

The Proposer shall submit a Billing Plan that provides the following:

- A method to document the covered parking solar generation systems output.
- An annual/monthly adjustment or true-up process to ensure accounting that is compliant to production guarantees.
- A preferred method for the sharing of billing data and information such as online, email, or third party access.
- The monthly billing period should coincide with the local utility provider billing cycle and shall include the following:
 - Maximum solar generation output in KW (AC)
 - Total kWh (AC) generated

Provide a **price evaluation** and **true** cost pricing for the project and each site that includes the following minimum information:

- Approximate photovoltaic electric generation system size (kW)
- Total Photovoltaic Energy System Construction and Installation Cost
- Annual Escalation Factor (%) estimated for the cost of electricity purchased from the

- local provider
- Minimum annual guaranteed output (kWh/Yr)
- Expected annual output (kWh/Yr)
- Value of Renewable Energy Credits (\$/kWh)
- Annual degradation factor (%) of photovoltaic cells
- Annual avoided cost of electricity

Price evaluation should include cost with and without utility incentives.

7.0 PROPOSER’S REFERENCES

Vendors shall be responsible for sending the attached “Past Performance Questionnaire” to at least three (3) past clients/customers as a reference check and ensuring that the County receives at least three responses directly from the past clients to evaluate.

8.0 EVALUATION CRITERIA

The Proposer must have met all the minimum requirements outlined in Section 4.0 of this RFQ. The following evaluation criteria and points schedule will be used to determine the award of the contract(s):

<u>EVALUATION CRITERIA</u>	<u>Max Number of Points</u>
1. Cost Effectiveness of the Site-Specific Projects	200
2. Project Management, Implementation and Delivery Capabilities, Capacity and Experience, and Solar Output Monitoring and Billing	150
3. System Design and Engineering Experience	100
4. Installation Qualifications and Experience	100
5. Project Financing Capacity and Experience	100
6. Proposer’s References	100
<u>TOTAL POINTS POSSIBLE</u>	<u>750</u>

The County reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the County’s best interest.

9.0 INSURANCE

The successful Proposer should provide evidence of being able to comply with the following insurance requirements:

- A. The Independent Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- B. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- C. Contactor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- D. Any failure to comply with the claim-reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to indemnification or other recourse under the Contract.
- E. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contactor shall be solely responsible for the deductible and/or self-insured retention.
- F. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contactor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contactor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contactor's obligations under this Contract.
- G. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- H. The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contactor's work or service.
 - i. General Liability. General Liability insurance and, if necessary, Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage,

and shall not contain any provision which would serve to limit third party action over claims.

- ii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- iii. Automobile Liability. /Business Automobile Liability insurance and, if necessary, Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- iv. Workers' Compensation. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$500,000 disease policy limit.
- v. Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or umbrella liability insurance obtained by Contractor pursuant to this Contract
- vi. Professional Liability Insurance. Contractor shall maintain Professional Liability insurance and, if necessary, umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim. In addition, Contractor shall require its network providers to maintain Professional Liability insurance, with limits of liability of no less than \$1,000,000 for each claim.

I. Proposer agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all liabilities from claims, suits (including attorney fees and costs of litigation), actions, loss, damage, expenses or costs of any nature arising from any act, omission, neglect or misconduct on the part of Proposer or its employees or agents in the performance of the work specified herein.

9.1 Certificates of Insurance.

- i. Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- ii. In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- iii. If a policy expires during the life of the Contract, a renewal certificate must be sent to County as soon as practical prior to the expiration date but no later than fifteen business days prior to expiration.
- iv. Cancellation and Expiration Notice. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

RFQ TIMELINE

Event	Dates
Issue RFQ	April 18, 2019
Pre-Proposal Site Visits	April 29-May 3, 2019
Due Date for Submitting Questions (in writing)	5:00 p.m. Arizona Time May 4, 2019
Post Responses to Questions	May 9, 2019
Proposals Due	May 16, 2019
Bid Evaluation Period	Ends May 23, 2019
Notify Top Three Ranked Proposers	May 24, 2019
Receive Best and Final/Price Offers	June 6, 2019
Present Recommendation for Award to Board of Supervisors	July 1, 2019
Issue Intent to Award notices and sign agreements	After BOS meeting

	Yuma County Covered Parking Solar Generation Systems	Yuma County Facilities Management 2725 S. Avenue B Yuma, AZ 85364 928-817-5100
	YC2019-01	

Past Performance Questionnaire for Company

To: _____ Phone: _____
 Fax: _____

Subject: Past Performance Survey _____
 (Name of Your Company) _____

Yuma County collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: _____ Date _____
 Project Name _____

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to manage costs (design & construction change orders)	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm/individual again	(1-10)	
5	Firm's ability to increase value (quality of design)	(1-10)	
6	Firm's ability to identify and minimize the users risk	(1-10)	
7	Ability to close project	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	
9	Has the project been constructed	Circle	Y / N

 Printed Name (of Evaluator) Signature (of Evaluator)

Thank you for your time and effort in assisting the Yuma County in this important endeavor. **Please scan and email to David.Hylland@yumacountyaz.gov.**