DRAFT REQUEST FOR PROPOSAL
RFP 09-10-30

To Finance, Engineer, Install, Commission and Maintain Solar Energy Installations on City Facilities and Lands

Date: June 25, 2010
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1 INTRODUCTION

1.1 The purpose of this RFP is to solicit proposals from and enter into contracts with qualified firms for solar installations on City facilities and land. The City intends to enter into contracts with one or more providers for each group of sites identified in this RFP. In addition, the City will reserve an option in each contract to add additional sites that will be assessed in the future. The City envisions having a master agreement with set terms and conditions for each contractor with the pricing, operational and maintenance requirement for each site set forth in an addendum pertaining to each individual site.

1.2 The City of San Jose, California (“City”) is seeking proposals from qualified firms interested in developing, financing, designing, constructing, operating and maintaining solar photovoltaic power systems (“PV systems”) at various City facilities and on City land.

1.2.1 The City locations that are identified and described in Exhibit 1 consist of City Facilities and Lands such as buildings/structures, parking lots and parks. These locations have been categorized into three groups:

- Group 1 - Facilities and lands with a potential solar generating capacity of 0.5 MW or more
- Group 2 - Facilities and lands with a potential solar generating capacity of less than 0.5 MW
- Group 3 - Facilities and lands not eligible for Power Purchase Agreements but may be candidates for other financing models

1.3 The City anticipates selecting one or more firms to efficiently utilize the space for each City location and arrange for direct interconnection of the systems onto Pacific Gas & Electric’s (“PG&E”) distribution system through any combination of ground-mount, roof-mount, or canopy-mount arrays.

1.4 The City expects that in addition to the sites identified and described in Exhibit 1 the City may identify additional sites for solar installation. The contract(s) that the City executes through this RFP process may be amended to include these additional sites depending on the City’s assessment of the sites and performance of contractor with respect to the sites identified in this RFP.

1.5 The City will consider various financing models depending on the site including Power Purchase Agreements (PPA) and equipment leases.

1.6 Selection shall be based on the criteria as set forth in Section 12 of this RFP. Once a final agreement(s) is negotiated, the recommended award(s) will be presented to the City Council for final approval.
1.7 The City of San Jose has the highest general obligation credit ratings of Aaa/AAA/AAA - "pure AAA" from the three national rating agencies, Moody's, Standard & Poor's, and Fitch Ratings. These ratings express the opinions of the national rating agencies as to the City’s ability and willingness to pay debt service when it is due. In general, the credit rating analysis includes the evaluation of the relative strengths and weaknesses of four factors as they affect an issuer’s ability to pay debt service: fiscal, economic, debt, and administrative/management. The rating agencies have consistently commented on the City’s ability to carefully manage its expenditures to close budget gaps; maintain satisfactory levels of reserves for unforeseen situations, contingencies, and planned future disbursements; maintain strong fiscal controls and sound fiscal policies; and noting the strong capabilities of the City’s fiscal and administrative management staff.

2 BACKGROUND INFORMATION

2.1 This project is a part of the City’s “Green Vision” which may be reviewed at http://www.sanjoseca.gov/greenvision/.

2.2 In the event that there are differences in the information contained in the background material and the material in this RFP document, the provisions of this RFP document shall control.

3 MINIMUM QUALIFICATIONS

In order to submit a proposal, the following minimum qualifications must be met.

3.1 ALL GROUPS:

3.1.1 The Prime Proposer or at least one of the Partners must have installed, operated, maintained, and monitored three or more solar projects in the three years preceding the date of this RFP, with at least 0.5 MW output total, and that are currently in commercial operations under its management.

3.1.2 The Prime Proposer or at least one of the Partners must have current State required contractor licenses

3.1.3 The Prime Proposer or at least one of the Partners must have direct experience submitting an application for, and coordinating the California Solar Initiative or Emerging Renewable rebate programs in the three years preceding the date of this RFP

3.1.4 If you are proposing the use of a Power Purchase Agreement to finance any of the bidding installations that you propose, then the Prime Proposer or at least one of the Partners must have successfully completed construction and brought a facility on line under a Power Purchase Agreement (PPA) in the three years preceding the date of this RFP.

3.1.5 If you are proposing the use of a Lease to finance any of the bidding installations that you propose, then the Prime Proposer or at least one of the Partners must have successfully completed construction and brought a facility on line under a Lease Agreement, including a Operations and Maintenance Agreement, in the three years preceding the date of this RFP.
3.2 GROUP 1 PROPOSERS ONLY:

3.2.1 In addition to the above minimum qualifications, the Prime Proposer or at least one of the Partners must have completed at least three solar photovoltaic projects on three separate agreements with a minimum of 0.5 MW generating capacity each.

4 COMPLETE RFP

4.1 The following Exhibits and Attachments are included with this RFP:

<table>
<thead>
<tr>
<th>Title</th>
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<tbody>
<tr>
<td>Exhibit 1 List and Description of Eligible Sites</td>
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<tr>
<td>Exhibit 2 PV Basis of Design</td>
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<tr>
<td>Exhibit 3 AB 2466 Fact Sheet</td>
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<tr>
<td>Exhibit 4 Sites selected for conceptual site plans (reference section 12.2.1)</td>
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<tr>
<td>Attachment A Proposal Certification Form</td>
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<tr>
<td>Attachment B Minimum Qualifications Form</td>
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<tr>
<td>Attachment C Local/Small Business Enterprise Preference Request</td>
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<td>Attachment D Insurance Requirements</td>
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</table>

5 PROCUREMENT TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 25, 2010</td>
<td>RFP Released</td>
</tr>
<tr>
<td>July 9, 2010</td>
<td>Deadline for submitting Questions or Objections (reference RFP Sections 9 and 10). Note that questions may be submitted at any time prior to this date.</td>
</tr>
<tr>
<td>July 16, 2010</td>
<td>Non-mandatory pre-proposal conference: Time and location will be posted in an addendum approximately one week prior to the meeting.</td>
</tr>
<tr>
<td></td>
<td>Time: Location:</td>
</tr>
<tr>
<td>July 23, 2010</td>
<td>City responds to supplier questions</td>
</tr>
</tbody>
</table>
Date Event
---
August 2, 2010 Proposal Submission Date – Deliver Proposals by 3:00 p.m. PST to:

200 East Santa Clara Street 13th Floor
San Jose, CA 95113
Attention: Mark Giovannetti

Note that late proposals shall not be accepted! (see Section 11 below)

6 CONTACT INFORMATION

City of San José
200 E. Santa Clara St., 13th floor
San Jose, CA 95113
Attn: Mark Giovannetti, Purchasing Officer
Phone: 408.535-7052
E-mail: mark.giovannetti@sanjoseca.gov

7 HOW TO OBTAIN THIS RFP

7.1 This RFP may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Suppliers can also find a link on the City of San José Bid-Line Web site at www.sanjoseca.gov/purchasing/default.asp. At either Web site, follow the links to register for the online service. You may register for free either online or by calling BidSync Vendor Support at 1-801-765-9245 and telling the support representative that you are registering for City of San José procurements.

7.2 All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

8 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Questions pertaining to this RFP should be submitted via e-mail to the Purchasing contact listed above. Please submit all questions by the deadline indicated in the procurement timeline. The City will provide a written response to all pertinent questions in the form of an Addendum.

9 OBJECTIONS

Any objections as to the structure, content or distribution of this RFP including the Attachments and Exhibits thereto, must be submitted in writing to the purchasing contact prior to the submission deadline for Objections and Questions. Objections must be as specific as possible, and identify the RFP Section number and title, as well as a description and rationale for the objection.
10 SUBMISSION OF PROPOSALS

10.1 Submit one original and six copies of your proposal clearly marked as follows: the outside of the box or package and the cover or title page of each proposal shall be labeled: RFP 09-10-30, Solar Energy Installation on City Facilities and Lands. In addition, please submit your proposal in electronic format on a CD, DVD, or jump drive in pdf or MS Word format.

10.2 Refer to the procurement timeline in Section 5 for due dates, times and delivery locations.

10.3 All Proposals shall be submitted as hard copy bound documents. The Original hard copy version of the proposal will be considered the official proposal submission.

10.4 Hard copy RFP documents are to be printed on paper that contains a minimum of 30% PCW, chlorine free paper. 100% PCW, chlorine free is preferred.

11 LATE PROPOSALS

Late proposals shall be rejected and returned to the Proposer. This deadline is absolute and proposals received after the due date and time shall not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

12 RESPONSE DOCUMENTS / SUBMISSION REQUIREMENTS

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this Section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified.

12.1 EXPERIENCE

12.1.1 For the Group(s) you are bidding on, list solar projects of equal or greater size and complexity as the project described in this RFP. The projects must demonstrate that the firm, through previously completed work, has developed expertise to provide the equipment and services as required for this project. For each project, describe the scope of the project, financing methods employed, business partners (describe all parties involved in the transaction including, but not limited to, the financier, tax credit investor, project manager, and the customer/host site) and provide reference information including the name and current phone number of the Owner’s Project Manager and the customer/host site.

12.1.2 Provide any additional information that demonstrates your firm has the experience and background to meet the City’s goals.

12.1.3 NEGOTIATION TEAM

Provide the names, titles, and roles of your team that will negotiate a final agreement with the City.
12.1.4 PROJECT TEAM — PRIME
Provide the staffing plan and qualifications of key team members who will be assigned to the project. This listing should detail each individual’s specific experience on projects of this type. Also describe the ability of your firm’s principals and staff to work with governmental agencies in general and with City of San Jose project staff in particular.

12.1.5 PROJECT TEAM — SUPPLIERS AND SUB-CONTRACTORS
Provide the name of the Prime Contractor, and key sub contractors and suppliers that you would use on this project.

12.1.6 PROPOSER CAPABILITIES
Clearly identify the lines of authority, coordination, and limits of capacity for each member of the team. Identify essential management functions and how these functions are effectively integrated during each phase of the project. Delineate the role of Suppliers and Sub-contractors. Organizational charts and graphs may be included.

12.1.7 PROJECT SCHEDULE
Provide a project schedule showing the critical milestones your team will manage to complete system installation, commissioning acceptance testing, and final punch list closeout.

12.2 TECHNICAL PROPOSAL

12.2.1 Provide a conceptual site plan for each of the representative sites that are listed in Exhibit 4, Conceptual Site Plan Sites. Your plan should include a sketch or diagram of how your installed system will look at each representative project site. Include the proposed annual energy generation (kWh) on Attachment C, Solar Production Schedule, and the total system capacity (MW) for each representative project site.

12.2.2 Provide information on how you will comply with Exhibit 2, PV Basis of Design and identify areas of specific interest specific to this Exhibit.

12.2.3 Address how the pending PG&E Electric Rate Schedule for the Renewable Energy Self-Generation Bill Credit Transfer could be applied to one or more of the proposed site selections. The Rate Schedule was established to comply with CPUC Resolution E-4283 and PU Code 2830, established by Assembly Bill (AB 2466) http://docs.cpuc.ca.gov/PUBLISHED/COMMENT_RESOLUTION/115326.htm. Please refer to Exhibit 3, AB 2466 Fact Sheet, for additional information.

12.3 COST CONSIDERTIONS

12.3.1 Describe your financing plan for this project and how you will select a financing partner.

12.3.2 Describe your bonding capacity to secure a performance bond (reference RFP sections 15.3 and 15.4).

12.3.3 Provide evidence that proposer is a creditworthy company registered to conduct business in California and is in good standing.

12.3.4 If you proposal includes a Power Purchase Agreement (PPA), then provide an example of your Power Purchase Agreement (PPA).
12.3.5 If your proposal includes a Lease Agreement, then provide an example of your Lease and Operations and Maintenance Agreement

12.3.6 Provide an example of other alternative financing structures

12.3.7 For your proposed financing structure (PPA, Lease, other) please provide per kwh pricing for each year throughout the term

12.3.8 Include in your response any key assumptions that you are making

12.4 OTHER

Proposers may include other pertinent/additional information at a maximum of ten pages, double sided with minimum font size of 10. Please note that the City does not welcome large volumes of generic boilerplate information about the Proposer’s firm, and may lower scores for irrelevant boilerplate information during proposal evaluations.

12.5 ATTACHMENTS

12.5.1 Attachment A, Proposal Certification – must be completed and signed

12.5.2 Attachment B, Minimum Qualifications Form

12.5.3 Attachment C, Local and Small Business Preference

This form must be provided by Proposers requesting consideration for local and/or small business preference. If this form is not included with your proposal, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date.

12.5.4 Attachment D, Insurance Requirements

13 REVIEW PROCESS AND EVALUATION CRITERIA

13.1 PROPOSAL EVALUATION

Proposal review and evaluation will be a two phase process. Phase 1 will be a pre-qualification of the most qualified firms in each group based on the highest scoring proposals. The Phase 2 process will allow finalists to perform additional discovery on each of the sites they are bidding on such that a best and final proposal may be submitted that includes firm pricing for each site.

13.1.1 Phase One – Pre Qualification

13.1.1.1 Proposals will be reviewed to determine if the minimum qualifications as described in Section 3 of this RFP are met. Proposals not meeting minimum qualifications will be disqualified from further consideration.

13.1.1.2 The City may seek written clarification from any or all Proposers in order to better understand and evaluate the proposed solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original propos
13.1.1.3 Responsive Proposals will be evaluated and scored by an evaluation team comprised of City staff. Proposals will be evaluated against the criteria described in the table below:

**Phase 1 Proposal Evaluation Weighting Criteria**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Considerations*</td>
<td>10%</td>
</tr>
<tr>
<td>Experience*</td>
<td>50%</td>
</tr>
<tr>
<td>Technical*</td>
<td>30%</td>
</tr>
<tr>
<td>Local Business Enterprise Preference</td>
<td>5%</td>
</tr>
<tr>
<td>Small Business Enterprise Preference</td>
<td>5%</td>
</tr>
</tbody>
</table>

*PROPOSALS THAT FAIL TO SCORE AT LEAST ½ OR 50% OF THE AVAILABLE POINTS IN THESE EVALUATION CATEGORIES (EXPERIENCE, TECHNICAL AND COST CONSIDERATIONS) WILL BE DISQUALIFIED*

13.1.1.4 With the exception of points assigned to Local and Small Business Preference, proposers must score at least one-half, or 50%, of the total available points for each category that is being scored. Failure to do so will result in disqualification of that proposal from further consideration.

13.1.1.5 **Oral Presentations:** Based on the scores, the City will invite one or more Proposers for oral interviews for the purpose of confirming the Proposer’s understanding of the City’s objectives and requirements, addressing any questions or issues that the City may have, and meeting key members of the proposed negotiation team.

13.1.2 **Phase Two – Best and Final Offer**

13.1.2.1 At the conclusion of Phase 1, the highest scoring proposals for each of the groups will be selected to participate in a Best and Final Offer process that may include but shall not be limited to job site visits, and additional question and answer rounds between the City and the finalists for the purpose of providing sufficient information to each finalist about the sites they are bidding on such that a Best and Final proposal with firm pricing may be submitted to the City. **Note that Phase 1 scores will not carry forward to Phase 2 (scoring is not cumulative).** The final selection shall be based on the proposer achieving the highest Phase 2 point score.

13.1.2.2 The Best and Final Offer process may include oral interviews / presentations.

13.1.2.3 At the discretion of the City’s Purchasing Officer, the City may follow-up with finalists after their BAFO is received in order to seek additional clarification, prior to final scoring.

13.1.2.4 100% of the final selection shall be based on the Best and Final scores per the following evaluation and weighting criteria:

**Phase Two Evaluation Weighting Criteria**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>75%</td>
</tr>
<tr>
<td>Final Design /Technical Clarifications</td>
<td>15%</td>
</tr>
<tr>
<td>Local Business Enterprise Preference</td>
<td>5%</td>
</tr>
<tr>
<td>Small Business Enterprise Preference</td>
<td>5%</td>
</tr>
</tbody>
</table>
13.1.2.5 Following final award, each selected proposer for each group will negotiate the final terms and conditions of a PPA with the City on the basis of their proposal.

14 BASIS OF AWARD

14.1 The final recommendation to City Council for award of contracts in each of the groupings will be based on the selection process set forth in Section 13. In the event that City cannot successfully negotiate agreements with the selected proposer(s) it reserves the right to award to the next ranked proposer(s).

14.2 The City reserves the right to accept an offer in-full, or in-part, or to reject all offers.

15 KEY COMMERCIAL TERMS

15.1 INSURANCE REQUIREMENTS AND GUARANTEES

15.1.1 The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment E.

15.1.2 Certificate of Insurance, as required, shall be provided to City prior to commencement of work on the contract.

15.2 WAGE REQUIREMENTS

The successful Proposer and any of its subcontractors shall pay its employees performing installation work on the City contract a prevailing wage.

15.3 PERFORMANCE BOND

A corporate surety bond or alternate surety such as letters of credit or self insurance as agreed to by City - in a sum not less than the full value of the construction contract is required and must be furnished within 15 days after conclusion of negotiations.

15.4 PAYMENT BOND

A corporate surety bond or alternate surety such as letters of credit or self insurance as agreed to by City in a sum not less than the full value of the construction contract is required to guarantee the payment of labor, materials, supplies, and equipment used to construct the Generating Facilities. The bond must be furnished within 15 days after award of the contract.

16 PROTESTS

16.1 The City shall announce the final award recommendation upon conclusion of a successfully negotiated contract. If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Purchasing Officer no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 9. Failure to submit a timely written Protest will bar consideration of the Protest.
16.2 The address for submitting protests is:
Attention: Mark Giovannetti
200 East Santa Clara Street, Tower 13
San Jose, CA 95113

17 GENERAL INFORMATION

17.1 Proposals shall be valid for a period of three months from the submittal date (due date) of the proposal.

17.2 The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

17.3 The City is not required to accept the lowest price proposal. Responses will be evaluated to determine the most advantageous proposal based on a variety of factors including but not limited to price, implementation costs, design quality, features, and performance.

17.4 Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

17.5 The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

17.6 The City may require financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

18 GROUNDS FOR DISQUALIFICATION

18.1 All Proposers are expected to have read and understood Council Policy 0-35 titled Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at: http://www.sanjoseca.gov/purchasing/pdf/Policy0_35.pdf. Any Proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

18.2 Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

18.3 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

18.4 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
18.5 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

18.6 In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

18.6.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

18.6.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

18.6.3 Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal.

18.6.4 Proposer’s default under any City agreement, resulting in termination of such Agreement.

19 ADDENDA AND INTERPRETATION

19.1 The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Section 6.

19.2 Proposer requests for clarification shall be deliverable as stated in Section 6. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

20 PROPOSAL SUBMISSION

20.1 This RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.

20.2 After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.

21 EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

22 CODE ADHERENCE, PERMITS AND FEES

Proposer shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San José, securing all necessary licenses and
permits in the connection with resulting contract at no additional cost to the City. Successful Proposer must have or obtain a current City of San Jose business license.

23 **TERMS AND CONDITIONS OF AGREEMENT**

23.1 As requested in RFP Section 12.1.4, all Proposers are invited to submit Agreement Terms and Conditions as part of their proposal. An example of terms and conditions in a Power Purchase Agreement that was acceptable to the City may be found at:

http://www.sanjoseca.gov/clerk/Agenda/20100112/20100112_SJFA02a1con.pdf.

24 **LOCAL AND SMALL BUSINESS PREFERENCE**

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise or Small Business Enterprise and whether price has been chosen as the determinative factor in the selection of the vendor. In order for the Proposer to be eligible for local and/or small business preference, the Proposer must complete Attachment E, Request for Contracting Preference for Local and Small Businesses. If the Proposer fails to complete this form and submit it with the proposal, the Proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

25 **PUBLIC NATURE OF PROPOSAL MATERIAL**

25.1 All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code Section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

25.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 26.5.

25.3 Do not mark your entire proposal as “confidential”.

25.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public records Act which provides the exemption as well as the factual basis for claiming the exemption.
25.5 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

26 NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of San Jose contracts.

27 CITY BUSINESS TAX

The Proposer(s) shall be required to comply with the San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of work. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax costs.
### EXHIBIT 1: LIST AND DESCRIPTION OF ELIGIBLE SITES

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Site Address</th>
<th>Rate</th>
<th>Energy Use (kWh)</th>
<th>Roof Area (s.f.)</th>
<th>Parking Lot and other (s.f.)</th>
<th>Potential MW</th>
<th>Potential Annual kwh</th>
<th>Shading Issues/ Other Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLICE ADMINISTRATION &amp; COMMUNICATIONS BLDGS</td>
<td>201 WEST MISSION STREET/ 855 NORTH SAN PEDRO STREET SAN JOSE 95110</td>
<td>E20P</td>
<td>7,505,110</td>
<td>216,187</td>
<td>155,083</td>
<td>2.18</td>
<td>2,962,814</td>
<td>All bldgs on one electric meter - solar est. only for PAC roof (90,006 sq ft; track on roof of PAB not option) and parking lots; 15+yrs. roof life (PAC)</td>
</tr>
<tr>
<td>SANTA TERESA LIB - NEW</td>
<td>290 INTERNATIONAL CIR SAN JOSE 95119</td>
<td>N/A</td>
<td>275,442</td>
<td>22,000</td>
<td>90,743</td>
<td>0.90</td>
<td>1,218,636</td>
<td>None/ 15+yrs. roof life</td>
</tr>
<tr>
<td>KELLEY PARK</td>
<td>1300 SENTER RD SAN JOSE 95112</td>
<td>A1</td>
<td>477,774</td>
<td>N/A</td>
<td>7,157,135</td>
<td>0.83</td>
<td>1,123,350</td>
<td>Most of park is shaded/ No roof options; solar est. only for parking lot solar; includes 6,795,360 sq ft for park in &quot;other s.f.&quot;, not included in solar est.</td>
</tr>
<tr>
<td>SEVEN TREES CC &amp; LIB - Under Construction</td>
<td>3990 CAS DR SAN JOSE 95111</td>
<td>N/A</td>
<td>589,390</td>
<td>29,000</td>
<td>58,000</td>
<td>0.69</td>
<td>940,380</td>
<td>Unknown/ 15+yrs. roof life</td>
</tr>
<tr>
<td>SOUTH SERVICE YARD</td>
<td>4420 MONTEREY HWY SAN JOSE 95111</td>
<td>A1P</td>
<td>262,580</td>
<td>18,124</td>
<td>63,658</td>
<td>0.61</td>
<td>832,467</td>
<td>None/ 15+yrs. roof life</td>
</tr>
<tr>
<td>EDUCATIONAL PARK LIB - Under Construction</td>
<td>1772 EDUCATIONAL PARK DR., SAN JOSE 95133</td>
<td>N/A</td>
<td>253,731</td>
<td>18,000</td>
<td>50,452</td>
<td>0.54</td>
<td>739,896</td>
<td>Unknown/ 15+yrs. roof life</td>
</tr>
<tr>
<td>POLICE SUBSTATION - Under Construction</td>
<td>6987 GREAT OAKS PARKWAY, SAN JOSE, CA 95119</td>
<td>N/A</td>
<td>1,356,000</td>
<td>1,156</td>
<td>61,722</td>
<td>0.50</td>
<td>679,646</td>
<td>No trees, new site/ 15+yrs. roof life</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,720,026</td>
</tr>
<tr>
<td><strong>Total Energy Use</strong></td>
<td></td>
<td></td>
<td>304,467</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,638,793</td>
</tr>
<tr>
<td><strong>Total MW Potential</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6.25</td>
</tr>
<tr>
<td><strong>Total Potential Annual kWh</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,497,190</td>
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</table>

**6.2 MW potential**
<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Site Address</th>
<th>PG&amp;E Rate Schedule</th>
<th>Energy Use (kWh)</th>
<th>Roof Area (s.f.)</th>
<th>Parking Lot and other (s.f.)</th>
<th>Potential MW</th>
<th>Potential Annual kWh</th>
<th>Shading Issues/ Other Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASCOM CC &amp; LIB- Under Construction</td>
<td>1000 S. BASCOM SAN JOSE 95128</td>
<td>N/A</td>
<td>408,045</td>
<td>20,000</td>
<td>37,940</td>
<td>0.46</td>
<td>626,272</td>
<td>/ Solar ready site; 15+yrs. roof life</td>
</tr>
<tr>
<td>ROOSEVELT CC</td>
<td>901 E SANTA CLARA ST SAN JOSE 95116</td>
<td>A10S</td>
<td>113,440</td>
<td>30,000</td>
<td>24,815</td>
<td>0.44</td>
<td>592,494</td>
<td>Approximately 20% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>PRUSCH PARK</td>
<td>647 S. KING RD., SAN JOSE 95122</td>
<td>A10S</td>
<td>119,482</td>
<td>24,067</td>
<td>309,528</td>
<td>0.42</td>
<td>569,472</td>
<td>None/ Includes 234,000 sq. ft. for park in &quot;other s.f.&quot;, not included in solar est.; 15+yrs. roof life</td>
</tr>
<tr>
<td>SOUTHSIDE SC</td>
<td>5585 COTTLE RD SAN JOSE 95123</td>
<td>A10S</td>
<td>328,343</td>
<td>23,771</td>
<td>27,306</td>
<td>0.37</td>
<td>506,497</td>
<td>10% shaded at one of the parking lots/ 15+yrs. roof life</td>
</tr>
<tr>
<td>PAL SPORTS CENTRE</td>
<td>880 SOUTH 34TH STREET, SAN JOSE CA 95116</td>
<td>E19SX</td>
<td>577,077</td>
<td>N/A</td>
<td>74,200</td>
<td>0.34</td>
<td>463,914</td>
<td>None/ No roof options (portables at site)</td>
</tr>
<tr>
<td>BERRYESSA CC</td>
<td>3050 BERRYESSA RD SAN JOSE 95132</td>
<td>A10S</td>
<td>264,204</td>
<td>13,700</td>
<td>62,404</td>
<td>0.30</td>
<td>403,039</td>
<td>Large lots with potential for carport solar (trees may need to be cut)/ 9 year roof life so roof not included in solar est.</td>
</tr>
<tr>
<td>PEARL LIB</td>
<td>4270 PEARL AVE SAN JOSE 95136</td>
<td>A1P</td>
<td>135,981</td>
<td>14,000</td>
<td>20,900</td>
<td>0.28</td>
<td>377,233</td>
<td>None/ 15+yrs. roof life</td>
</tr>
<tr>
<td>VINELAND LIB</td>
<td>1150 BLOSSOM HILL RD SAN JOSE 95118</td>
<td>A10S</td>
<td>335,113</td>
<td>24,000</td>
<td>20,000</td>
<td>0.26</td>
<td>354,458</td>
<td>Less than 5%/ 15+yrs. roof life</td>
</tr>
<tr>
<td>BERRYESSA NEW LIB</td>
<td>3355 NOBLE AVE # A SAN JOSE 95132</td>
<td>A10S</td>
<td>461,351</td>
<td>26,000</td>
<td>22,000</td>
<td>0.26</td>
<td>353,259</td>
<td>Two parking lots less than 5% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>EDENVALE CC - Under Construction</td>
<td>286 AZUCAR AVE SAN JOSE 95111</td>
<td>N/A</td>
<td>185,146</td>
<td>24,204</td>
<td>7,030</td>
<td>0.25</td>
<td>337,607</td>
<td>Unknown/ Land leased from school district, solar ready site; 15+yrs. roof life</td>
</tr>
<tr>
<td>JOYCE ELLINGTON LIB</td>
<td>491 E EMPIRE ST SAN JOSE 95112</td>
<td>A1P</td>
<td>176,760</td>
<td>15,000</td>
<td>12,757</td>
<td>0.22</td>
<td>300,025</td>
<td>None/ Land leased from school district (lease expires 9/16/2025) - opened in 2008; 15+yrs. roof life</td>
</tr>
<tr>
<td>EDENVALE LIB</td>
<td>101 BRANHAM LN. EAST SAN JOSE 95111</td>
<td>A10S</td>
<td>374,960</td>
<td>11,000</td>
<td>16,442</td>
<td>0.22</td>
<td>296,620</td>
<td>/ Solar ready site - opened in 2007; 15+yrs. roof life</td>
</tr>
<tr>
<td>TULLY LIB</td>
<td>880 TULLY ROAD SAN JOSE 95111</td>
<td>A10S</td>
<td>445,559</td>
<td>24,000</td>
<td>47,500</td>
<td>0.22</td>
<td>298,680</td>
<td>less than 5%/ 15+yrs. roof life</td>
</tr>
<tr>
<td>ALUM ROCK LIB</td>
<td>3090 ALUM ROCK AVE SAN JOSE 95127</td>
<td>A10S</td>
<td>452,632</td>
<td>26,000</td>
<td>20,000</td>
<td>0.20</td>
<td>272,891</td>
<td>Less than 5%/ 15+yrs. roof life</td>
</tr>
<tr>
<td>Facility Name</td>
<td>Site Address</td>
<td>PG&amp;E Rate Schedule</td>
<td>Energy Use (kWh)</td>
<td>Roof Area (s.f.)</td>
<td>Parking Lot and other (s.f.)</td>
<td>Potential MW</td>
<td>Potential Annual kWh</td>
<td>Shading Issues/ Other Notes</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>-----------------------------</td>
<td>--------------</td>
<td>----------------------</td>
<td>----------------------------------------------------------------</td>
</tr>
<tr>
<td>ANIMAL CARE CENTER</td>
<td>2750 MONTEREY HWY SAN JOSE 95111</td>
<td>E19SX</td>
<td>1,135,817</td>
<td>46,857</td>
<td>17,608</td>
<td>0.18</td>
<td>251,000</td>
<td>None/ 15+yrs. roof life</td>
</tr>
<tr>
<td>WEST VALLEY LIB</td>
<td>1243 SAN TOMAS AQUINO RD SAN JOSE 95117</td>
<td>A10S</td>
<td>268,172</td>
<td>20,123</td>
<td>22,000</td>
<td>0.15</td>
<td>202,119</td>
<td>5-10% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>CAMBRIAN LIB</td>
<td>1780 HILSDALE AVE SAN JOSE 95124</td>
<td>A10S</td>
<td>357,712</td>
<td>27,000</td>
<td>25,482</td>
<td>0.15</td>
<td>202,419</td>
<td>None/ 15+yrs. roof life</td>
</tr>
<tr>
<td>MUNI OFFICE</td>
<td>3025 TUERS RD SAN JOSE 95121</td>
<td>A10S</td>
<td>204,798</td>
<td>6,457</td>
<td>40,000</td>
<td>0.14</td>
<td>191,623</td>
<td>Less than 5%/ 15+yrs. roof life</td>
</tr>
<tr>
<td>E SJ CARNEGIE LIB</td>
<td>1102 E SANTA CLARA ST SAN JOSE 95116</td>
<td>A10S</td>
<td>115,488</td>
<td>11,658</td>
<td>5,580</td>
<td>0.14</td>
<td>186,325</td>
<td>Mostly shaded/ Small lot; 15+yrs. roof life</td>
</tr>
<tr>
<td>HILLVIEW NEW LIB</td>
<td>1600 HOPKINS DR SAN JOSE 95122</td>
<td>A10S</td>
<td>355,247</td>
<td>21,000</td>
<td>30,500</td>
<td>0.13</td>
<td>170,632</td>
<td>None/ Land leased from school district (lease expires 2/25/2053) - opened in 2007; 15+yrs. roof life</td>
</tr>
<tr>
<td>STABLES-POLICE BRIEFING</td>
<td>2525 KENOGA DRIVE SAN JOSE 95121</td>
<td>E19SV</td>
<td>67,710</td>
<td>N/A</td>
<td>17,565</td>
<td>0.12</td>
<td>157,760</td>
<td>None/ No roof options</td>
</tr>
<tr>
<td>WILLOW GLEN LIB</td>
<td>1157 MINNESOTA AVE SAN JOSE 95125</td>
<td>A1P</td>
<td>97,181</td>
<td>13,000</td>
<td>0</td>
<td>0.10</td>
<td>140,517</td>
<td>Mostly shaded/ Small lot; 15+yrs. roof life</td>
</tr>
<tr>
<td>ALVISO LIB</td>
<td>5050 N 1ST ST ALVISO 95002</td>
<td>A10S</td>
<td>119,012</td>
<td>5,850</td>
<td>14,000</td>
<td>0.09</td>
<td>120,852</td>
<td>Less than 20% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>WEST SJ CC &amp; POLICING CTR</td>
<td>3707 WILLIAMS RD SAN JOSE 95117</td>
<td>A10S</td>
<td>119,078</td>
<td>5,171</td>
<td>7,320</td>
<td>0.04</td>
<td>52,479</td>
<td>20% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>GUADALUPE RIVER PARK</td>
<td>W JULIAN 100 WEST OF GUADALUPE RIVER SAN JOSE 95110</td>
<td>A1</td>
<td>77,232</td>
<td>6,000</td>
<td>5,227,200</td>
<td>0.03</td>
<td>38,984</td>
<td>Entire stretch of the park along the river is shaded with trees/ Does not include parking lot(s) as unable to find on Google Earth - include for solar options when evaluated; 15+yrs. roof life</td>
</tr>
</tbody>
</table>

**Total** | **7,295,538** | **438,858** | **6,110,077** | **5.49** | **7,467,170**

| 5.5 MW potential |
### Group 3: Facilities Not Eligible for Site Leases of More than 3 Years

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Site Address</th>
<th>PG&amp;E Rate Schedule</th>
<th>Energy Use (kWh)</th>
<th>Roof Area (s.f.)</th>
<th>Parking Lot and other (s.f.)</th>
<th>Potential MW</th>
<th>Potential Annual kwh</th>
<th>Shading Issues/ Other Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMDEN CC</td>
<td>3369 UNION AVE SAN JOSE 95124</td>
<td>A10S</td>
<td>465,149</td>
<td>42,000</td>
<td>178,058</td>
<td>0.60</td>
<td>821,971</td>
<td>None/ 15+yrs. roof life</td>
</tr>
<tr>
<td>ALMADEN CC &amp; LIB</td>
<td>6445 CAMDEN AVE SAN JOSE 95120</td>
<td>A10SX</td>
<td>947,937</td>
<td>32,575</td>
<td>42,158</td>
<td>0.44</td>
<td>594,662</td>
<td>Less than 5% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>WILLOW CC &amp; SC</td>
<td>2175 LINCOLN AVE SAN JOSE 95125</td>
<td>A1P</td>
<td>175,634</td>
<td>14,715</td>
<td>46,293</td>
<td>0.30</td>
<td>408,137</td>
<td>None/ 5 year roof life so roof not included in solar est.</td>
</tr>
<tr>
<td>EVERGREEN CC</td>
<td>4860 SAN FELIPE RD SAN JOSE 95135</td>
<td>A10S</td>
<td>270,303</td>
<td>13,000</td>
<td>37,000</td>
<td>0.29</td>
<td>399,932</td>
<td>None/ 9 year roof life so roof not included in solar est.</td>
</tr>
<tr>
<td>MAYFAIR CC</td>
<td>2039 KAMMERER AVE SAN JOSE 95116</td>
<td>A10S</td>
<td>53,195</td>
<td>27,303</td>
<td>5,950</td>
<td>0.26</td>
<td>359,431</td>
<td>5% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td>EVERGREEN LIB</td>
<td>2635 ABORN RU SAN JOSE 95121</td>
<td>A10S</td>
<td>330,993</td>
<td>21,500</td>
<td>30,000</td>
<td>0.23</td>
<td>314,574</td>
<td>Less than 5% shaded/ 15+yrs. roof life</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>2,243,211</td>
<td>151,093</td>
<td>339,459</td>
<td>2.13</td>
<td>2,898,706</td>
<td></td>
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</tbody>
</table>

**13.9** TOTAL MW Potential
Exhibit 2

PV Basis of Design

The requirements of this section shall be in addition to all applicable codes and laws.

Electrical
- All wiring to be installed in conduit.
- No overhead wiring (e.g. connecting canopy to building).
- Surface mount on building face only at express written consent of owner.
  - Where allowed surface mount conduit shall be strapped to prevent movement.
  - Where allowed surface mount conduit shall be installed to minimize visibility, including installation in new or existing raceways, painting.
- Electrical pathways shall be coordinated with owner to ensure operational needs such as travel ways are not compromised.
- Installer shall provide one empty electrical conduit stubbed at the base of the canopy section and run parallel to the installer’s conduit to its endpoint. Conduit shall be 2” diameter or equivalent in size to installers smallest size electrical conduit.

Roofing
- Rooftop pathways shall be protected with walking mats during construction and permanently following construction.
- Roof penetrations shall be coordinated with owner. Installer shall contract with owner’s roofing contractor for roofing at installer’s expense.
- The existing roof drainage shall be maintained all the time.

General
- All work shall maintain architectural integrity of facility.
- The color and finishes of the PV and supporting structure systems shall be compatible and consistent with the original building design intent as well as with the surrounding environment.
- For the PV systems not mounted on buildings, considerations shall be given such that the main features of the building are not obscured.
- Other elements of the PV systems, i.e. conduits and equipment, shall be installed inconspicuously, for instance, hidden in wall or ceiling spaces.
- Coordinate with the owner for approval of the design concept at the beginning of the design phase.
- Installs shall allow for walking space and clearances for maintenance and inspection activities.
- Exposed metals shall be corrosion resistant or painted per owners specifications.
- Canopy structures in parking lots shall be center post cantilever construction.
- Canopy structures shall be designed to provide vertical clearance appropriate for site per owner direction.
- Power shutdowns shall be minimized and shall occur outside of regular facility operating hours.
- Installation shall provide for lighting of publicly accessible areas at a level equivalent to pre-existing conditions.
EXHIBIT 3
AB2466 FACT SHEET

Background
AB2466, signed into law in September 2008, authorizes a local government to receive a bill credit on one or more designated (“benefitting”) accounts for electricity exported to the electrical grid by an eligible renewable generating facility (“generating account”). The rate tariff that details this is the Schedule for Local Government Renewable Energy Self-Generation Bill Credit Transfer, or RES-BCT.

Current Status
The CPUC approved tariffs for RES-BCT through Resolution E-4283 on April 26, 2010. The tariffs are currently undergoing final review by the CPUC, and to date, no local government has submitted a proposed project under the tariff.

Summary of Tariff
The RES-BCT tariff has a number of specific rules and restrictions to keep in mind:

1) Arrangements – Generating and Benefitting accounts are grouped together in “Arrangements.” There can be multiple generating and benefitting (no more than 50) accounts on an Arrangement, but each account can only be on one Arrangement (no sharing).
2) Otherwise Applicable rate Schedules (OAS) – Both Generating and Benefitting Accounts must have Time-of-Use Meters and OAS.
3) 1 MW Cap – Each Generating account is limited to 1 MW of total production capacity.
4) Bill Credit Transfer Amount – Only the Generation component of the energy charge on the applicable underlying general service tariff can be credited to a benefitting account.
5) Net Metering – Generating Accounts must choose between NEM and RES-BCT tariffs, and cannot choose both.
6) CSI / SGIP Incentive Eligibility – The RES-BCT tariff does not preclude eligibility for CSI / SGIP incentives. However, the requirements of those programs still apply, meaning that incentives cannot be increased by counting the load of any benefitting accounts, only that of the Generating Account itself.

Resources
For further, more detailed information, please see the following:

CPUC – Resolution E-4283
http://docs.cpuc.ca.gov/PUBLISHED/FINAL_RESOLUTION/116985.htm

PG&E – General Information on AB 2466
http://www.pge.com/b2b/newgenerator/ab2466/

PG&E – Draft Tariff RES-BCT
EXHIBIT 4
Sites Selected for Submitting Conceptual Plans

Group 1
- Santa Teresa Library.
- Kelly Park

Group 2
- Bascom – Site scheduled to open in 2011 –
- Animal C
- Southside

Group 3
- Mayfair Community Center
- Almaden Community Center and Library
ATTACHMENT A – PROPOSAL CERTIFICATION

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Proposing firm is submitting a proposal for the following groups as described in RFP Section 1 (please check all that apply):

[ ] Group 1
[ ] Group 2
[ ] Group 3

<table>
<thead>
<tr>
<th>Proposing Firm Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Facsimile:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact person name and title:</th>
</tr>
</thead>
</table>

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

<table>
<thead>
<tr>
<th>Authorized Representative Name (sign name):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative Signature (print name):</td>
</tr>
<tr>
<td>Authorized Representative Title (print title):</td>
</tr>
</tbody>
</table>

Complete additional signatures below as required per # 6 above

<table>
<thead>
<tr>
<th>Authorized Representative Name (sign name):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative Signature (print name):</td>
</tr>
<tr>
<td>Authorized Representative Title (print title):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Representative Name (sign name):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative Signature (print name):</td>
</tr>
<tr>
<td>Authorized Representative Title (print title):+</td>
</tr>
</tbody>
</table>

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE
Attachment B – Minimum Qualifications Form

In order to submit a proposal, the following minimum qualifications must be met: Please complete this form by providing the requested information.

All Groups:

1. The Prime Proposer or at least one of the Partners must have installed, operated, maintained, and monitored three or more solar projects in the three years preceding the date of this RFP, with at least 0.5 MW output total, and that are currently in commercial operations under its management.

   Please indicate the partner that meets this requirement and list three projects and include the name and complete description of the project, customer name, contact names, contact phone number. NOTE: EACH REFERENCE MUST BE FOR A DIFFERENT PROJECT WITH A SEPARATE AGREEMENT FOR EACH PROJECT. YOU MAY NOT MEET THE THREE REFERENCE REQUIREMENT BY SUBMITTING MULTIPLE CONTACTS FOR THE SAME PROJECT OR MULTIPLE PROJECTS ON THE SAME AGREEMENT.

2. The Prime Proposer or at least one of the Partners must have current State required contractor licenses

   Please indicate the partner that has the necessary licenses to perform this work, and state what the license is. If this requirement cannot be verified on the California State Contractors License Board website, then please provide a copy of the license.

3. The Prime Proposer or at least one of the Partners must have direct experience submitting an application for, and coordinating the California Solar Initiative or Emerging Renewable rebate programs in the three years preceding the date of this RFP.

   Indicate the Partner that meets this requirement and list the project name and a complete description of the project, customer name, contact names, contact phone number.

4. If you are proposing the use of a Power Purchase Agreement to finance any of the bidding installations that you propose, then the Prime Proposer or at least one of the Partners must have successfully completed construction and brought a facility on-line under a Power Purchase Agreement (PPA) in the three years preceding the date of this RFP.

   Indicate the Partner that meets this requirement and list the customer name, contact name, complete project description, and date of project completion.

5. If you are proposing the use of a Lease to finance any of the bidding installations that you propose, then the Prime Proposer or at least one of the Partners must have successfully completed construction and brought a facility on line under a Lease Agreement, including a Operations and Maintenance Agreement, in the three years preceding the date of this RFP.

   Indicate the Partner that meets this requirement, and list the customer name, contact name, complete project description, and date of project completion.
For Group 1 proposers only:

1. In addition to the above minimum qualifications, the Prime Proposer or at least one of the Partners must have completed at least three solar photovoltaic projects on three separate agreements with a minimum of 500 kwh generating capacity each.

   Please indicate the Partner that meets this requirement, and list three projects and include the name and complete description of the project, customer name, contact names, contact phone number. NOTE: EACH REFERENCE MUST BE FOR A DIFFERENT PROJECT WITH A SEPARATE AGREEMENT FOR EACH PROJECT. YOU MAY NOT MEET THE THREE REFERENCE REQUIREMENT BY SUBMITTING MULTIPLE CONTACTS FOR THE SAME PROJECT OR MULTIPLE PROJECTS ON THE SAME AGREEMENT.
**ATTACHMENT C – LOCAL AND SMALL BUSINESS PREFERENCE**

**City of San Jose**

**Request for Contracting Preference for Local and Small Businesses**

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (regardless of where they are located) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (i.e. there are not a variety of other factors being considered in the selection process) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of $200 per item and a LBE submits a quote of $204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately $5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as $199.

In procurements where price is not the determinative factor such, as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.

The following determinations have been made with respect to this procurement: (for official use only)

<table>
<thead>
<tr>
<th>Type of Procurement</th>
<th>Bid</th>
<th>Request for Quote</th>
<th>Request for Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Preference</td>
<td></td>
<td>Price is Determinative</td>
<td>Price is Not Determinative</td>
</tr>
<tr>
<td>Amount of Preference</td>
<td>LBE preference = 2.5% of Cost</td>
<td>SBE preference = 2.5% of Cost</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LBE preference = 5% of Points</td>
<td>SBE preference = 5% of Points</td>
<td></td>
</tr>
</tbody>
</table>

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

<table>
<thead>
<tr>
<th>Business Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address</td>
</tr>
<tr>
<td>Telephone No.</td>
</tr>
<tr>
<td>Type of Business</td>
</tr>
</tbody>
</table>

*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE*

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the foregoing information I am requesting that the Business named above be given the following preferences (please check):  

- [ ] Local Business Enterprise  
- [ ] Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: __________________________ , California

Date: __________________________

Signature: __________________________

Print name: __________________________

City of San Jose  
RFP 09-10-30
ATTACHMENT D - INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Leases Authorized Activities, and use of the Site. The cost of such insurance shall be borne by the Lessee.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" Form Number CG 0001) including products and completed operations, unmodified contractual liability, XCU (Explosion, Collapse and Underground), fire legal liability; and

2. The coverage described in Insurance Services Office Form Number covering Automobile Liability, code 1 “any auto,” or code 2 “owned autos” and endorsement CA 0025. Coverage also to include code 8 “hired autos” and code 9 “non-owned” autos; and

3. Workers’ Compensation insurance as required by the State of California and Employer's Liability insurance (for Lessees employees); and

4. Property insurance against all risks of loss to any Lessee improvements or betterments; and

5. Professional Liability Errors and Omissions insurance for all professional services.

B. **Minimum Limits of Insurance.** Lessee shall maintain limits no less than:

1. General Liability: $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Including $100,000 Fire Legal Liability; and

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and

3. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by Labor code of the State of California and Employers Liability limits of $1,000,000 per accident; coverage shall be endorsed to state carrier waives its right of subrogation against the City of San Jose, its officials employees, agents and operators; and

4. Property Insurance: Full replacement cost with no coinsurance penalty provision; and

5. Professional Liability Errors and Omissions Insurance $2,000,000 each occurrence/aggregate limit; and

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and reviewed and approved in advance by City. At the option of City's Risk Manager, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to
City, its officers, officials, employees and volunteers; or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City.

D. **Other Insurance Provisions.**

The general liability policy is to contain, or be endorsed to contain the following provisions:

1. City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by, or on behalf of, Lessee, Premises and/or space owned, occupied or used by Lessee, or automobiles owned, leased, hired or borrowed by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees or volunteers. Additional Insured endorsement CG 2010 11/85 or similar; if newer form used add CG 2037 07/04; CG 2009 is not acceptable.

2. Lessee's insurance coverage shall be primary insurance with respect to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees or volunteers.

4. Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the Agency/City.

6. Coverage shall contain a waiver of subrogation in favor of the City of San Jose its officials, employees, agents and contractors

All coverages

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. **Verification of Coverage.** Lessee shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work occupancy or activity commences. As an alternative to City's forms, Lessee's insurer may provide complete, certified
copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Proof of insurance shall be mailed to the following address or any subsequent address, as may be directed in writing by Risk Management:

City of San José – Human Resources
Risk Management
200 East Santa Clara Street, 2nd Floor Wing
San José, CA  95113-1905
FAX No. (408) 286-6492

with a copy mailed to:

G. *Subcontractors.* Lessee shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

H. **Review of Coverage.** These insurance requirements shall be subject to periodic review by City's Risk Manager. Should the Risk Manager require any change in any coverage such change shall be communicated in writing to Lessee and Lessee shall comply with the said change within thirty (30) days of the date of receipt of the notice.