

A. BID INFORMATION

The University of Colorado seeks bids for the solar design, install and finance Project.

PR005332 - Campus Rooftop Solar (CINC)

BACKGROUND

Increasing onsite production of renewable energy is in support of our campus long term goal of carbon neutrality and our ongoing focus of reducing our environmental footprint.

OVERVIEW

We are planning to take advantage of Xcel Energy's mid-size solar reward program to finance, design and install 100 kW solar PV on the roof of the CINC building located at 1777 Exposition Drive, Boulder, CO.

GOALS

Compatible with Xcel mid-size Tier 2 solar reward program (>100 kW). No campus funding upfront. Option to purchase seven years from now. Known cost of future ownership (seven years from now). Known cost of power to campus (during 1st seven years, and following 13 years if applicable). Campus has reservation with Xcel at 10 cents/kWh (REC price). This project must be installed and fully commissioned before August 20, 2010.

STATEMENT OF WORK

Successful bidder must demonstrate experience financing, designing and installing solar PV systems on flat roofs in high wind zones. Provide evidence of experience installing solar systems that meet the following specifications:

System size: approximately 100 kW

Racking system: self ballasted, no roof penetrations, engineered for 110 mph wind zone (Exposure C).

Any roof penetrations as well as roof loading must be pre-approved by the University of Colorado and must not void any existing warranties. All work is to be performed by Black Roofing.

Must secure ballast to racking system to prevent removal of PV system components.

The successful bidder is responsible for hiring a licensed professional structural engineer to analyze the proposed solar PV system with regard to existing roof structure to support the

additional load. The structural engineer is responsible for wet stamping the construction drawings and stating all design loading conditions.

Monitoring: must provide independent third party revenue grade web base data monitoring:

Efficiency: Use minimum module (panel) efficiency of 13%.

Electrical: State your design DC to AC derate factor as well as panel tilt.

Main electrical room is located in room 195 in CINC building. Conduit and conductors for the solar installation must be routed from the roof to this location. The main distribution board is 480/227V, 4000A. There are two, 350A breakers feeding chillers, two, 800A breakers feeding distribution panels. There is no ground bus located in the electrical room or ground bus riser. The ground will have to attach to building steel. All conduit and conductors from solar panels shall be sized and installed per latest edition of the National Electrical Code and CU Standards. All exposed conduit routing must be reviewed and approved by the University of Colorado prior to installation.

Financing: successful bidder must demonstrate the following:

- Experience working with State of Colorado customers and full understanding of Xcel Energy Solar Reward Program for Midsize Rooftop Financing and Installation.
- Must provide past evidence of financing 100 kW projects in Colorado.
- Project will utilize Xcel Energy's Solar Rewards – Medium Program Tier 2. Assume REC price of 10 cents per kWh (prior reservation with Xcel).
- Finance offering must account for the following costs that shall be paid by the bidder:
 - Maintenance and operations
 - Procurement and installation
 - Property taxes
 - All costs associated with data monitoring (cost of dedicated phone line).
 - Structural engineering design/review.
- Provide system purchase cost to UCB after seven years.
- Indicate price of energy from the solar system to UCB during your ownership of this system (prior to purchase of system by UCB).

MINIMUM MANDATORY OFFEROR QUALIFICATIONS

- Minimum qualifications: 3+ years solar PV project financing.
- Design and installation experience within the State of Colorado.

- Complete familiarity with Xcel Energy Solar Rewards Program (mid-size >100kW).
- Successful experience and project completion with tax exempt customers.
- List of at least five similar projects in Colorado and contact information for same.

MINIMUM SERVICE REQUIREMENTS

- Complete maintenance and upkeep during first seven years of system operations.
- Provide online access to electrical energy production.

AGREEMENT THAT WILL BE SIGNED BY THE PARTIES WITHOUT ALTERATION.

The awarded vendor will be expected to sign the Agreement attached to this solicitation as Attachment A, without alteration. If at the time of Agreement processing, the awarded vendor insists on changes to the Agreement, the University reserves the right to discontinue Agreement processing with the awarded vendor and to begin Agreement processing with the vendor providing the next best offer to the University thereby revoking the award to the awarded vendor and transferring it to the next best offeror.

The University prefers that the valuation figure for the Solar Facilities as of the last Day of the seventh Commercial Operation Year will be stated in the Agreement itself---see Article 2.2, the paragraph following the word "OR" in large font---but can accept the fact that such may be stated in a letter that is separate from the Agreement---in which case the paragraph before the word "OR" in large font will appear in the contract. Interested parties may want to be sure their company and attorney will be willing to sign Attachment A without alteration before going to the trouble of responding to this solicitation.

Important Provisions in Attachment A (the Agreement to be signed with awarded vendor). The Agreement attached as Attachment A contains many important provisions, including but not limited to, language addressing the following issues:

1. The vendor will be the one point of contact for the purchase, installation, maintenance and financing of the effort. The vendor will be responsible to the University for the vendor's act/omissions and those of its subcontractors even after assignment of the Agreement to a financing entity, if an assignment occurs.
2. The University is not going to indemnify, hold harmless, or make whole any party for any reason. In particular, if the characterization of the business arrangement changes for some reason, and that change affects tax-exempt status as such may be claimed for income tax purposes, the vendor will absorb the loss. The University will use best efforts to avoid acts/omissions that compromise tax-exempt status for income tax purposes of the vendor, but there will be no indemnity, hold harmless or make whole by the University.
3. Colorado law governs the contract.

4. There will be no arbitration, mediation or any other alternative dispute resolution mechanism.
5. There will be no provision for the winning party in a court action or any other action to obtain attorney fees or court costs.
6. The University will pay no taxes of any kind, except for possible solar energy use tax as explained below in item # 7. In particular, the Colorado personal property tax due on the solar panels---which the vendor will own until and unless the University buys out the vendor---is the sole responsibility of the vendor to pay and absorb as a cost of doing business.
7. The vendor must pay any taxes due on the production and delivery of solar energy to a particular point and the University will pay any tax levied on the taking or use of solar energy from a particular point.
8. The vendor will maintain general liability insurance, auto insurance and workers compensation insurance and list the University as "additional insured" and "loss payee", this later designation pertaining to damage to University property. The University is self insured and will not list any party as "additional insured". See Article 14 in Attachment A to this solicitation.
9. The University will not lease any space to the vendor for the solar panels nor grant any easements, whether traditional or solar. The University will sign a document with the vendor that describes access issues regarding the real property and the building on which the solar panels will be placed.
10. The vendor's rate to the University for Solar Energy shall be \$0.075 per kWh, and will remain firm for one year and will increase one percent per year in the 2nd through 7th years, rounded to the nearest one-hundredth cent per kWh. See Section 8 and Exhibit C to the Agreement attached as Attachment A to this solicitation.
11. The vendor must provide a ceiling amount for buyout of the solar panels in the seventh year to be included in its bid response---no "then-current value" as determined in 2017.
12. The vendor will sign the Attachment A Agreement first---before the University signs.

PRICE INFORMATION

The University will base its award of this solicitation on the pricing that a vendor provides below, using the meaning of capitalized terms that appears in the Agreement that appears as Attachment A to this solicitation:

A. Fair Market Value buyout price of the Solar Facilities as of the First Day of the seventh month through the last Day of the twelfth month of the seventh Commercial Year : \$ _____

(The above dollar figure will appear in Article 2.2 of the Agreement that is signed with the awarded Vendor or in a separate letter agreement if required by the awarded vendor.)

B. Seller Termination Payments in the event of uncured default by Buyer at various times:

From the beginning of Commercial Operation Year Five Through the last Day of Commercial Operation Year Five: \$ _____

From the beginning of Commercial Operation Year Six Through the last Day of Commercial Operation Year Six: \$ _____

From the beginning of Commercial Operation Year Seven Through the last Day of the six month Of Commercial Operation Year Seven: \$ _____

Beginning of Commercial Operation Year Eight and thereafter: Determined by Seller in good faith

The above dollar figures and other information will appear in Exhibit B of the Agreement that is signed with the awarded vendor.

The determinate factor for award of this solicitation shall be the total of items A (one dollar figure) and B (three dollar figures) above, it being understood that the University will triple-weight the figure in item A because it is this figure that most interests the University.

B. ADMINISTRATIVE INFORMATION

- 1. Sole contact for this Invitation for Bid is: John Paul Robb Project Manager, UCB Facilities Management

453 UCB, Room 356
Boulder, CO 8030-0453
303.492.5840
John.robbs@colorado.edu

2. **Due date for this Invitation for Bid is May 19, 2010 at 3:00 PM.**

MAILING NOTE: Responses to Invitations for Bids MUST be submitted in sealed format only. Telephone or facsimile responses will NOT be accepted. **In the lower left corner of the envelope containing your bid, include: the bid number, opening date, and opening time. Highlight this information in yellow. Be sure to sign your bid before mailing.**

IF MAILING:
UNIVERSITY OF COLORADO
Facilities Management
1540 30th Street, Room 328(reception)
Campus Box 453
Boulder, CO 80309

EXPRESS MAIL: Please note that the national express carriers may make deliveries to an off-campus address, even though packages are addressed as above. LATE BIDS WILL NOT BE ACCEPTED.

3. Questions regarding this solicitation will be accepted in writing only and only up until 3:00 PM on **May 11, 2010** Questions can be submitted via Email to john.robbs@colorado.edu
4. Responses to offerors' inquiries will be published as a modification on BIDS in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the bid.
5. Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Agent of such matters immediately upon discovery and prior to the bid opening.

C. BID FORMAT AND EVALUATION

1. A single copy of the sealed bid, to include cover page, will be accepted until the date and time indicated, and at that time publicly opened. The University reserves the right to accept or reject all or part of a bid. Vendors may print or type their bids. Illegible bids or writing shall be deemed non-responsive and will not be evaluated. Vendors are required to submit bids on the Bid Response sheets included with this document or provide bids in the same format.
2. A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. The University will be the sole judge in determining the acceptability of an offer. The University also reserves the right to reject any or all bids in part or in whole and to waive technicalities. Any decision shall be considered final.
3. An authorized representative of your firm must sign each bid.
4. **ACCEPTANCE OF BID CONTENT:**
The contents of the bid (including persons specified to implement the project) of the offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.

D. AWARD

1. Award determination will be made to the responsive and responsible bidder(s) whose bid meets the requirements and criteria set forth in the IFB.
2. It is expressly understood that this agreement does not grant seller an exclusive privilege to furnish to the University any or all of the type of products and services which are the subjects of this agreement that the University may require. The University expressly reserves the right to contract with others for the purchase of products and services that are comparable or identical to the products and services which are the subject of this agreement.

E. TERMINATION

The awarded bidder(s) shall comply with the requirements as to brand, quality, quantity, time frame, and all other provisions of this solicitation. If bidder(s) fail to perform, the University reserves the right to take remedial action (upon written notice), including canceling the original award in whole or in part, for cause and make an award to another bidder. Cause is defined as failure to meet requirements of the bid within specifications and conditions, or failure to correct deficiencies upon receipt of notice. Failure to maintain performance after notice will be sufficient cause for immediate cancellation of the award.

F. STANDARD INSURANCE REQUIREMENTS FOR GOODS AND SERVICES

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages appearing at Article 14 in Attachment A to this solicitation.

G. SUBMITTAL REQUIREMENTS:

Please provide one (1) original and Two (2) copies of your response. Your quote must contain the following information, in the order and format provided below.

- A. **Minimum Mandatory Qualification.** Provide a brief description of how you meet the Minimum Mandatory Qualification listed above.
- B. **Section G.VII. Documentation.** Submit all documents listed in this bid.
- C. **Signature Block.** Please provide the "Signature Block" page which is Section VI., below.
- D. **W-9.** Please provide a W-9 as found at: <http://www.cu.edu/psc/forms/W-9-psc.pdf>

ATTACHMENT A (the Agreement the awarded vendor and the University will sign.)