**I. INTRODUCTION**

1. BACKGROUND AND SCOPE OF WORK

The goal of the Project is to develop an on-site solar photovoltaic (PV) generating facility that will supply up to 80% of the current annual electrical energy needs of the new Santa Barbara Airline Terminal at a rate that is competitive with rates offered by Southern California Edison (SCE).

1. CITY CONTACT

The City has designated XXXX, as its Contact for this RFP. Contact information is listed below:

Purchasing Supervisor

Telephone: (XXX) XXX-XXXX

Fax Number: (XXX) XXX-XXXX

[E-mail: XXXXXX@SantaBarbaraCA.gov](mailto:E-mail:%20XXXXXX@SantaBarbaraCA.gov)

Sealed proposals for RFP No. XXXX shall be received for the **Santa Barbara Airline Terminal Solar Photovoltaic Project** per the attached terms, conditions and specifications. Proposals will be received in the City of Santa Barbara Purchasing Office, located at 310 E. Ortega Street, Santa Barbara, California, until **3:00 p.m.,** March 20, 20XX:

MAILED RFP's should be addressed as follows:

**RFP No. XXXX**

**City of Santa Barbara**

**Purchasing Office**

**PO Box 1990**

**Santa Barbara, CA 93102-1990**

Or delivery by hand or courier or next day delivery to:

**RFP No. XXXX**

**City of Santa Barbara Purchasing Office 310 K Ortega Street Santa Barbara, CA 93101**

Any inquiries or request regarding this procurement should be submitted to the City's Contact in writing. Offerors may contact ONLY the City's Contact regarding this solicitation. Other City employees do not have the authority to respond on behalf of the City and contact with unauthorized City personnel may result in disqualification.

**II. CONDITIONS GOVERNING THE PROCUREMENT**

**GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

1. **Receiving Time/Late Proposals**

It is the responsibility of offeror to see that their proposal is submitted with sufficient time to be received by the Purchasing Office prior to the proposal closing time. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. Telegraphic, telephonic and facsimile proposals will not be accepted.

**Late proposals are not accepted regardless of postmark and will be returned unopened to the sender.**

1. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter

of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

1. **Mandatory Meeting**

A **MANDATORY** meeting will be held on February 26, 20XX, at 9:00 a.m., at the Airport Maintenance Conference Room, located at 1699 Firestone Road, Santa Barbara, CA, to discuss the specifications and field conditions. RFP Documents are available at the Purchasing Office and at the meeting.

1. **Incurring Cost**

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

1. **Prime Contractor Responsibility**

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime contractor.

1. **Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

1. **Amended Proposals**

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City personnel will not merge, collate, or assemble proposal materials.

1. **Offeror's Rights To Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the City's Contact.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

1. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is requested by the City.

1. **Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

1. **Disclosure of Proposal Contents**

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made, all proposals will become a public record. Under the California Public Records Act, any information submitted with a response is a public record subject to disclosure unless a specific exemption applies.

In the event that a proposer desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The proposer must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. In addition, vendors must provide a written explanation for the basis of the claim, including the reasons why the information is confidential and a certification that the information has not been released to the public and is not publicly available elsewhere. Statements identifying the entire document as confidential or which do not specifically identify which information is claimed as confidential and provide an explanation for the claim are not acceptable for this purpose.

If a proposer submits information clearly marked proprietary or confidential, the City will consider a proposer's request for exemptions from disclosure. However, the City will make a decision regarding disclosure based upon applicable laws, including the California Public Records Act. It is the proposer's obligation to defend any legal challenges seeking to obtain said information at its sole expense and proposer agrees indemnify and hold harmless the City, its agents and employees, from any judgment or damages awarded against the City in favor of the party requesting the materials. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

1. **No Obligation**

The procurement in no manner obligates the City to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

1. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Barbara.

1. **Sufficient Appropriation**

Any contract awarded, for multiple years, as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

1. **Errors and Restrictive Specifications**

If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the offeror should immediately notify the City's Contact at XXX-XXX-XXXX designated in Section 1, paragraph B. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a Proposer knows of or should have known of an error in the RFP but fails to notify the City's Contact of the error, the Proposer shall submit their bid at their own risk and if awarded a contract, shall not be entitled to additional compensation or time by reason of error or its later correction.

A Proposer who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must include recommended language and the reason for proposing the change. **The City's Contact must receive any requests in writing no later than 5 working days before the submission deadline.**

1. **Legal Review**

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP. Any proposer concerns must be promptly brought to the attention of the Buyer.

1. **Governing Law**

This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

1. **Oral Changes and Basis for Proposal**

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

1. **Contract Terms and Conditions**

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Appendix A, "Contract Terms and Conditions." However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Appendix A, that proposer must propose specific alternative language. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

1. **Proposer's Terms and Conditions**

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City.

1. **Contract Deviations**

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the City and the selected proposer and shall not be deemed an opportunity to amend their proposal.

1. **Proposer Qualifications**

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP. The City will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer.

1. **Right To Waive Minor Irregularities**

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

1. **Right To Publish**

Throughout the duration of this procurement process and contract term, potential proposers and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the contract.

1. **Ownership of Proposals**

All documents submitted in response to the RFP shall be become the property of the City of Santa Barbara and are subject to public records request.

1. **Contract Award**

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation to City Council. City Council may approve the agreement and/or direct staff to negotiate the final terms and execute the contract.

This contract shall be awarded to the proposer or proposers whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to Council for approval.

1. **Protest Deadline**

All parties wishing to file a protest shall comply with the procedures set forth below.

A protest relative to a particular RFP must be submitted in writing and addressed to the General Services Manager, City of Santa Barbara, 310 E. Ortega St., Santa Barbara, CA 93101 and be received by the City by 3 p.m. of the 5th business day following notification to the bidder of a recommendation to award the purchase order/agreement to another firm. The protest shall

contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest shall be hand delivered or sent via certified mail.

1. The protest document must contain a complete statement of the factual and legal basis of the protest.
2. The protest document must refer to the specific portion of the RFP document that forms the basis of the protest.
3. The protest must include the name, address, and telephone number of the person representing the protesting party.
4. The General Services Manager will issue a written decision on the protest within TEN working days of receipt of the written protest.
5. If the protest is rejected, the party filing the protest shall have SEVEN calendar days to file an appeal to the City's Finance Director. He or she will issue a ruling within 15 working days. If he or she determines the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future Purchase Orders/contracts.

**Protests received after the deadline will not be accepted.**

1. **Records and Audits**

The CONTRACTOR shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Contract and shall be subject to inspection by City. The City shall have the right to audit any billings or examine any records maintained pursuant to this Contract both before and after payment. Payment under this Contract shall not foreclose the right of City to recover excessive and/or illegal payments.

1. **Enforcement of Contract/Waiver**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

**III. RESPONSE FORMAT AND ORGANIZATION**

1. **NUMBER OF RESPONSES**

Proposers may submit multiple proposals, if desired. The City is not recommending or suggesting that proposers submit multiple proposals. The City is merely stating an available option. If a proposer chooses to submit multiple proposals, each must be entirely separate from the others. The Evaluation Committee will not collate, merge, or otherwise manipulate the proposer's proposals.

1. **NUMBER OF COPIES**

Proposers shall provide five (5) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

1. **PROPOSAL FORMAT**

All proposals must be typewritten on standard 81/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.), include a letter of transmittal, and placed within a binder with tabs delineating each section. The submittal (excluding the Letter of Transmittal and appendices) should be no longer than 20 double sided pages and must contain the following items:

**1. Letter of Transmittal**

1. Identify the submitting organization and all independent entities participating together;
2. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
3. Identify the name, title, telephone and fax numbers, and e-mail address of the person designated as point of contact for the organization;
4. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
5. Accepts conditions governing procurement;
6. Be signed by the person authorized to contractually obligate the organization; and
7. Acknowledge receipt of any and all amendments to this RFP.

**2. Qualifications**

Demonstrate team experience and expertise. Specifically demonstrate recent (last five years) team experience with each element presented below on projects of similar size and scope, which employ an approach similar to this Project. Place emphasis on projects where the proposed team has worked together in the past.

* Successfully negotiating and executing PPA agreements,
* Financing proposed projects,
* Permitting project development, especially experience with permitting projects located in California's Coastal Zone, or in other complex situations or settings,
* Construction of similar systems that were completed on-schedule and functioned as designed, and
* Demonstrate successful long term operation of PV systems, including history of meeting output goals and a commitment to maintenance through documentation of past project performance and reliability.

**3. Key Personnel**

**Describe** the Project team composition and include resumes of key personnel. The City must be promptly notified of any changes in personnel prior to award. Identify any Offerors or team members involved in litigation related to design, installation or maintenance of a solar PV collection system, or related to a power purchase agreement.

1. **References**

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

1. **Preliminary Design Concept**

Present a basic preliminary plan of the proposed solar electric system design, which shall include:

* Site plan showing location and arrangement of proposed solar modules, support structures and inverters;
* Support structure design concept and type of collection system (fixed, single axis, dual axis) proposed;
* Schematic electrical diagram showing points of connection to the City's distribution   
  system or grid, inverter locations, meters and other main components;
* Equipment table listing manufacturer, model number, warranties and quantities for solar modules, inverters and meters;
* Technical system data, including:
  + - * + Power capacity (DC kW), measured at the inverter(s) input
        + Power capacity (AC kW), measured at the site distribution system interconnection points
        + Estimated capacity factor (%), annual output (kWh), and annual output degradation rate, including the methodology used to develop the estimates
* Highlight benefits specific to the proposed system and how the proposal showcases solar PV for the public; and
* Demonstrate system output by providing a summary printout of a model run using the PVWATTS v.2 computer program developed by the National Renewable Energy Laboratory using appropriate system parameters for the proposed solar energy collection system.

Schedule

Present a proposed development schedule showing major milestones. Identify any anticipated impacts on Airport operations.

Proposal Worksheets

Attach completed *Proposal Worksheets* (Appendix 5) in the form provided herein including:

* Proposed rate sheet for annual kWh pricing
* Anticipated annual production in kWh
* Agree in principle to the Draft Power Purchase Agreement

**6. Project Work Plan**

Describe your understanding of the project and approach. Include deliverables, milestones,

assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

The City may require oral presentations.

**IV. PROJECT DESCRIPTION/SPECIFICATIONS**

|  |  |
| --- | --- |
| **TENTATIVE SCHEDULE**  Evaluation, Interview and Selection Completed  Contract Negotiation Complete  City Council Approval  Design and Permitting Complete  Construction Complete  Project Completion | May 20XX September 20XX October 20XX November 20XX May 20XX  June 20XX |

The City shall have the right to modify or cancel the Pre-submittal Meeting and Site Visit date, Deadline for Submitting RFP Questions and RFP Proposal Submittal Due Date prior to the opening of the

submitted proposals by duly noticed addendum. All other tentative schedule timeframes are approximate and provided for informational purposes only.

**BACKGROUND**

The City wishes to identify a qualified Offeror with demonstrated experience in:

* Installation, maintenance and operation of grid connected solar PV systems in excess of 300 kW;
* Securing financing for development of large solar PV collection systems;
* Sale of solar electric power to government agencies by means of a power purchase agreement structured to utilize tax and incentive benefits to minimize the cost of purchased power.

The goal of the Project is to develop an on-site solar PV generating facility that will supply up to 80% of the current annual electrical energy needs of the new Santa Barbara Airline Terminal at a rate that is competitive with rates offered by SCE. Airport anticipates that such a system will:

* Improve sustainability of new Airline Terminal by reducing carbon emissions and overall environmental impact of the facility through use of solar power.
* Provide energy to the Airport over the term of the agreement at a price less than or equal to power provided by SCE.
* Eliminate uncertainty of future electricity rates and reduce dependence on foreign energy sources.
* Create a decentralized, local power source for the new Airline Terminal.
* Showcase solar PV technology for the community and Airport users.

The new Airline Terminal building, which is located at 500 James Fowler Road, was opened in late 2011. The historic terminal and short-term parking lot portions of the project were opened in August 2012. Over 700,000 airline passengers use the Terminal annually to travel, non-stop, to and from five cities in the western United States aboard 32 flights daily. The facility is open to the public approximately 20 hours each day.

The new Airline Terminal was designed to be energy efficient and has attained a Leadership in Energy and Environmental Design (LEED) gold rating. A 13 kW solar PV collection system was installed and is operated by the Airport on the roof of the new Terminal building. This system is integrated into the Airline Terminal's electrical system and has been enrolled in the California Solar Initiative.

Southern California Edison (SCE) is the electric utility serving the facility. Invoices from SCE for energy used at the Terminal over the past year are attached as Appendix 1.

To provide access for the Offeror's potential connection to the Airline Terminal electric service yard, the Airport installed four 3" conduits running from the Airline Terminal electrical service yard (southwest corner of the new Terminal building), terminating 5' north of the existing SCE Surface Operable Enclosure (SOE) located off the intersection of James Fowler Road and William Moffett Place (see attached PV Conduit Exhibit — Appendix 2 Photovoltaic Conduit Routing Exhibit). These conduits run into the electrical service yard to the proposed location of a future disconnect switch (disconnect to be provided by Offeror) and into the switchgear. The switchgear has a 1,200 amp circuit dedicated for the future photovoltaic installation (Appendix 3). The Offeror will be responsible for any and all additional costs associated with supplying power from the proposed site to the Airline Terminal.

**PROJECT DESCRIPTION**

The proposed solar collection facility will be constructed on canopies in the Airport's Long Term Parking Lot 1. The lot covers approximately 6 acres and is located directly east of the north end of the Airline Terminal. The long axis of the lot is oriented in an east-west direction. The northern edge of the lot borders the airfield. The proposed solar PV collection system should employ the most appropriate technology and design for the selected site to minimize the cost per kWh for the Airport.

The City expects to enter into a Power Purchase Agreement (PPA) with the Project Developer for a term of twenty (20) years. The Project Developer will have contractual responsibility for accomplishing and paying all costs for design, permitting, installation, operation, maintenance, investor arrangements, and financing of the solar PV collection system and all appurtenant equipment.

The system proposed by the Offeror must be designed and sized to deliver energy to the Airport at a price competitive with current SCE rates. Airport will only consider proposals where the present value of energy purchased from the PPA provider is below, or equal to, the present value of the same energy purchased from SCE over the term of the agreement. Offeror must consider past billing data, including time-of-use and seasonal rates, to determine the feasibility of the proposed system. Airport will model each proposal to determine if the offeror's price for energy produced by the system is competitive with SCE rates over the term of the anticipated agreement. When doing the analysis, Airport will assume a 3% annual rate increase for SCE energy and will use a discount rate of 5% for the present value calculation. Generally, larger capacity systems will be favored over smaller capacity systems, and physically smaller systems will be favored over physically larger systems where the proposed systems demonstrate comparable economics.

To reduce costs to both parties, Airport anticipates that the Draft Power Purchase Agreement, presented as Appendix 4, will form the basis of the agreement between the Airport and the Project Developer. The Santa Barbara City Attorney will negotiate minor changes to the draft agreement on the Airport's behalf, but will not re-negotiate a new agreement. Proposers must agree in concept to the draft agreement and identify any specific terms where additional negotiation would be required.

The Project will be carried out by the Project Developer in conformance with all applicable laws and codes, and SCE interconnection requirements for net-metered installations. The City will assign any incentive payments, Renewable Energy Credits, and all other environmental attributes associated with the project to the Project Developer (or system owner) and will purchase all electrical energy produced by the system pursuant to the PPA. The Project Developer is responsible for seeking incentive payments, and will be expected to take advantage of tax incentives, including tax credits and accelerated depreciation, to minimize the cost of power delivered to the City. The successful proposer will be required to comply with the applicable laws governing wage rates that are in effect at the time of construction.

Some of the unique challenges associated with the Airport that will impact site layout, schedule, technology employed and performance of the system, include:

* Proximity to aircraft and Airport operations,
* FAA requirements and approvals necessary to construct,
* Located in the California Coastal Zone and subject to requirements of the Local Coastal Plan,
* Subject to City of Santa Barbara requirements, review and permitting process, and
* Proximity to, or presence in, a floodway or floodplain.

The Project Developer will provide real-time web-based monitoring of energy consumption at the Airline Terminal and power generated by the proposed system accessible at no charge to the Airport.

The system proposed herein should be operational by October 2015. DESIGN PARAMETERS

1. The system developed by the Project Developer will be fully integrated into the Airline Terminal power supply system and the electrical grid, with the delivery and metering point in the Airline Terminal electrical service yard. The Project Developer shall supply and install all equipment necessary to interconnect the PV system with the Airline Terminal electrical system. All costs associated with utility interconnection shall be borne by the Project Developer. All transmission lines constructed by the Project Developer will be underground.
2. The PV collection system may not interfere with the safe operation of the Airport, including FAA equipment, aircraft operations, Airport operations and parking lots. If the completed system interferes in any way with safe operation of the Airport, the Project Developer will immediately and entirely eliminate the source of any interference at their sole cost. The Project Developer will phase construction of the Project to minimize disruption to Airport parking activities, if necessary.
3. Capacity of the parking lot should be maintained.

The PV collection system and support structure must be aesthetically pleasing and of a style and design acceptable to the Airport Department, Architectural Board of Review, Planning Commission, building department, and other review and approval bodies, while minimizing environmental impacts. Santa Barbara Solar Design Guidelines are available for general guidance. See [www.santabarbaraca.gov/services/planning/design/features/solar.asp](http://www.santabarbaraca.gov/services/planning/design/features/solar.asp)

1. Project Developer shall install PV modules with a minimum manufacturer's warranty of 25 years and inverters with a minimum manufacturer's warranty of 10 years. All Project equipment and appurtenances will be installed in conformance with manufacturer's recommendations and applicable codes. All solar electric generating equipment, inverters and meters used on the Project must:

a. All PV modules shall be tested and listed by UL and shall meet the

requirements specified in UL 1703 to ensure compliance with applicable safety standards, including but not limited to safe operation and disconnection from the electrical distribution system in the event of internal equipment failure, or separation from the distribution system.

b. PV Modules shall:

1. Be CA Energy Commission Certified and shall meet all the requirements for being eligible for CSI Incentives.
2. Be on the CA Energy Commission list of approved products (<http://www.gosolarcalifornia.ca.gov/equipment/index.php>)
3. Have a minimum CA Energy Commission PTC rating of 88% of the nameplate.
4. Have a minimum rating of 12.0 watts per square foot DC. PV modules shall have a positive electrical tolerance.

c. The manufacturer of the PV modules must have had at least 5 (five) years of successful

operating experience in producing PV modules with an aggregate successful operating capacity of at least 5 MW per year. Manufacturer of the module shall be able to provide evidence of this qualification.

d. PV Modules shall have a warranty that includes the following elements:

1. All PV modules shall have a warranty period that begins at the date of start-up.
2. PV Module(s) produce a power output of ninety percent (90%) or greater at the end of 10 years.
3. PV Module(s) produce a power output of eighty percent (80%) or greater at the end of 25 years.
4. State if the warranty is based on PVUSA Test Conditions or Standard Test Conditions.
5. PV Module(s) must possess at 10-year workmanship warranty.
6. If the proposed solar facility impacts existing lighting for public or operational areas, Project Developer will provide adequate high-efficiency replacement lighting, consistent with FAA and city requirements, as part of development of the Project. Lighting conditions will meet lighting standards appropriate for the area. All parking lot lighting should continue to be grid tied.
7. Support structure design must minimize perching and nest building opportunities for birds.
8. All materials used to construct the Project shall be suitable for marine environment applications, including but not limited to, the following:
9. Above-ground conduit and conduit fittings shall be rigid, liquid tight flexible metallic conduit, or equivalent, as approved by City.
10. Fasteners and hardware shall be galvanized steel, stainless steel, or corrosion and sunlight resistant material, as approved by City.
11. In addition to meeting the local electrical code requirements, all conductors shall be copper and carry at least a damp location rating or better if required by code.
12. Structural materials shall be suitable for use under the prevailing environmental conditions for which they are intended. This includes, but is not limited to, a marine environment. Material exposed to the marine environment shall be galvanized steel, stainless steel, anodized aluminum, or corrosion and sunlight resistant material, as approved by City.

e. PVC electrical raceways, enclosures, and/or fittings shall not be approved where exposed to sunlight.

1. Maintenance of the proposed system will be the responsibility of the Project Developer. Non-storm water discharges associated with maintenance of the system are prohibited.
2. While the system should showcase solar PV technology for the public, the Airport will not be responsible for theft, damage or vandalism.

**SERVICES PROVIDED BY THE CITY OF SANTA BARBARA**

1. Provide a City Project Manager as a point of contact for all dealings with the Project Developer.
2. Provide any available information about the site facilities.
3. Provide assistance with the City's discretionary review and permitting process.
4. Maintain on-site vegetation during the term of the agreement so as to provide access to sunlight substantially equal to the currently existing conditions.

**Appendix List**

1. Past SCE bills
2. Photovoltaic conduit routing exhibit
3. Electrical single line diagram
4. Proposed Power Purchase Agreement
5. Required proposal worksheets
6. Nondiscriminatory Employment Certificate
7. Non-Collusion Declaration

**V. EVALUATION**

**A. EVALUATION POINT SUMMARY**

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of the proposals. Only finalist proposers will receive points for an oral presentation and demonstration.

Specifications: Maximum Points:

Economic Value 45

System 30

Experience 15

Schedule 10

**TOTAL 100**

**B. EVALUATION FACTORS**

1. Economic Value - Proposed price per AC kWh delivered to Airport over term. (45 points)
2. System - Generating capacity, size, configuration and type of equipment (specifying module type, inverters, preliminary mounting type/design, monitoring equipment, output, how Project is showcased to public). (30 points)
3. Experience - Demonstration of successful experience in the timely finance, planning, development and operation of solar PV systems of comparable size and/or type under a PPA (or similar) approach. (15 points)
4. Schedule - Detailed schedule including agreement development, construction and operation timeline, with anticipated impacts to Airport operations. (10 points)

**C. EVALUATION PROCESS:**

1. All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The City may contact the proposer for clarification of their response as specified in Section II.
3. The City may use other sources of information to perform the evaluation as specified in Section II,Paragraph 22.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible proposers with the highest scores may be selected as finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalist who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from oral presentations and product demonstrations will be added to the previously assigned points to attain final scores. The responsible proposer whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the City Council as specified in Section II. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

SELECTION AND NEGOTIATION PROCESS

The City will conduct the following steps in making the selection and negotiating an agreement:

* All proposals will be reviewed for completeness, clarity and conformance with Project criteria and submittal requirements. The top proposals will be identified based on the above selection criteria, clarification of any key issues, as necessary, and reference checks.
* Project Developers that have submitted the best proposals will be invited for an interview with the City selection committee. Project Developer must be represented by Key Personnel identified in the submittal during any interview.
* Based on the proposal submittals and interview results, the City will enter into negotiations with the Project Developer(s) whose proposal(s) best serve the City's interests with the goal of finalizing the power purchase agreement and any other needed agreements. Negotiations may include a request by the City for a best and final offer from any or all of the Project Developers.