

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide **Solar Power System Design and Installation**. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Sean Torin
Acquisition Management Specialist
Department of Administration
Office of State Procurement
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: sean.torin@state.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	February 2, 2018
Cutoff Date for Questions	February 20, 2018 at 3:00 PM CT
Response Due Date	March 2, 2018 at 3:00 PM CT

SUBMITTING QUESTIONS

Questions must be submitted in writing to the Acquisition Management Specialist (AMS) listed above. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Contact regarding this RFP with any State personnel other than the AMS may result in rejection of the response.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

SPECIAL TERMS AND CONDITIONS

PREFACE STATEMENT. The information contained below describes the special terms, conditions and specifications applicable to the request for proposal (RFP/solicitation) and subsequent contract, and is in addition to the general terms and conditions.

1. PURPOSE

The purpose of this RFP is to establish Statewide master contracts for the design and installation of fixed tilt ground mount, pitched-roof, and flat rooftop (low sloped roof) photovoltaic (PV) installations on behalf of Minnesota State agencies and CPV members. Individual projects may include energy storage and may be behind the meter or interconnected for net metering. The State reserves the right to ask for financing options at the project level, however, any renewable energy credits (RECs) must remain the property of the State agency or CPV member. Systems within the scope of this RFP may include PV parking lot canopies.

The State of Minnesota and/or CPV members are hereinafter referred to as Owner.

2. CONTRACT PERIOD

The Contract term will begin on the date of contract execution and continue through 12 months, with the option to extend up to 48 months, upon agreement by both parties.

3. ESTIMATED AMOUNT

The estimated total dollar value of the Contract(s) for **one year** is \$1,000,000 to \$1,500,000. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

4. COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS

Upon written approval by the Office of State Procurement, the Contract(s) will also be available to approved CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State web site www.mmd.admin.state.mn.us/coop.htm.

At the project level, CPV Members may have additional requirements above and beyond the requirements set forth in this RFP. The Contractor, at the project level, shall agree to the additional requirements as long as they are made aware of the requirements at the time of a request for quotation. Additional requirements may include, but are not limited to, federal funding which requires Davis-Bacon Prevailing Wage reporting. If the Davis-Bacon hourly rate classification is higher than the State's Prevailing Wage rate classification contractors may adjust their labor rates per classification.

5. REQUIRED CAPABILITIES AND EXPERIENCE

No exceptions shall be allowed for the following required capabilities:

General

- A. The Contractor must have commercial installation experience and must have installed 3 PV systems over 20 kW within the 12 months prior to the RFP due date. The State reserves the right to require documentary evidence of the minimum required experience prior to contract award.
- B. The Contractor must provide proof of certification by the North America Board of Certified Energy Practitioners (NABCEP).

Project Level

- C. The Contractor must conduct a site assessment to determine appropriate options for solar systems and produce a quote for the completed installation.
- D. The Contractor must obtain all required permits, interconnection agreements, and any other regulatory approval.
- E. The Contractor must design a complete PV system.
- F. The Contractor must fully install and interconnect a functioning PV system in compliance with all laws, ordinances, and codes.

- G. The Contractor must ensure all electrical work is performed by a licensed electrician in accordance with Minn. Stat. § 326B.33.

6. INSTRUCTIONS FOR SUBMITTING A RESPONSE

Responders must download the separate Price Schedule to this RFP. **The price schedule contains multiple tabs.** The Price Schedule must be completed by the Responder and uploaded with the solicitation response. If the Price Schedule is not returned with your solicitation response, your response will be rejected. The State reserves the right to reject any solicitation line item or the entire response because of improper price alterations. Responders do not have to bid on all utility service area zones. Responders must complete the tab indicated in the Price Schedule for each service area they propose. Responders should review the Price Schedule for additional instructions for submitting a response.

7. SERVICE AREA ZONES

The State service area zones shall be divided according to utility service area. The following areas are defined and an interactive map of utility service areas can be found at: <http://www.mngeo.state.mn.us/eusa/index.html>. The Responder shall indicate within which service areas they are able to develop. The Responder shall design their proposal for one or more of the following utility service areas:

- A. Xcel Energy
- B. Minnesota Power
- C. Ottertail Power
- D. Cooperatives, municipal owned, and other non-investor owned utilities

8. AWARD

The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State. The State reserves the right to evaluate by individual Service Area Zone (Zone) and/or groups of Zones, or all Zones as deemed in the State's best interest, therefore the Responder is strongly encouraged to respond to all Zones for which the Responder is able to provide service. Responders are not required to offer a response on all Zones. The State reserves the right to re-solicit and/or award additional contracts to procure the products/services specified and/or related to this solicitation. The State may utilize alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

9. RESPONSIBLE CONTRACTOR REQUIREMENT (Minn. Stat. § 16C.285, Subd. 3)

List and submit all first-tier Subcontractors on Attachment A, titled "Attachment A – First-Tier Subcontractors List." This may be submitted with the response, but it must be submitted prior to contract execution. If additional Subcontractors are added to a project after execution of a contract, complete and submit the attachment titled "Attachment A-1 Additional Subcontractors List" within 14 days of retaining the additional Subcontractors. Attachment A-1 verifies the additional Subcontractors have been certified as in compliance with the requirements of Minn. Stat. § 16C.285. Upon request from the State agency/CPV Member, the Contractor shall submit copies of the signed certifications of compliance from all Subcontractors of any tier.

10. INQUIRIES

Questions from prospective responders regarding this RFP shall be submitted in writing to the Acquisition Management Specialist no later than February 20, 2018 at 3:00 PM CT.

11. BUYING "OFF" CONTRACT

The Owner reserves the right to request specific equipment or products to be utilized under the Contract for cost containment and necessary product design. At the Owner's discretion, the Owner's qualified personnel may do their own work even though it may be covered under the Contract. The Contracts do not prohibit agencies from using their delegated local purchasing authority to procure similar goods and services from other Contractors by soliciting bids, proposals, or utilizing other methods authorized by law.

12. ADMINISTRATIVE FEE

The State reserves the right, at any time during the Contract period, to amend the Contract to change or add fees. This may include fees directed to the Department of Administration's Office of State Procurement, Minnesota IT Services (MN.IT), or other state entities. The reporting requirements and amount of the fee will be specified in the Contract amendment. The Contractor will be allowed to adjust the Contract pricing up to the percentage of any additional fee(s).

13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

For **state agencies**, Professional/Technical Services **must** be related to the equipment and/or software purchased from this Contract and **is limited** to \$25,000 per project. Based on the size, scope and complexity of the project, the State (Department of Administration, Office of State Procurement) reserves the right, on a case by case basis, to approve dollar limits exceeding \$25,000 per project. Professional/Technical Services above the \$25,000 dollar limit **must** be related to said project. State agencies **must** request, in writing, and obtain prior written approval from the OSP - Professional/Technical Contracts Section, before proceeding with projects exceeding the \$25,000 limit. A separate contract containing the terms of the Professional/Technical Services will be required for State agencies and may be required for CPV members.

14. FUNDING OUT CLAUSE

Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of goods or services in the Contract, whether due to a lack of direct funding or agency reallocation or funding, or if operations of any paying entity are being discontinued. The State must provide the Contractor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contractor. The State is not obligated to pay for any goods or services accepted or provided after notice and effective date of termination. However, the Contractor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

15. EVALUATION OF RESPONSES

The State reserves the right to use estimated usage and/or scenarios to evaluate responses. The State reserves the right to compare like items. The State may eliminate an item from consideration from all responses. For the purpose of evaluation, if a responder leaves blank or enters "No Bid" into a line item blank the State will enter the highest price received from all responders for that line item. The State reserves the right to request additional scenarios for evaluation of price.

16. PRICING OFFERED IN RESPONSE

Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses, and registrations. Prices should be considered ceiling pricing, and Contractors may offer lower pricing when submitting quotes for individual projects.

- A. **Pricing per Scenario.** Pricing must include all aspects of a fully installed and functional system, as detailed in the Proposal Content section, under ideal circumstances. Ancillary items should be considered separately.
- B. **Site Assessment.** The site assessment must consist of an analysis including, but not limited to, optimal location, mounting options, expected energy output, and system cost.
- C. **Materials.** Materials purchased through this Contract must be for furnish and installation. Materials will be furnished on a cost-plus percentage markup basis. Cost is defined as the actual cost the Contractor pays the supplier for goods/services or materials the State or CPV Member orders. Only cost specifically detailed in the billing statement, quote, or invoice from the supplier will be subject to the not to exceed cost plus percentage mark-up detailed on Contract.

Quotes must include the Contractors cost of the product including applicable tax and shipping. The percentage mark-up must only be applied to the actual cost of the product and services. The not to exceed cost-plus percentage mark-up must be itemized on the quote.

The State reserves the right to require the Contractor to secure competitive bids for materials being furnished. If the Contractor is required to secure competitive bids for materials, the State may request to review documentation to verify that competitive procurement practices have been used.

- D. **Labor.** The Responder's hourly labor prices shall include, but are not limited, to government taxes, Social Security, unemployment compensation, insurance payments, employees' fringe benefits, complete insurance coverage of employees and Subcontractors, property damage, public liability insurance, prevailing wage, etc.

Hourly rates may be used for quoting ancillary work upon written approval by the Owner's representative.

- E. **Mileage and Travel Expenses.** The State will pay mileage when travel to and from the job site exceeds 100 miles round trip per day (i.e. accumulated mileage). Each mile exceeding 100 accumulated miles per day may be charged this per mile rate. The accumulated mileage must be from the Contractor's closet dispatch center/service location to the work site. The State reserves the right to use the mileage found in Google Maps™ to determine mileage. The State will not pay mileage, labor costs, or any overtime labor associated with travel to pick up materials.

The Responder will provide a multiplier that will be used to multiply the most current mileage rate from the State of Minnesota Commissioner's Plan, posted on the OSP website:

<http://www.mmd.admin.state.mn.us/commissionersplan.htm> to determine the contractor's total reimbursable mileage rate for this contract.

Example: Current Mileage Rate for 2018 @ \$0.545 x Mileage Rate Multiplier @ 1.15 = Contract Mileage Rate @ \$0.627

State of Minnesota Commissioner's Plan mileage rate will be adjusted annually, but the mileage rate multiplier will not be allowed to increase over the life of the Contract. However, if the Contractor wishes to decrease the multiplier, the State will accept this by executing a Contract Amendment and the decrease must be offered to all users of the Contract.

Per Diem costs for meals may be charged for a project but require prior written approval from the ordering entity. Per Diem for meals must be estimated and included as part of the quote. The State is to be billed at the actual cost or the maximum reimbursement amount, whichever is less. The State may require receipts for any meal reimbursement requested by the Contractor under the provisions of the Contract.

Alternative to mileage costs, the State will pay for lodging costs at hotel and motel accommodations that are reasonable and consistent with the lodging facilities available in the area of the project. A lodging cost may not be charged on the same day mileage costs are charged. The decision to apply a mileage cost or lodging cost on a particular day of the project must be made at the time of issuing a quote and agreed upon by the ordering Owner. Any mobilization, mileage, or lodging costs exceeding the quote amount agreed upon must be approved in writing by the ordering Owner before being charged.

- F. **State Excise and Use Tax.** The State's Direct Pay permit will not apply for orders against a contract awarded through this solicitation. The Responder is understood to have included in its response price any applicable State or federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized.
- G. **Permits.** The Contractor is responsible for obtaining all necessary permits, plan reviews, and inspections required for the work. Permits and Plan Reviews required by local authorities or the State shall be secured and paid for by the Contractor. The Contractor will be reimbursed for the actual cost of such permits or plan reviews if the cost is itemized and evidence of the permit and its cost is attached to the invoice.

17. COMPLIANCE WITH TAX LAW REQUIREMENTS.

- A. The State cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Architect/Engineer to receive final payment.
- B. Every subcontractor working on the Project must submit an approved "Contractor Affidavit" from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is strongly encouraged to obtain the certification from each Contractor immediately following the Subcontractor's completion of work on the project. Delays in completing the forms until after the project is complete may result in significant additional work for the Contractor in collecting the required forms.

- C. The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the "Employment Taxes & Employer Responsibilities Seminar" or similarly offered classes. You can find a schedule and more information on the Department's website at: <http://www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx>

Complying with this requirement is considered part of the Work under this Contract. Contractor delay in complying with this requirement may cause the State to delay final payment and Contract Acceptance. The State may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

18. INVOICES.

The Contractor will be responsible for providing an invoice for each project, as directed on the purchase order. If directions for submitting invoices were not provided on the purchase order, contact the Owner for instructions on where to send the invoice.

At a minimum, each invoice should include, but is not limited to, the following:

- Contractor Name
- SWIFT Master Contract Identification Number
- Purchase Order Number
- Invoice Number
- Invoice Date
- Owner's Representative
- Invoicing Period (Period of time that work was started and completed on project)
- Itemized list of all work performed
- Subcontractor invoices submitted for the project
- Supplier's list price, percentage mark-up and total materials billed.
- Copies of supplier's invoice.
- Local and state taxes
- Freight/delivery cost (actual cost)
- Mileage expenses
- Itemized expenses, with receipts, for lodging and parking expenses per person per day
- Staff travel logs and/or timesheets (if requested or applicable)
- Documentation of times and dates must be disclosed on the expense worksheet and attached to the invoice
- Payment and Performance Bond (When applicable)
- Builder's Risk Insurance cost (When applicable)

19. PAYMENT AND PERFORMANCE BONDS.

The Contractor must have the capability to provide a payment and performance bond per project (furnish equipment and installation) that is quoted **\$100,000.00** or greater per Minn. Statute 574.26.

The Contractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Oblige.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Contractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a

maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Contractor shall be responsible for getting the consent, and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Contractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by the original surety. The Contractor shall pay the premium(s) on such new Bond(s). The Contractor acknowledges that further payments to the Contractor may not be made until the new surety has been qualified and approved.

20. PAYMENT.

All goods and services provided must meet all terms, conditions, and specifications of the Contract and the ordering document. Additionally, the goods and/or services must be accepted as satisfactory by the ordering entity before payment will be issued. Partial invoices may be submitted on a monthly basis. Full and final payment to the Contractor will be made upon final written verification of the work by the Owner.

21. OTHER ADMINISTRATIVE REQUIREMENTS.

Additional tasks to be completed at the time of issuing an invoice include, but are not limited to, the following:

- Prevailing Wage Payroll Reports submitted by the Contractor and all Subcontractors.
- State of Compliance form submitted with each Prevailing Wage Payroll Report submitted.
- IC-134 "Withholding Affidavits" submitted with the final invoice for Contractor and all Subcontractors.

22. ADDITIONAL SERVICES OR CHANGE IN CONTRACT SERVICES.

The State reserves the right to add or delete services and or products (material/parts) or to competitively bid additional services or products. The State reserves the right to participate in other contracts by Minn. Stat. § 471.59 for procuring these goods and/or services that may be covered by these contracts.

23. SUBSEQUENT CONTRACT REVISIONS.

No oral or written instructions from State agencies or officials to change any provision of this Contract shall be accepted by the Contractor without approval of the Office of State Procurement. Any such requests shall be reported by the Contractor to the Acquisition Management Specialist.

24. AWARD OF RELATED CONTRACTS.

In the event the State undertakes or awards a supplemental contract for work related to the Contract or any portion thereof, the current Contractor shall cooperate fully during the transition with all other Contractors and the State in all such cases. All contracts between Subcontractors and the Contractor shall include a provision requiring compliance with this section.

25. AWARD OF SUCCESSOR CONTRACTS.

In the event the State undertakes or awards a successor contract for work related to the Contract or any portion thereof, the current Contractor shall cooperate fully during the transition with all other Contractors and the State in all such cases. All contracts between Subcontractors and Contractors shall include a provision requiring compliance with this section.

26. COORDINATION OF WORK.

No work shall begin until the Contractor has received a purchase order. This purchase order will be presented to the Contractor by the authorized representative from each agency or CPV member. Upon written request, the Contractor shall submit a tentative work schedule in writing to the requesting agency or CPV member for approval prior to starting work.

27. RESPONSE TIME.

Upon receipt of a purchase order, the Contractor shall contact the agency or CPV member where work is to be performed or materials to be delivered within five calendar days acknowledging the receipt of order and to schedule work start dates with owner. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the Owner.

28. DELAYS.

The Contractor shall notify the Owner immediately of any prospective delays in the completion of the projects. Such notice shall be given in writing as soon as the contractor recognizes the prospect of delay. The Owner must approve all such requests.

29. CHANGE ORDERS.

The Owner's authorized representative may require or the Contractor may make a written request (describing the nature of the proposed change) for certain changes in the scope of work described in a purchase order. If the Owner's authorized representative agrees to the changes and the costs for the changes, a Change Order will be issued. Change Orders will only be considered if they are based on materially different work conditions that could not have been expected from available information at the time the original purchase order was issued, or that deviate from assumptions listed on the Price Schedule and an add/deduct from an available Price Schedule line item will not resolve the matter. Verbal authorizations for a Change Order must be followed up with a written Change Order as soon as possible.

The Contractor can only proceed with work beyond the work authorized by a purchase order if the Owner's authorized representative has approved the change and a Change Orders is being issued.

30. BUILDING CONSTRUCTION CONTRACTOR REGISTRATION.

Persons who perform public or private sector commercial or residential building construction or improvement services as described in Minn. Stat. § 181.723, Subd. 2 must register with the Department of Labor and Industry (DLI). Contractors must be registered prior to receiving a contract award. See Minn. Stat. § 326B.701.

- A. Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services must be registered with the Department of Labor and Industry.
- B. The registration requirement does not apply to workers and businesses that are already licensed, registered, or certified with the Department of Labor and Industry, nor does it apply to employees.
- C. General or Prime Contractors will be able to verify that subcontractors are registered no the searchable Department of Labor and Industry Contractor Look-up website.
- D. The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees, and coercing others to form a business entity.

For additional information and to register go to www.dli.mn.gov/register or contact the Department of Labor and Industry at 651.284.5074 or email: dli.register@state.mn.us.

31. NON-MINNESOTA CONTRACTORS.

Minn. Stat. § 290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed \$50,000. The statute allows for an exemption of this requirement under specific circumstances that are listed in the "Reason for Exemption" section of the Exemption from Surety Deposits for Non-Minnesota Contractors Form (see link below). The Contractor must file a separate application for exemption for each contract.

In order to formalize this exemption you must, prior to being sent a Contract, complete this Form available at http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf, and submit to Minnesota Revenue. If approved, provide the Owner with a copy executed by Minnesota Revenue. The address to send the form for execution is:

Minnesota Revenue
Mail Section 5410
St. Paul, MN 55146-5410

32. SECURITY REQUIREMENTS/BACKGROUND CHECKS.

If specified by the Owner, prior to the performance of any work under this Contract and to ensure the safety and security of all employees, data, customers, and assets, Contractor shall conduct a new Background Check on all individual(s) selected for work under this contract prior to each individual working on-site, whether an employee or sub-contractor. The selected individual(s) may be required to complete and submit any required consent forms. Contractor shall be responsible for the review and evaluation of Background Check results, in compliance with all State and Federal laws. Costs related to Background Checks conducted by Contractor shall be the sole responsibility of Contractor. At a minimum, a Background check must include:

- Criminal History Check (Including, but not limited to, County or State, State of Minnesota Bureau of Criminal Apprehension, and the National Sex Offender Registry.);
- Social Security Number and Address Verification;
- FBI Identity History Summary Check; and
- Other legally required checks (drug tests, Mantoux tests, fingerprints, tax records, etc.).

In addition, governmental entities (including state agencies) may require their own Background Check on individual(s) selected for work under this contract. When required by a governmental entity, the selected individual(s) shall be required to complete and submit any required consent forms, including but not limited to investigation forms, photo identification, and fingerprinting. Governmental entities reserve the right to decline any Contractor's staff accordingly and in compliance with all state and federal laws. Costs related to Background Checks conducted by a governmental entity shall be the sole responsibility of that governmental entity.

33. RIGHT TO INSPECT AND REQUIRE WORK.

Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor's expense so as to conform to the Contract. If the Owner, or its authorized representative, judge that the work being performed by the Contractor is not in strict conformance with the Contract, the State or CPV member, or its authorized representative, shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

34. WARRANTY.

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of specified or superior quality and new, that the work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this RFP. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

35. DELIVERY, STORAGE AND HANDLING.

The Contractor shall be responsible to inspect all components on delivery to ensure that no damage occurred during shipping or handling for furnish and installation projects. Materials must be stored in original undamaged packaging in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft until ready for installation.

36. CONDUCT.

All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

37. REMOVED ITEMS AND CLEAN-UP.

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the work, the Contractor shall remove and legally dispose of waste materials, rubbish, the Contractor's tools, equipment, machinery, and surplus materials from the project premises and surrounding area. The construction site must be completely restored to its original condition. The cost of cleanup performed by the Owner as a result of the Contractor's failure to provide the cleanup required by this solicitation will be deducted at the actual cost to the Owner from the Contract sum.

38. WORK NOT PERMITTED OR REQUIRES REAL ESTATE AND CONSTRUCTION SERVICES APPROVAL FOR STATE AGENCIES.

Repair work, new installations, or extension of an existing system covered by this Contract does not extend to modification of building structural, mechanical, or electrical components, even though this work may be incidental to – or necessary for – repair/modification unless approved in advance by Real Estate Construction Services Office. Should such work be required, immediately notify the facility director/representative to contact Real Estate Construction Services Office to ensure qualified professional building design resources are involved in undertaking such modifications.

39. UTILITIES. Contractor shall protect above and below grade utilities in conformance with Minnesota Department of Transportation (MnDOT) Specification 1507 and shall contact Gopher One Call at 651-454-0002 (website: www.gopherstateonecall.org) to locate on-site utilities. Contractor shall provide the ordering agency with the Gopher State One Call locates confirmation number.

40. SAFETY.

The State agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the State may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of the Contract procedures, or other problems.

The Contractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury, or loss to:

- A. All persons.
- B. The building and all other real or personal property at the work site.
- C. All equipment at the building, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the State if, during the term of the Contract, the Contractor observes or otherwise learns of any conditions which:

- A. In the Contractor's judgment, poses a threat to the safety of person or property;
- B. Adversely affects the equipment; or
- C. Is in violation of any applicable codes or regulations.

41. DAMAGE.

At its expense, the Contractor shall promptly remedy and repair all damage or loss to any property caused by the Contractor. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of the Owner.

42. WORKMANSHIP AND LICENSES.

The Contractor must employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

43. FIRE SAFETY INSTRUCTION FOR CONTRACTORS.

Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include, but are not limited to, building codes, electrical codes, safety codes, and owner's personnel/property protection codes. Contractors are responsible for obtaining the owner's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.

44. HAZARDOUS MATERIALS.

If hazardous materials are suspected or discovered during work operations, stop work and notify the Owner. Hazardous materials include, but are not limited to, regulated asbestos containing materials, lead, PCB's, and mercury. Do not proceed with work until Owner has been notified and disposition of hazardous material has been completed.

45. ZONES WHERE THERE IS NO CONTRACT COVERAGE.

State agencies and CPV members that need work performed in a Zone that is not covered by a Contract, are allowed to contact a Contractor who does have a Contract through this solicitation. Under such circumstances, the Contractor may agree at his/her discretion to extend the Contract pricing, terms, and conditions on an individual project basis.

46. JOINT VENTURES.

The State does not preclude joint ventures among groups of Contractors when responding to the solicitation. However, one representative must submit a response on behalf of all the others in the group. Proof of who is legally responsible for the response (and the Contract, if awarded) among the members of the group who must accompany the response.

47. SUBCONTRACTING.

In the General Questions section of the SWIFT Event, answer yes to the question if your company intends to use subcontractors for this Contract. Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract. See Attachments A, and A-1, Responsible Contractor forms. No markup will be allowed on Subcontractor invoices. All work subcontracted will be paid at the actual cost submitted on the Subcontractor's invoices.

After the effective date of the Contract, the Contract shall not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded.

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

48. SUBCONTRACTOR PAYMENT.

In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within ten (10) days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

49. PURCHASING CARDS.

Contractors may accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card, but it may be increased as it relates to this contract with the state's and the Contractor's approval.

50. PREVAILING WAGE.

All State funded or partially State funded work against this contract is subject to the prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Work under this contract includes, but is not limited to, Code No. 707, Electricians, Code No. 717, Pipefitters – steamfitters, Code No. 719, Plumbers, Code No. 720, Roofer/waterproofer, Code No. 721, Sheet metal workers.

The Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, via email as attachments, to the email address provided on the purchase order. If an email address is not included on the purchase order, contact the Contracting Authority to obtain the appropriate email address.

The Contractor and Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within fourteen (14) days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. No other payroll forms will be accepted to meet this requirement.

The Contractor and Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF format. The subject line of the email must provide the company name, contract/purchase order number, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/ls/FaqPrevWage.asp>. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

Federal Davis-Bacon Prevailing Wage. Federally funded or partial federally funded projects are subject to the Davis-Bacon Act which requires that all contractors and all tier of subcontractors performing on federally funded projects (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered purchase orders.

If a project is federally funded and Davis-Bacon prevailing wages are required, the requesting agency or CPV Member shall notify the contractor of this requirement upon a request for quotation. The requesting state agency or CPV Member must download the Davis-Bacon wage determination for the county in which the project will take place. See Federal Wage Determinations Online.gov at <http://www.wdol.gov/dba.aspx>.

If State and federal funds are being used to fund a project both State and federal prevailing wage requirements and wage rates must be included on the order. If the Davis-Bacon hourly rate classification is higher than the State's prevailing wage classification contractors may adjust their labor rate per classification.

CPV Requirements:

To avoid any statutory penalties, each CPV member is subject to Minn. Stat. §§ 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, who issue purchase orders against a State annual contract for construction need to collect certified payroll records containing the information required in Minn. Stat. § 177.30.

Mn/DOT BUILDING CONSTRUCTION PREVAILING WAGE PROJECT INSTRUCTIONS. To meet Minn. Stat. § 177.43 requirements, the Contractor and Subcontractor(s) shall submit payroll forms according to MnDOT (Office of Construction, Transportation Building, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

- A. All Contractors shall submit a payroll statement to the Department of Transportation, Minn. Stat. § 177.44, subd. 7. The statement shall be submitted based on the Contractor's payment schedule. If a Contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All Contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

Each Statement submitted shall include all employees that performed work under the contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):

1. Contractor's name, address, and telephone number
2. State project number
3. Payroll report number
4. Project location
5. Workweek ending date

6. Name, social security number, and home address for each employee
 7. Labor classification(s) and/or three-digit code for each employee
 8. Hourly straight time and overtime wage rates paid to each employee
 9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee
 10. Authorized legal deductions for each employee
 11. Project gross amount, weekly gross amount and net wages
- B. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1-11) of this section. However, Contractors needing a payroll form may utilize the “front side” of the U.S. Department of Labor’s, WH-347 Payroll Form. This form is available by visiting the Labor Compliance website (www.dot.state.mn.us/const/labor).
- C. All payroll records must be accompanied with a completed and signed MnDOT 21658 – Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).
- D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed. (Minn. Stat. § 177.30(1)(2)(3)(4)).
- E. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).
- F. At the end of each pay period, each contractor shall provide every employee, in writing an accurate, detailed earnings statement. (Minn. Stat. § 181.032).
- G. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department of Transportation, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with records, deemed appropriate by the requesting agency to determine compliance with these contract provisions. (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).
- H. At the Department of Transportation’s discretion, the project engineer may administer the submission of payroll records according to MNDOT’s Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A(4)(d).
- I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the Department of Transportation may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available on-line at: <http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprodivastate.pdf>.

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION
PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial and Highway/Heavy

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

**THIS SOLICITATION INCLUDES THE COMMERCIAL AND HIGHWAY/HEAVY
PREVAILING WAGE RATES FOR ALL 87 COUNTIES. THIS IS A TOTAL OF
1035 PAGES.**

**THE RATES ARE ON SEPARATE PDF FILES LOCATED WITHIN THE
ATTACHMENTS.**

**SUGGESTION IS TO DOWNLOAD AND SAVE A COPY TO YOUR DESKTOP
AND PRINT A HARDCOPY OF THE COUNTIES IN WHICH YOU ARE
PROVIDING A PRICE PROPOSAL.**

**THESE RATES WILL APPLY FOR THE TERM OF THE AWARDED
CONTRACTS.**

Insurance Requirements

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Contract.

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor, under this Contract, can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies shall remain in force and effect throughout the term of the Contract.

REQUIREMENTS FOR THE CONTRACTOR: The Contractor's policy (ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Contract.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

NOTICE TO THE CONTRACTOR: The failure of the State of Minnesota to obtain Certificate(s) of Insurance, for the policies or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the Owner retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the state, and copies of policies must be submitted to state's authorized agent upon written request.

The insurance and insurance limits required herein shall not be deemed as a limitation on the Contractor's liability with regard to the indemnities granted to the Owner under the contract.

NOTICE TO INSURER: The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claim payments based on any assumption that they are protected by immunity of the State.

Coverage under the General Liability policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

The liability limits specified by the contract are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella or other basis, to the Additional Insured for any and all covered claims.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

- A. Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:
- a. Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:
 - \$100,000 – Bodily Injury by disease per employee
 - \$500,000 – Bodily Injury by disease aggregate
 - \$100,000 – Bodily Injury by accident
 - b. Coverage C: All States Coverage
 - c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
 - d. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contactor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

- B. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contractor from MN Workers' Compensation requirements.

If, during the course of the Contract, the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

2. Automobile Liability Insurance: The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence combined Single Limit Bodily Injury and Property Damage

B. Coverages:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile
- Waiver of subrogation in favor of the State of Minnesota

3. Commercial General Liability: The Contractor shall maintain insurance to cover claims arising from operations under this Contract, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Contract.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate
\$2,000,000 - Annual Aggregate applying to Products and Completed Operations
\$ 50,000 - Fire Damage (any one fire)
\$ 5,000 - Medical Expense (any one person per occurrence)

B. Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal Injury & Advertising Injury

- Products and Completed Operations Liability
- Contractual Liability as provided in ISO form CG 00 01 04 13 or its equivalent.
- Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or equivalent
- Independent Contractors – Let or Sublet work
- Waiver of Subrogation in favor of the State of Minnesota
- Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

4. **Professional Liability, Errors and Omissions**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

5. **Umbrella or Excess Liability**

An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Contract.

Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

6. **Builder's Risk Insurance**

The Contractor must have the capability to provide Builder's Risk Insurance.

CPV Members:

CPV Members must consult with their Risk Management Department to determine if Builder's Risk is to be required. If required, the CPV Member is responsible for informing the Contractor that the cost of the Builder's Risk insurance is to be included in their quotation.

State Agencies:

Builder's Risk is waived for projects less than \$50,000.

For projects that are \$50,000 and greater, the Contractor is required to provide Builder's Risk. State agencies are responsible for informing the Contractor that the cost of the Builder's Risk insurance is to be included in their quotation. State agencies must collect the Builder's Risk Certificate of Insurance prior to issuing a purchase order.

BUILDER'S RISK – BY CONTRACTOR

The Contractor shall be responsible for providing and maintaining "All Risk" or equivalent Builder's Risk policy insuring the interest of the Owner, Contractor, and any tier of Subcontractor. Coverage on an "All Risk" or equivalent basis shall include the perils of flood, earthquake and pollution cleanup expense. Builder's Risk limit of liability shall be equal to the amount of the contract. Any deductible shall be the sole responsibility of the

Contractor and shall not exceed \$10,000 without the written approval of the Owner.

- .1 The Builder's Risk policy will cover all materials, supplies and equipment that are intended for construction and specific installation in the project while such materials, supplies and equipment are located at the project site, in transit and while temporarily located away from the project site for the purpose of repair, adjustment or storage at the risk of one of the insured parties.
- .2 Any property not covered by the Builder's Risk policy, such as the Contractor's or any tier of Subcontractor's licensed motor vehicles or personal property, including job trailers, machinery, tools, equipment and property of a similar nature not destined to become a part of the project, shall be the responsibility of the Contractor or Subcontractor at any tier, and such person or organization may self-insure or provide other insurance at its option for the same.
- .3 Waiver of Liability: Absent Owner or Architect sole negligence or breach of specific Contractual duty specifically and logically related to the damage or loss, the Owner or Architect will not be responsible for loss or damage to property of any kind owned, borrowed, rented or leased by the Contractor, Subcontractors of all tiers and/or the Contractor's/Subcontractors employees, servants or agents.
- .4 Waivers of Subrogation: The Owner and Contractor waive all rights against (1) each other and any of their Subcontractors of all tiers and (2) the Architect, and the Architect's Subcontractors of all tiers for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the provisions hereunder or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, and the Architect's Subcontractors of all tiers, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- .5 All losses and claims shall be immediately reported to the Contractor, Owner and applicable insurance carrier, under loss notice procedures as directed by the Contractor.
- .6 Any loss insured hereunder is to be adjusted with the Contractor and made payable to the Contractor as trustee for all insured parties, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Contractor shall pay the Owner a just share of any insurance moneys received, and by appropriate agreement, written where legally required for validity, shall require the Contractor to make just share payments to the Subcontractors and lower tiered Sub-Subcontractors in similar manner.
- .7 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.
- .8 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

SPECIFICATIONS

General Specifications

- A. The proposed solar systems must be in compliance with all laws, ordinances, and codes.
- B. Detailed design work must be completed by qualified personnel.
- C. The system must be rated for local, Minnesotan weather conditions.
- D. The Contractor must secure all permits and approvals from governing agencies.

1. Specifications for Flat (low sloped) Rooftop Mounted Installations:

- A. The system should be sized with a 6 foot setback (distance from the array exterior to the roofing parapet or roofing perimeter).
- B. Mounting system shall limit roof penetrations and shall be either building integrated roof PV or fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and storm water runoff. Conduit penetrations shall be minimized.
- C. If system is not building integrated or membrane sealed, system shall be fixed tilt at 10 degrees with a 180 degree azimuth.
- D. All roof access points shall be securely locked at the end of each day.
- E. System layout shall meet local fire department, code and ordinance requirements for roof access.

2. Specifications for Ground Mounted Installations:

- A. Mounting system shall be either directly anchored into the ground (driven piers, concrete footers, etc.) or ballasted on the surface without ground penetration. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors.
- B. Panels' orientation or azimuth shall be within 20-30 degrees of due south.
- C. Panels' tilt shall be based on site latitude and wind conditions typical to the utility service area(s) indicated in the "SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS" Section 7: SERVICE AREA ZONES.
- D. The proposal shall include pollinator friendly ground covering. Plants and methods shall follow the Minnesota Department of Natural Resource's Pollinator Best Management Practices and Habitat Restoration Guidelines: http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf
- E. Storm water management and erosion control management plan shall be included in the proposal.
- F. Fencing and gate shall be included in the proposal.
- G. All lines interconnecting PV arrays to point of interconnection shall be underground.

3. Specifications for Pitched-roof Installations:

- A. The Contractor must provide site-specific mechanical, structural, and electrical engineering screenings to determine the optimal pitch roof configuration.
- B. Pitched roof PV arrays should preferably be flush mounted.
- C. For standing seam metal roofs, S-5 clips should be attached to the raised seam. Additional penetrations must be avoided.
- D. For composite asphalt shingle roofs, stand-off brackets should be bolted to structural members. Otherwise, retrofit mounting systems can be secured directly to the roof surface. All roof penetrations must be properly sealed.
- E. For all types of pitched roofing installations, the Contractor must work with the Owner to adhere to roofing warranty clauses.
- F. All roof access points shall be securely locked at the end of each day.

4. Calculations

- A. The Contractor shall provide a breakdown of their estimated system losses:
 - a. Soiling (%)
 - b. Shading (%)
 - c. Snow (%)
 - d. Mismatch (%)
 - e. Wiring (%)
 - f. Connections (%)
 - g. Light-Induced Degradation (%)
 - h. Name Plate Rating (%)
 - i. Age (%)
 - j. Availability (i.e., reductions in the system output caused by scheduled and unscheduled system shutdowns) (%)
- B. System Electrical Calculations. Provide with design development and again with 100% check set.

- C. System Advisory Model (SAM, sam.nrel.gov) or PVsyst simulations using proposed specific PV modules and inverters. The Contractor shall submit energy system modelling results for the specified installations.

5. Technical Requirements and Reference Materials

- A. Code Compliance. Installation and equipment shall comply with applicable building, mechanical, fire, seismic, structural and electrical codes. Only products that are listed, tested, identified, or labeled by UL, FM, ETL, or another Nationally Recognized Testing Laboratory shall be used as components. Non-listed products are only permitted for use as project components when a comparable useable listed component does not exist. Non-listed products proposed for use as components must be identified as such in all submittals.
- B. The contractor shall use project components that are or are made of materials that are recyclable, contain recycled materials, and that are EPA or Energy Star rated if they are available on the market.
- C. The publications listed below form a part of this document and are hereby incorporated by reference:
 - a. National Electrical Code (NEC)
 - b. UL 1703 Flat – Plate PV Modules and Panels
 - c. UL 1741 – Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems
 - d. FM Approved – Fire Protection Tests for Solar Component Products
 - e. IEC 62446 Grid Connected Photovoltaic Systems- Minimum Requirements for System Documentation, Commissioning Tests, and Inspections
- D. Other technical codes that shall apply include:
 - a. ASME PTC 50 (solar PV performance)
 - b. ANSI Z21.83 (solar PV performance and safety)
 - c. NFPA 853 (solar PV systems near buildings)
 - d. IEEE 1547 (interconnection standard)
 - e. ASCE/ SEI-7 – American Society of Civil Engineers – “Minimum Design Loads for Buildings and Other Structures”.
 - f. NRCA – National Roofing Contractors Association

6. Production Metering and Monitoring

- A. Projects shall include one production meter at each point of interconnection (POI).
- B. Metering shall include automated energy metering with TCP-IP stack allowing HTTP, SMTP, DHCP, FTP, and ARP for easy interconnection to the Owner's IT systems.
- C. The Owner will manage and have access to all data. The Contractor shall contact the Owner's IT department to ensure the metering device can easily transfer data to the Owner's current operating data infrastructure. The Owner requests an AMR system that logs data in 15-minute averages. All monitoring hardware and monitoring equipment shall be provided by the Contractor.
- D. Meters utilized for the project shall be UL listed, and shall comply with the utility(s)'s net energy metering requirements.
- E. Meters shall be installed in the main distribution panel (MDP) when possible. Meters shall not be mounted to the transformer housing without prior approval.

7. Utility Interconnection Agreement

- A. The Contractor shall coordinate with the Utility to ensure that the project satisfies all utility criteria for interconnection of the project to the specified utility service area(s) electric distribution system. This includes coordinating all negotiations, meeting with the Utility, design reviews, and participating in any needed interaction between the Utility and the Owner.
- B. The Contractor is responsible for preparing required submissions for obtaining the Net Energy Metering (NEM) and interconnection agreement from the utility. The Owner will sign the NEM and interconnection agreements, not the contractor.
- C. The Contractor shall manage interconnection and startup of project in coordination with the Site and the utility(ies). The Contractor shall at its own expense pay any interconnection, processing, and other fees and expenses as may be required by the Utility for interconnection and operation of the project.

8. Specifications for PV Modules for Ground Mount, Flat Rooftop, and Pitched-roof Systems

- A. PV modules shall be a commercial off-the-shelf product, shall be UL listed, and shall be on the California Senate Bill 1 (SB1) List of Eligible SB1 Guidelines Compliant Photovoltaic Modules to be eligible for Construction

Specifications Institute (CSI), and shall be properly installed according to manufacturer's instructions, NEC, and as specified herein.

- B. All modules chosen must have a PVUSA Test Condition (PTC) rating of 204 or greater and a current, $I_{pmax,low}$, under low irradiance, of 1.55 amp or greater.
- C. All modules installed in a series string shall be installed in the same plane/orientation
- D. PV array shall mean one or more PV modules having that same orientation and on the same maximum power point tracking (MPPT) system. Every array with differing orientation shall have a separate MPPT system. All PV hardware components shall be either stainless steel or aluminum. PV structural components shall be corrosion resistant (galvanized steel, stainless steel, composites, or aluminum).
- E. The projects, including supports and power conductors, shall not interfere with roof drains, water drainage, expansion joints, air intakes, existing electrical and mechanical equipment, existing antennas, and planned areas for future installation of equipment shown on drawings provided by the Owner.
- F. Power provided shall be either 208V, 480V or 13.8 kV three phase compatible with the onsite distribution system.
- G. The PV modules shall be installed such that the maximum amount of sunlight available year-round on a daily basis should not be obstructed. At a minimum, all PV arrays shall be shade free from 9 a.m. until 3 p.m. (solar time). All projects must include documentation of the impact from any obstruction on the seasonal or annual performance of the solar electric array.
- H. System wiring shall be installed in accordance with the provisions of the NEC.
- I. All modules installed in a series string shall be installed in the same plane/orientation.
- E. Warranty. No module will generate less than 95% of its specified minimum power when purchased. PV modules shall have a 25-year limited warranty that modules will generate no less than 80% of rated output under STC. PV modules that do not satisfy this warranty condition shall be replaced at no cost to the Owner. Measurement made under actual installation and temperature will be normalized to standard test conditions using the temperature and coefficients published in the module specifications. The entire system must have a 10-year warranty covering all components and system operability. The contractor is responsible for disposal and recycling of components that are replaced under warranty.
- J. Panel installation design shall allow for the best ventilation possible of panels to avoid adverse performance impacts.
- K. The Contractor shall provide the Owner with 1% additional PV panels (in case of replacement).

9. Specifications for Inverter Selection

- A. The Contractor may propose various inversion technologies (i.e., micro-inverters, string inverters, modules with optimizers) for projects, given the technologies comply to the following specifications:
 - a. UL/ETL listed
 - b. Peak efficiency of 96% or higher.
 - c. Power provided must be compatible with onsite electric distribution systems.
 - i. Install inverters and control panels in most optimum locations with appropriate environmental protection. Roofs may be used if structurally sufficient. If inverters are mounted outside they must be shaded from direct sun from 10 a.m. to 6 p.m. in the months of June to August and be able to be secured.
 - d. Operating instructions shall be posted on or near the system, and on file with facilities operation and maintenance documents.
 - e. Inverter shall have operational indicators of performance and have built-in data acquisition and remote monitoring.
 - f. The inverter must be capable of parallel operation with the existing AC power. Each inverter must automatically synchronize its output waveform with that of the utility upon restoration of utility power.
 - g. The inverter and system must utilize an astronomical timer or other means to shut down the inverter during night time to avoid energy usage at night.
 - h. Warranty. A 10-year manufacturers' warranty must be provided.

10. Installation

- A. Work includes furnishing and installation of a complete solar system, either behind the meter or connected for net metering in compliance with electric provider requirements.
- B. The State will perform or provide soil testing at the proposed site before any work or development by Contractor. The State will provide results and documentation to the Contractor.
- C. Electrical work must be performed by a licensed electrician in accordance with Minn. Stat. § 326B.33. The Contractor must be licensed by the North America Board of Certified Energy Practitioners (NABCEP) for installation of the equipment, including PV installation professional certification.

- D. The Contractor must provide all structural mounting equipment and install to match the panel configuration recommended by the panel manufacturer.
- E. The Contractor must conduct acceptance testing by starting the equipment and ensuring it achieves the performance requirements as specified in the system design. Performance testing must be conducted over a 24-hour period. These requirements are in addition to any other right of the Owner to inspect or accept the Equipment. Follow-up performance testing is to be conducted at approximately three months and one year from start-up.
- F. Areas where wiring passes through ceilings, walls or other areas of the building shall be properly restored, booted, sealed and returned to their original condition.
- G. All wiring between carports and the point of interconnection shall be underground and meet applicable codes.
- H. Thermal insulation in areas where wiring is installed shall be replaced to "as found or better condition." Access doors to these areas shall be properly sealed and gasketed.
- I. All field electrical devices shall have the capability to be locked as appropriate.
- J. Lightning Protection. The Contractor must provide surge protection on all electrical systems.
- K. Copies of all warranties must be provided to the Owner.
- L. The Contractor must provide three sets of as-built drawings, including one on CAD.

11. Maintenance

- A. The Contractor shall operate and maintain the PV system for project year 1 of operation and provide operating cost quotes. The Contractor is able to bid for continued operation and maintenance after project year 1 of operation.
- B. The Contractor must be able to recommend an appropriate schedule for maintenance of the system.
- C. The Contractor must provide operation, maintenance, and parts manuals for the equipment. The manual must cover all components, options, and accessories supplied; and the manual must include warranty, maintenance, trouble-shooting, and safety precautions specific to the supplied equipment.
- D. Recorded maintenance training for the Owner's staff must be provided.

DESIGN SERVICES POST AWARD

Solar PV systems shall be designed and engineered to maximize the solar energy resources, taking into consideration the customer's electrical demand and load patterns, proposed installation site, available solar resources, existing site conditions, proposed future site improvements, and other relevant factors.

Design Services shall require a schematic design submission, a design development submission, a check set submission and a construction document submission. A final set of as-built drawings shall also be provided to the Owner. These submissions shall be delivered to the State based on the project schedule submitted and approved by the Owner. The design package shall include the following enumerated details.

- 1. Timeline/Project Schedule.** Contractor is required to provide an estimate on project timeline and schedule.
- 2. Project Award Conference.** Within 21 calendar days after receipt of a project award. The meeting will be attended by the State team members and the contractor's personnel. At a minimum, the prime contractor's project manager and foreman, the primary designer, and a representative of any subcontractor performing over 25% of the work must attend. The meeting will be held at the project location. The purpose of the meeting will be to discuss the contractor's plan for completing the design and construction, including a construction schedule. A walk-through of the site will occur at the end of the meeting.
- 3.** All drawings, estimates, calculations, and specifications shall be in English units.
- 4.** The contract shall take into account a construction plan producing a minimum disruption of day-to-day activities, utilities, services, etc.
- 5. Equipment Information – Submit with Project Quotes**
 - A. System description
 - B. Layout of installation

- C. Selection of key equipment and layout of equipment
- D. Performance of equipment components, and subsystems with accompanying reports
- E. Specifications for equipment procurement and installation
- F. All engineering associated with structural and mounting details
- G. Controls, monitors, and instrumentation
- H. Operation and maintenance service plan for year 1 of project operation. Contractor is welcome to submit servicing bid for subsequent project years.

6. Installation Interconnection Information – Submit with Project Quotes

- A. Solar electric array orientation (degrees)
- B. Solar electric module tilt (degrees)
- C. Electrical grid interconnection requirements
- D. Integration of solar PV system with other power sources
- E. System type and mode of operation (utility interactive)
- F. Engineering screening process with Minnesota Public Utilities Commission

7. Performance Estimation Calculation – Submit with Project Quotes

- A. Proposal shall provide final estimated energy delivery results for each array, for each month of the year and total for the year at the delivered voltage (208V, 480V, or 13.8 kV).
- B. Contractor shall submit these site specific simulation results, (e.g., PVSyst report) to the Owner, after the Project Award Conference.

8. Construction Drawings

- A. The Contractor must provide drawings for each discipline required (architectural, structural, electrical, etc.), with separate plans for new work and demolition as well as special types of drawings where necessary, such as enlarged plans, equipment curbing and flashing details, roof penetration details etc. Drawings shall clearly distinguish between new and existing work.
- B. Each drawing shall indicate project title, project number, array identification and location, A/E firm, A/E's address and/or phone number, contract number, drawing title, drawing type, drawing number, and key plan. A cover sheet shall be provided and shall include a list of the drawings, legend, vicinity map, and location map in addition to all items required for each drawing. Each A/E submission shall be clearly dated and labeled (e.g. 75% Design Development Submission, 100% Check Set Submission, Construction Document Submission, As-Built Drawings, etc.). Each drawing sheet submitted shall include a graphic scale in the lower right-hand portion of the sheet. The final set shall be stamped by a registered engineer and/or registered architect for the state in which the building/carport is located. At a minimum, the following drawings are required:
 - a. Site plan including utility locations and connections – shall show staging and phasing requirements.
 - b. Electrical plans – including single line diagram and utility interconnection.
 - c. Electrical details.
 - d. Roof plan – showing the full layout of the system and detailing any obstacles that must be permanently or temporarily removed or relocated.
 - e. Array support and mounting details.
 - f. Any drawings that may be required to install a complete project.
 - g. Water proofing details
 - h. Snow removal details and practices
- C. Specifically address the means to keep the existing building accessible and operational by means of relocation and / or phasing.

9. Conditional Use Permitting

- A. The Contractor shall coordinate with the Owner to secure Conditional Use Permitting from local and regional jurisdictions. The contractor shall complete the city Electrical Permit Application and submit paperwork to the Owner.

EVALUATION PROCESS

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation team during the solicitation and the evaluation of the responses. A responder who contacts an evaluation team member may, as a result, have its response rejected.

PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist(s)

Phase IV - Sign Contract(s)

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a contractor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses. The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected contractor. If no award is made the responses are not made public until an award is made following a re-solicitation, or a year, whichever is sooner. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses. Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

Responses will be rated as follows:

Acceptance of Terms & Conditions	100 Points
Experience/Qualifications	300 Points
General Equipment Quality and Maintenance Plan	300 Points
Diversity and Inclusion	200 Points
Cost Component	<u>100 Points</u>
Total	1000 Points
TG/ED/VO Preference Points (If applicable)	60 Points

As indicated herein, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available.

Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

If only one response is submitted to the solicitation, the State reserves the right to review the response submitted for compliance and to award without assigning points or to reject the offer and re-issue the solicitation, whatever is in the State's best interest.

Phase III - Select Finalist(s). Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for oral presentations and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.

First consideration will be given to the responder(s) with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration.

The evaluation team will make a recommendation(s) on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the commissioner of Administration or designee.

Phase IV - Sign Contract with Awarded Contractor.

PROPOSAL CONTENT

Responses are to be prepared and presented in the same sequential order as the questions and requests for information are presented in this document. The Proposal must be presented in a format that corresponds to, and references, the sections contained in the solicitation. Responses to each section and subsection should be labeled to indicate which item is being addressed. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Responders should provide responses in the Price Schedule according to the three generalized installation scenarios detailed below in sections 7-12. Responders must submit both 1) pricing and 2) performance estimates according to the scenario assumptions. The scenarios serve as a competitive exercise. If submitting prices for multiple utility service areas, please hold all other site-specific variables constant as if considering an identical scenario site X in multiple utility service areas. Only include pricing on the separate Price Schedule. Do not attempt to contact individual agencies regarding these projects, as they are for evaluation scenario purposes only and no site visits are available.

Responses must include the following in narrative form and be uploaded into the SWIFT event:

- 1. Executive Summary.** A concise summary stressing the key points of the response. Identify the name, phone number, and email address of the individual who will serve as the main contact for future communications regarding this proposal and the names and contact information for any key administrative personnel who would be assigned to work on the State's contract.
- 2. Acceptance of Terms.** The contents of the RFP and the response of the successful responder will become contractual obligations, along with the final Contract, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language must be presented. The State is under no obligation to accept wording changes submitted by the responder. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive. No exceptions shall be allowed for the Required Capabilities and Experience listed in the Special Terms, Conditions, and Specifications.
- 3. Experience/Qualifications.**
 - A. Provide a brief background on your company, including how long the company has been providing services in the solar power industry, training, support, certifications, resources, program and quality management systems, etc.
 - B. Describe your technical and professional capabilities and construction and project management experience that demonstrates your company's ability to perform assigned responsibilities in a timely manner.
 - C. Describe your experience with PV solar systems. What range of sizes (kWp DC) does your company install and maintain?
 - D. Is your company able to install solar parking lot canopies?
 - E. Does your company have experience installing and maintaining energy storage equipment?
 - F. List three projects over 20 kWp DC that your company has completed in the last year. Provide the following for each:
 - i. Description of the project and tasks completed.
 - ii. Project schedule.
 - iii. Project size:
 1. Total nameplate system rating (kWp DC).
 2. If applicable, amount of energy storage provided (kWh) and discharge rate (kW).
 3. Gross square foot area.

- iv. Financing structure (if applicable).
- G. Describe the scope of work that will be performed by subcontractors.
- H. For the last three years, provide the following ratios for your company, calculated according to generally accepted accounting principles:
 - i. Quick Ratio
 - ii. Debt/Assets
- I. Applicable Incentives
 - i. Identify all applicable incentives for a State government entity.
 - ii. Illustrate how the value of applicable incentives are employed in proposed financing structure.

4. General Equipment Quality.

- A. For the ground mount / flat rooftop / and pitched-roof solar PV installation, please describe in detail the technical aspects of the following PV system components. Include the manufacture, model, cost estimate, and accompanying technical performance sheets.
 - i. Inverter
 - ii. Utility disconnect
 - iii. Module
 - iv. Racking system
- B. How does your company select manufacturers of system components?
- C. What types and brands of solar panels do you install and maintain?
- D. What types and brands of energy storage systems do you install and maintain?
- E. How do you select structural mounting equipment?
- F. How do you ensure your solar systems perform in harsh winter conditions and extreme snowfall events?
- G. Describe any equipment warranties, specifically including panels and inverters, and the process for obtaining repairs or replacement of equipment. Are the warranties insured to cover the possibility of Contractor/manufacturer insolvency?
- H. Describe any production guarantees offered.
- I. What training do you provide for Owner/operator personnel?
- J. Describe the control, monitoring, and reporting systems your company can provide to monitor and display historical and live solar energy generation data.

5. General Maintenance Plan

- A. Provide a general maintenance plan for a project's 25 year lifetime, highlighting key maintenance operations such as dates of inverter replacement. The contractor should include cost estimates for these replacement parts. However, replacement parts should not factor in to the total price in the Price Schedule scenarios.
- B. The Contractor must include the cost for operations and maintenance for year 1 in the Price Schedule.

- 6. Commitment to Diversity.** The State of Minnesota, Office of State Procurement (OSP) operates a program for Targeted Group, Economically Disadvantaged, and Veteran-Owned (TG/ED/VO) small businesses. Businesses eligible to participate in this program must be Minnesota-based small businesses. TG/ED/VO small businesses must be certified as such by OSP in order to participate in the program. To be certified as a Targeted Group small business, the business must be at least 51% owned by a woman, racial minority, or person with a substantial

physical disability. To be certified as a Veteran-Owned small business, the business must be either 1) certified as such by OSP or 2) verified as such by the US Department of Veteran Affairs and certify to OSP that its principal place of business is in Minnesota. In addition, TG and VO businesses must be operated and controlled on a day-to-day as well as long-term basis by the qualifying owner. To be certified as an Economically Disadvantaged small business, the business must be located in an Economically Disadvantaged Area in Minnesota. Once certified by OSP, TG/ED/VO contractors are added to the State's vendor list, and are listed in the Directory of Certified TG/ED/VO Vendors. Additional information and the directory of vendors are available at <http://www.mmd.admin.state.mn.us/mn02001.htm>.

- A. Describe how your company will include TG/ED/VO businesses when selecting contractors for the construction or operation of solar systems (see also section 47 of Special Terms and Conditions). Maximum points will be awarded for a firm commitment to contractually commit to a 25% TG/ED/VO participation rate for the construction and operation costs of your company's on-site solar built or intended to be built in Minnesota. Your company must agree to provide verification demonstrating compliance with this commitment. A proportionate reduction in points will be awarded for lower commitments. The Department of Administration is available to assist qualifying businesses to become certified as TG/ED/VO. (125 points)
- B. Describe how your company, if awarded a contract, will further the State's goal of fostering economic development and reducing economic disparities through diversity and inclusion. Points may be awarded to companies articulating strong policies that promote diversity and inclusion with regard to areas such as hiring practices, supply chain management, subcontracting, etc. Detail your company's demographic breakdown and any other information pertinent to efforts in this area. (75 points)

7. Assumptions for Flat Rooftop Installation Performance Estimates

- A. Submit Flat Rooftop energy production estimates according to the following assumptions.
 - i. Location: Rosemount Armory – Minnesota National Guard, 13865 S Robert Trail, Rosemount, MN 55068.
 - ii. Weather file: South Saint Paul Muni (TMY3), site number 726603. [DOWNLOAD LINK](#).
 - iii. The Contractor shall provide the results of PV simulations for a hypothetical installation at the Rosemount Armory, providing kWh production per month and year. All simulations shall be conducted in NREL's PVWatts Tool. The Contractor may also submit a PVSyst or SAM performance simulation summary as well.
 - iv. The array tilt must be 10 degrees. Rows should be spaced at approximately 19 inches. All arrays must have an azimuth of 180 degrees.
 - v. Size: 100kWp DC

8. Assumptions for Flat Rooftop Installation Pricing

- A. Submit Flat Rooftop prices according to the Price Schedule as if installing on the Rosemount Armory – Minnesota National Guard at 13865 S Robert Trail, Rosemount, MN 55068. If submitting prices for variable utility service areas (i.e., more than one), the Contractor must hold all other site variables constant (type of roof, size of roof). The rooftops are indicated in the attached photograph.



- B. The Rosemount Armory rooftop can be considered rock ballasted and descends at approximately $\frac{1}{4}$ inch per foot towards the center or drain. The rooftop considered is to have no major obstructions (i.e., rooftop equipment, barrier walls), minimal to no shading, satisfactory structural integrity, adequate space for rooftop inverters and all accompanying electrical equipment, and easy access to a point of common coupling. The building has sufficient electrical voltage capacity to handle behind the meter AC interconnection.
- C. Rooftop arrays must be ballasted to the rooftop; rooftop penetrations should be minimized.
- D. The rooftop location can be considered in compliance with storm water runoff and height variance requirements.
- E. The total cost should not include the need for upgraded electrical infrastructure (i.e., boost-up transformer).

9. Assumptions for Ground Mounted Installation Performance Estimates

- A. Submit Ground Mount production estimates according to the following assumptions:
 - i. Location: Open field northwest of Fergus Falls Veteran's Home. 1821 N Park St, Fergus Falls, MN 56537. The specific field location is approximately 2.5 acres and is indicated by the highlighted perimeter the picture below. Coordinates: 46.303436, -96.080722
 - ii. Weather File: (TMY3) FERGUS FALLS (AWOS), MN, site number: 726560. [DOWNLOAD LINK](#).
 - iii. The highlighted land can be considered perfectly planar.
 - iv. All arrays must have an azimuth of 180 degrees.
 - v. The Contractor is welcome to submit any design, tilt, ground coverage ratio etc.. so long as the arrays and fencing are contained within the yellow highlighted perimeter.
 - vi. The Contractor shall provide the results of PV simulations for a hypothetical installation at the Rosemount Armory, providing kWh production per month and year. All simulations shall be conducted in NREL's PVWatts Tool. The Contractor may also submit a PVSyst or SAM performance simulation summary as well.
 - vii. Size: 200 kWp DC

10. Assumptions for Ground Mounted Installation Pricing

- A. Submit Ground Mount prices in the Price Schedule as if installing on a field northwest of the Fergus Falls, MDVA Veteran's Home, indicated by the attached picture. If submitting prices for variable utility service areas (i.e., more than one), the Contractor must hold all other site scenario variables constant.



i.

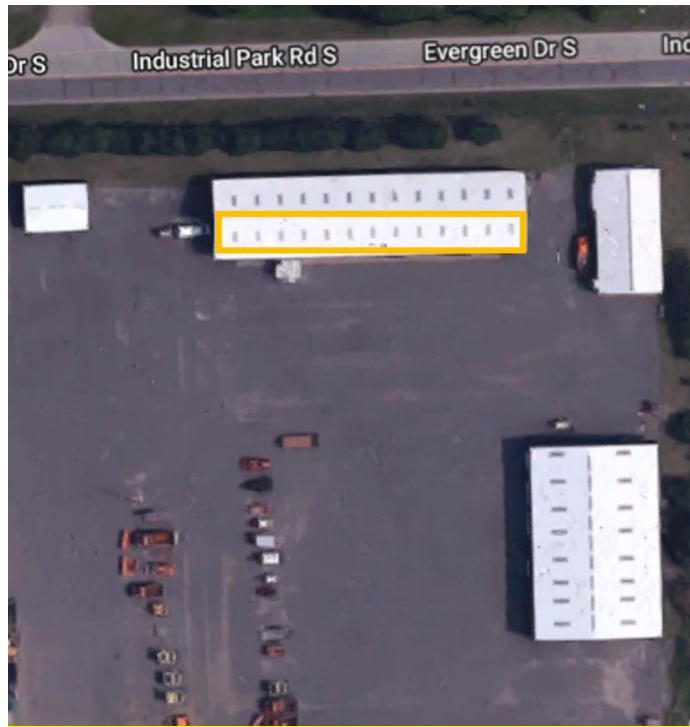
- B. The soil conditions should be considered satisfactory to ground mounting systems and for all required civil, structural, and electrical engineering work. There are no significant obstacles or underground lines preventing digging. Assume that any trees or brush will be cleared by the Owner, (Minnesota Dept. of Veteran Affairs), in this hypothetical example. The land can be considered perfectly planar.
- C. Include the cost of fencing, man gates, and vehicle gates.
- D. Assume that the Point of Common Coupling is located at the shed to the southeast of the highlighted field.
- E. The total cost should not include the need for upgraded electrical infrastructure (i.e., boost-up transformer).
- F. The setback should be at least 6 feet.

11. Assumptions for Pitched Roof Performance Installation Estimates

- A. Submit energy production estimates for the MnDOT Baxter Facility scenario, according to the following assumptions:
 - i. Location: 7694 Industrial Park Rd S, Baxter, MN 56425. 46°20'56.1"N 94°14'24.5"W.
 - ii. Weather file: TMY3 Weather File for Brainerd/Wieland, MN, Site number 726555. [DOWNLOAD LINK.](#)
 - iii. The roof's pitch can be considered 8/12 pitch. The roof's dimensions can be considered to be 27½' by 204'.
 - iv. The contractor shall provide the results of PV simulations for a hypothetical installation at the Baxter Department of Transportation facility, providing kWh production per month and year. All simulations shall be conducted in NREL's PVWatts Tool. The Contractor may also submit a PVSyst or SAM performance simulation summary as well.
 - v. Size: 30kWp DC

12. Assumptions for Pitched Rooftop Installation Pricing

- A. Submit Pitched Rooftop prices according to the Price Schedule as if installing on a rooftop at the Baxter Department of Transportation facility, the address is 7694 Industrial Park Rd S, Baxter, MN 56425. If submitting prices for variable utility service areas (i.e., more than one), the Contractor must hold all other site scenario variables constant (type of roof, size of roof). The south facing rooftop is indicated in the attached photograph.



- B. The roof's pitch can be considered 8/12 pitch. The roof's dimensions can be considered to be 27½' by 204'. The roofing material can be considered standing seam metal.
- C. The Contractor should assess wind loads typical to the Brainerd city region, using the TMY3 Weather File for Brainerd/Wieland, MN, Site number 726555.
- D. The Contractor should assume flush mounting. Roof penetrations should be kept to minimum in this scenario example. The Contractor should assume that all electrical equipment and wiring can be adequately placed and installed given the roofing space. Distance to the disconnect and point of interconnection should be considered minimal.
- E. The Contractor must assume that the roof is structurally sound and capable of holding a flush mounted PV array. No additional structural reinforcement is needed.
- F. The total cost should not include the need for upgraded electrical infrastructure (i.e., boost-up transformer).

13. References. Provide three client references that the State may contact regarding projects similar to those proposed by the Owner. Include direct contact name, company/entity, email, and phone number.