



Request for Proposals # 274-DixChapelSolar

Title: Dix Chapel Rooftop Solar

Issue Date: November 20, 2024

Due Date: December 11, 2024 no later than 5:00PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: *Office of Sustainability*

Direct all inquiries concerning this RFP to:

Jason Hardin

Senior Sustainability Strategist

Email: Jason.Hardin@raleighnc.gov

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1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

Installation of a rooftop solar system on the Greg Poole, Jr. All Faiths Chapel at Dix Park in Raleigh.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Jason Hardin	Jason.Hardin@raleighnc.gov

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

This project will advance the city's mission by expanding our renewable energy portfolio.

1.3 **Request for Proposal (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	<i>Nov. 20, 2024</i>
Pre-Proposal Conference (if required)	<i>Nov. 26, 2024</i>
Deadline for Written Questions	<i>Dec. 2, 2024</i>
City Response to Questions (anticipated)	<i>Dec. 4, 2024</i>
Proposal Due Date and Time	<i>Dec. 11, 2024</i>
Evaluation Meeting (anticipated)	<i>Dec. 22, 2024</i>
Interviews (if required)	<i>None</i>
Selection Announced (tentative)	<i>Jan. 3, 2025</i>

1.4 **Pre-Proposal Conference**

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Jason Hardin	Jason.Hardin@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 **Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DEIVERY SERVICES:</u>
City of Raleigh ATTN: Jason Hardin City of Raleigh Office of Sustainability 222 W. Hargett Street, Suite 304 Raleigh, NC 27601 RFP No. 274-DixChapelSolar	City of Raleigh ATTN: Jason Hardin City of Raleigh Office of Sustainability 222 W. Hargett Street, Suite 304 Raleigh, NC 27601 RFP No. 274-DixChapelSolar

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility

of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

1.8 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in

the past three number of years, accompanied by at least three references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

“Recent” shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer’s parent or related corporation/business entity shall not be considered, unless: (1) the Proposer’s actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer’s performance of the contract and the consolidated statement demonstrates the parent or related corporation’s/business entity’s financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm’s failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 5: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Tab 6: Cost

In a separate sealed envelope provide a minimum of one complete copy of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 **Proposal Evaluation Criteria (Stage 1)**

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	10		
Firm Financial Stability	5		
Project Understanding	10		
Project Approach	10		
Team Firm Experience	5		
Proposed Cost	60		
Total Score (without Interview/Demonstrations)			

Score Points

0- Missing or Does Not Meet

Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

Cost Formula: The cost criterion is rated by giving the proposal with the lowest total cost per kilowatt the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.

3.2 Interview/Demonstration (Stage 2)

An interview/demonstration will not be part of the selection process.

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3.5 Contract Term

The Contract shall have an initial term of 1 year, beginning on the date of the Contract award (the "Effective Date").

4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

Dix Chapel Rooftop Solar Request for Proposals

SCOPE OF SERVICES

GENERAL INFORMATION

The City of Raleigh ("City") desires to install a rooftop photovoltaic (PV) electrical energy generating system at the Greg Poole Jr. All Faiths Chapel at Dix Park. The City will select a qualified Solar Contractor to supply, install, and be responsible for the complete technical design, engineering, supply, and installation of the Solar System.

Responses will be evaluated based on the cost per kW (\$/kW) as well as approaches to system monitoring, net metering rates, and the maximization of federal tax credits. Payment of permit, inspection, re-inspection, and other fees associated with the project will be paid by the successful bidder. Payment and Performance Bonds for 100 percent of the project bid price shall be included in the bid cost.

No federal funds will be used for this project.

ABOUT THE BUILDING

Dix Park is owned by the City and is being converted from the home of the N.C. Department of Health and Human Resources to a large urban park. The chapel, located at 1030 Richardson Drive, was built in 1955. It was thoroughly renovated in 2020, including a new roof. The building is now used as a community and private event space.

The building has 11,852 square feet of interior space. The primary roof, on which the solar panels will be installed, covers 7,100 square feet. Typical electricity use ranges from 24,000 kwh in summer months to 12,000 kwh in winter months.

SOLAR SYSTEM

The systems solicited in this Request for Proposals shall be provided by a North American Board of Certified Energy Practitioners (NABCEP) certified solar PV installer/designer. The Contractor shall develop the actual contract drawings and provide and install a complete and fully functional solar system at the location. To 'provide' shall include, but not be limited to, all design, permitting, fabrication, delivery, installation, training, commissioning, plus operational maintenance for the warranty period. Specifics are as follows:

- The size of System shall be between 50 and 100kW.
- Bidders shall submit a description of the Proposed Solar System in their response to this solicitation. The System description shall include the PV panel/module size(s) in kW (dc) and physical dimensions, and layout, the mounting details of the arrays, the electrical interconnection strategy, construction means and methods, and energy production calculations.
- The successful Contractor shall engage NABCEP trained personnel and subcontractors, as necessary, to perform design, permitting, installation, final start-up, commissioning, configuration, and PV systems testing.
- The certified solar installer shall have a minimum of five years of experience installing PV systems, including working with the local utility on maximizing their specific rebate or similar program(s).
- Qualified NABCEP and manufacturer-authorized technicians shall provide a complete inspection prior to energizing the system.
- Bidders shall include obtaining all permits, inspections, reviews, interconnection agreements with the utility, approvals; structural analyses; procuring all materials and components; and the successful completion and commissioning of the Solar System.
- Knowledge of tax implications, tax credits, utility rate agreements, utility metering, and similar items relating to the production of solar energy shall be identified and provided with the bid.
- The response shall include an approach to tracking solar energy production. At a minimum, the Solar System shall include a submeter or other basic means of tracking production. Respondents may optionally include a more detailed approach to system controls and monitoring (see below).

- The Proposer is responsible for verifying the site conditions. The City will make the site available for review before proposals are due. Visits are available between 9 a.m.-2 p.m. by appointment by contacting Jason.Hardin@raleighnc.gov.

Specific solar system information and requirements follow:

1. Inverter – Inverter shall be designed for PV applications and shall qualify for any available utility and state rebate programs. An AC and DC disconnect shall be provided for each inverter. Additional requirements for the inverter shall comply with federal, state and local code requirements.
2. PV Array Mounting Details – Proposers must provide catalog cut sheets and drawings with their bids showing type(s), style(s), and quantity of photovoltaic panels to be installed.
3. DC Surge Arrestors and Disconnect Switches – A DC surge arrestor shall be provided at each combiner box for lightning protection. Disconnecting switches shall be provided to isolate DC input circuits from the inverters for inverter maintenance. Switches shall be installed between the combiner boxes and the inverter and shall be accessible to qualified personnel and be clearly marked to indicate array number, combiner box, and inverter served.
4. Materials and Equipment – At a minimum materials and equipment used shall be UL listed; all wiring shall be copper conductor, #10 and smaller shall be solid with THWN-2 insulation, feeders less than 250' in length shall be continuous without splice or terminations for pulling; all conductors shall be contained in boxes or raceways, exposed conduit shall be rigid galvanized steel, interior conduit protected from weather or damage may be galvanized steel EMT with UL grounding type compression connectors; cable and PVC conduit is not allowed. All exposed equipment (including interior) shall have a NEMA 3R rating; installation shall comply with all local City and National Codes including the most recent National Electrical Code with specific attention applied to Article 690.
5. Electrical and System Interconnection – Proposers shall include a description of the strategy for electrical interconnection for the proposed System. This shall include single-line electrical drawings showing the System output (voltage, phase and current) and the method of connecting the System. Interconnection methods and equipment shall meet all utility regulations for metered interconnection and safe operations with the utility grid, as well as all NEC Article 690 requirements.
6. The successful bidder must complete the Duke Energy Progress Interconnection Application Request and submit the following engineering plans as required by Duke Energy Progress:
 - a) Application Fees and Deposits
 - b) Electrical One-Line Diagrams
 - c) Insurance Certification
 - d) Disconnect Switch
 - e) Production Profile
 - f) Report of Proposed Construction

The successful bidder will be responsible for obtaining an Interconnection Agreement with Duke Energy Progress.

POWER CONVERSION

The arrays shall connect to the utility grid system through DC to AC inverter(s), which will convert the DC power produced by the solar modules to AC power acceptable by the utility.

Proposers shall provide evidence of total kW (dc) installed and anticipated annual kWh (ac) production for the proposed Systems. Contractor shall furnish "PV Watts" or similar industry accepted software electrical production results with their bid. In addition, Proposers should include the factors used in calculations.

PERMITS

The solar Contractor shall be responsible for securing all permits and approvals from governing agencies, all labor, taxes, services, materials, and equipment to produce fully operational PV systems as required herein. This work shall also include coordination and completion of necessary agreements with the public utility.

SYSTEM DETAILS

All proposed solar system equipment, indicating manufacturer and model numbers, shall be listed, and provided for items including: switches, inverters, combiner boxes, wiring devices, device plates, controllers, power supplies, photovoltaic panels, cabinets, outlet boxes, control wires, monitoring hardware and software, metering hardware and software, sensors/transponders, and grounding system.

Prior to construction, manufacturer detailed product data sheets shall be provided for all equipment and devices.

Proposed location of all equipment shown on drawings with method of separating and protecting equipment from damage while maintaining ease of access for maintenance. All proposed equipment locations shall be subject to review and approval by the City prior to any installation.

Location and manner of connecting the PV system output into the utility grid including meter arrangements as necessary shall be noted in detail.

ENGINEERING DESIGN AND CONSTRUCTION PACKAGE

The selected Contractor shall develop a comprehensive design package for review, permitting and construction. A PDF copy of these drawings shall also be provided with (1) electronic set for each building for final review and approval. Drawing package shall consist of the following drawings at a minimum:

- a. Cover sheet
 - b. Site plan
 - c. Symbols, abbreviations and notes
 - d. Structural details and elevations
 - e. Array layout with shading diagrams
 - f. Single-line AC electrical diagrams
 - g. Series and parallel string wiring diagrams
 - h. Inverter installation details
 - i. Grounding diagrams and details
 - j. Monitoring system details and wiring diagrams
 - k. Ground-fault protection
 - l. Electrical One-Line Diagrams as required for the Duke Energy Progress Interconnection Application
- Detailed and stamped layout, architectural, electrical drawings and calculations shall be provided for permits prior to construction, including, but not limited to:
- a. Dimensioned floor plans
 - b. Dimensioned site plans
 - c. Dimensioned elevations

- d. Dimensioned details
- e. Single line diagrams
- f. Point-to-point (terminal end-to-end) wiring diagrams

MOUNTING AND ROOF INSTALLATION

System and installation methods shall maintain all existing warranties for the roof and any other systems involved in the solar installation. Solar Contractor shall provide proof of adherence to all authorities having jurisdiction (AHJs).

SOLAR DATA SYSTEM

The Contractor shall provide a system or process for tracking solar energy produced by the system over time.

SAFETY AND MAINTENANCE PROCEDURES

All PV system materials such as conductors, raceways and other distribution equipment shall comply with the National Electric Code and City requirements. Grid-tied solar electric systems shall be regulated by the National Electric Code and shall include standards for every component and process used to install and operate the system. All components shall have the necessary UL listing. To prevent the possibility of feeding live power into a nonelectrified grid, the system shall automatically shut down during a power outage. In addition, in accordance with the utilities solar rebate program, before the system is commissioned, a utility official shall be required to perform a complete final inspection. Prior to construction, the following shall be provided:

- a. Detailed system shut down and start up instructions.
- b. Safety and O&M training manuals.
- c. Summary of safety training program given in person to City personnel.
- d. Detailed maintenance plan and schedule.

SYSTEM COMMISSIONING

Commissioning of the completed system shall be performed by the solar Contractor. The Commissioning Plan shall include checklists and verifications in the following Project Phases: Design, Installation, Operation (Function and Performance Checks), and Turn-Over. Sample checklists and forms for recording this data shall be provided with bid submission. The successful bidder must be able to receive a "Permission to Operate" from Duke Energy Progress after all inspections and commissioning tests have been completed.

- a. System inspection and safety checks: Contractor shall run through a checklist of startup requirements based on manufacturers' standards and recommendations and conduct a series of safety tests to ensure proper installation, safe operation, and specified performance. The City and its authorized representatives must be present during the commissioning process. Final acceptance of the commissioning process will be by the City and or designated representative, the Commissioning Agent, the Utility and code enforcement agency.
- b. String voltage and current readings: Voltages will be recorded for each string, each sub-array, and the entire array using calibrated instrumentation. Measurements will be recorded and provided to the local representatives in a clear, tabular format. Each voltage measurement will include the following ancillary data: the date; the time of day that the measurement was taken; the ambient temperature at the time; and the solar irradiation at the time. The strings that make up each sub-array will be clearly identified on a drawing by number.
- c. After inverter startup: Current shall be recorded for each string, each sub-array, and the entire array. Measurements will be recorded and provided to the local units in a clear, tabular format. Each voltage measurement will include the following ancillary data: the date; the time of day that the

measurement was taken; the ambient temperature at the time; and the solar irradiation at the time. The strings that make up each sub-array will be clearly identified on a drawing by number.

d. Inverter startup tests: Test shall be as specified by the inverter manufacturer in the inverter operation manual and conducted by a factory-authorized technician. Proof of such authorization must be presented and approved by the local representative prior to commencing work on the Project.

e. Additional commissioning and start up data to be provided include:

- i. Actual power vs. predicted power
- ii. Loss of grid
- iii. Grid resume
- iv. Random module shading
- v. Data monitoring check out
- vi. Measure Voc of every source circuit and log it
- vii. Measure ac power and compare to predicted power
- viii. Verify tightness of all wiring terminations
- ix. Verify proper marking and labeling of all wire terminations and enclosures
- x. Verify shut-down procedures
- xi. Verify start-up ("wake-up") procedures
- xii. Verify system 5-minute delay upon re-start
- xiii. Verify PV array quick connectors are fully mated and wires neatly secured
- xiv. Verify no debris on the modules, no damaged or broken modules
- xv. Verify Total Harmonic Distortion and Power Factor

f. A final report shall be provided to the City in PDF format including one (1) electronic copy which includes all reports and test data for the commissioning and system start up.

SYSTEM PERFORMANCE TESTING

Contractor shall conduct a two-hour performance test of each array to verify that rated performance is met. The test must be conducted on a clear sunny day during peak sun periods.

From the data, the following shall be calculated:

- a. kW (dc) output, corrected to PTC
- b. System AC output, corrected to PTC
- c. Inverter tested efficiency

Contractor shall furnish a detailed report summarizing the test and all results. A final report shall be provided to the City in PDF format with one (1) electronic copy which includes all reports and test data for the commissioning and system start up.

If it is found that the system cannot meet the stated performance requirements, contractor shall undertake (at its own expense) the necessary corrective actions to meet the stated performance requirements. Repeat performance testing shall be required following these corrective measures at contractor expense.

LIFE EXPECTANCY AND WARRANTIES

Life expectancy of the installed system shall be no less than 25 years, with a minimum warranty life of 25 years for all components except the inverter(s) which shall be fully warranted for a minimum of 10 years.

Bids shall clearly define the manufacturers' warranty on all major system components.

Manufacturer's extended warranties shall be provided for the following:

a. PV modules shall have a one-year workmanship warranty that guarantees full module replacement as a result of defective workmanship. Modules shall have, as a minimum, a power warranty that guarantees power output to be within 10% of original power during the first 10 years of operation and 20% of original output during the first 25 years of operation.

c. Solar contractor shall further warrant balance of system components and all defects in workmanship for a minimum of 5 years. This warranty shall cover all equipment and services supplied by Contractor, including the modules, inverters, switchgear, and all wiring between system components. A listing of major system components and associated warranties and life expectancy shall be included with the bid.

OPERATION AND MAINTENANCE INFORMATION AND SPARE PARTS

Prepare one (1) copy in hard cover binder and one (1) electronic copy of FINAL approved operating and maintenance manual(s) for each location and deliver to the City. As a minimum the binders shall include but may not be limited to:

- a. System narrative description of operation.
- b. Safe system operation information
- c. A complete set of all approved submittals including shop drawings and product literature.
- d. As built roof and floor plans showing the final placement of all panels, combiner boxes, connections, and conduit placement.
- e. As built electrical plans, including one-line diagrams, and elevation drawings showing the final placement of the electrical equipment.
- f. Cleaning instructions for the PV panels.
- g. Copies of all start-up procedure measurements.
- h. Factory test reports for each PV module indicating performance at Standard Test Conditions (STC).
- i. Copies of all testing data and reports.
- j. Spare parts list.
- k. Troubleshooting Guidelines.
- l. System maintenance schedule and procedures.
- m. Contact information for technical assistance and parts ordering.
- n. Provide all spare parts, additional replacement PV panels, tools and similar information as recommended by the particular manufacturer. Include a listing of these items in the bid.

PROJECT SCHEDULE

The selected solar Contractor shall provide a detailed schedule for the project. Schedule shall detail all activities and responsible parties for the project duration.

Schedule shall be provided that includes timelines and major project milestones from award through installation. Such dates shall be based on a notice to proceed (NTP) date from the City. It will be the responsibility of the contractor to continuously update the schedule and have available to the owner for project status meetings. Project status meetings shall take place every two weeks from the award of project.

DISPOSAL

All waste materials generated by the installation of the PV system shall be disposed of by the licensed contractor, according to state and local requirements. Each location and site shall be returned to its original condition prior to final acceptance of the contractor's work by the City.

OPTIONAL ELEMENTS

Respondents may, but do not have to, provide a proposal for the elements listed below. These are not required to be considered for the overall project. If a response is provided for any or all of these elements, the City has the right to accept it or to decline it. If the data system is included, the response should include a cost of no more than 10 percent of the total cost for the proposal.

SERVICE CONTRACT

Respondents may include a proposed service contract for maintenance and repairs.

SOLAR DATA, MANAGEMENT AND CONTROL SYSTEM:

The Contractor shall provide a data monitoring system, complete with all hardware and software to allow continuous monitoring of the critical system performance metrics from a remote location set up within the City through the sites existing Ethernet connection.

Monitoring system shall include remote computer interactive display of installed system, output performance of each solar PV module or string, input/output performance of each inverter, total system output to utility grid connection. System shall be able to flag and report any equipment malfunctions or should system or components, on an identified component basis, fall below their normal operating range. System shall be able to retain performance history. Contractor shall work with and train City personnel on use of system and provide all programming to allow the system to illustrate monitored data in user friendly dashboards acceptable to the City.

SPECIAL NOTE: The Solar Management and Control System (SMCS) shall be comprised of Network Area Controller or Controllers (NAC) within each facility. The NAC shall connect to the owner's local or wide area network, depending on configuration. Each User shall configure a dashboard view of the pertinent data and this view shall be saved for later use.

Access to the system, locally in each building, and remotely from a central site or sites, shall be accomplished through a standard Web browser, via the Internet and/or local area network. Specific Details are:

A. The Facility Management and Control System (FMCS) shall be comprised of Network Area Controllers (NAC) within each facility. The NAC shall connect to the owner's local or wide area network, depending on configuration. Access to the system by and End User shall be accomplished, either locally in each building, or remotely from a central site or sites, shall be accomplished through a standard Web browser via the Internet and/or local area network. Authorized users shall also be able to configure a dashboard view of pertinent data and this view shall be saved for later use. Each NAC shall communicate to unitary BACnet IP controllers (BIPC), Niagara IP Controllers (NIPC) or MODBUS IP controllers (MIPC) on all Solar devices.

B. The Facility Management and Control System (FMCS) shall be the Vykon JACE-9000 (NAC) based on the Niagara4 Framework (or "Niagara4"); a device framework developed by Tridium. Vykon provides an open automation infrastructure, an open license, and is available from multiple systems integrators. Vykon integrates diverse systems and devices (regardless of manufacturer, communication standard or software) into a unified platform that can be easily managed in real time over a secure network using a standard Web browser.

C. Niagara Framework be fully programmable Tool and shall support the following:

- a. Time synchronization, Calendar, and Scheduling using Niagara Scheduling Objects.
- b. Alarm generation and routing using the Niagara Alarm Service. Alarm routing shall consist of sending alarm to an alarm console on the Niagara station, routing alarms to email recipients and to an alarm console on the City of Raleigh's Niagara Supervisor Station.
- c. Trending using the Niagara History Service and Niagara Trend Log Objects.
- d. Graphics shall reside on the Niagara Station. Graphic design shall be reviewed and approved with owner.
- e. COR Point Naming Standards. The contractor shall work with COR Integrated Facilities Division to establish Point naming syntax.

f. Haystack Tagging (Equipment and Points)

D. Project specific equipment

a. NAC shall be a JACE-9000 controller.

i. The JACE 9000 controller shall be configured with appropriate communication card(s) to communicate with the inverters; in most cases, the protocol will be Modbus.

ii. Add Device pack license as needed to communicate with FMCS devices. NAC shall have the capacity to connect to a minimum of 25 devices and should be sized to provide a minimum of 20% spare capacity.

iii. Provide initial 18-month Software Maintenance Agreement on all NACs.

E. Owner approved controls for the Solar Data Management and Control System project shall be Vykron JACE-9000. Contractor shall coordinate with City of Raleigh approved controls vendor.

F. Data Collection shall be accomplished using the Niagara framework History Service.

a. Each station's **History** space supports three history services.

i. The HistoryService manages the **History** space, collecting and storing all histories in the station database. This service is required to provide database support for histories in each station. The history data shall be imported once per day at 2:00 AM to the City of Raleigh's Niagara Supervisor Station.

ii. The AuditHistoryService monitors station configuration. A change made by a user to any component property creates a standard audit event record, and a change to a security-related property creates an additional security audit event record in the **History** space. Authentication events (log in and log out) create security event records in the **History** space.

iii. The LogHistoryService collects some of the messages available in a station's standard output for troubleshooting purposes.

G. End user dashboard clients

A. "Enterprise Developer" is a City designated contractor that will be responsible for programming and configuration of the Enterprise Server on which the FMCS resides. The FMCS contractor is responsible for coordinating and providing the necessary support to the Enterprise Developer to finalize programming and configuration.

The Owner has an existing browser-based Periscope dashboard application that provides rapid identification of real-time and historical trends, including energy use, operational efficiencies and critical metrics. In this project, the Enterprise Developer shall provide the latest Periscope HTML5 product including the following part numbers:

a. PERN4-BASE

b. PER-ENERGY

c. PER-SUSTAIN

d. PER-ANALYTIC

e. PER_MAP

B. The Dashboard service shall run as a module on a Niagara4 station and shall utilize the existing Niagara4 licensing and security model. All user profiles defined in the station shall be available for dashboard access and conform to the defined security levels and categories. The Enterprise Developer shall build a new dashboard for this building only.

C. The Enterprise Developer shall map the necessary point and trend data required into the Server and Dashboard application.

D. The Dashboard interface is designed to complement the Niagara4 HTML5 Pages by providing multiple, concurrent, user-centric "Views" or "Viewlets" that can be easily configured and frequently modified by non-technical end-users.

E. Configure an initial Dashboard for the building staff per the Owner's requirements and provide an Eight 8-hour training session for the Owner's staff. The initial configuration shall include:

1) Setup of the new Sites including Site name, address, square footage, and any utility resource costs.

2) Discovery of Point and trend data from the new location. Enterprise Developer shall assist Owner in understanding the Niagara4 point names and importing the desired point and trend values.

F. The Dashboard shall save the User's custom configuration so that returning users are greeted with previously saved views.

The SMCS system shall be capable of, and the completed system, shall perform the following:

a. Direct monitor and display the following information (unless otherwise revised):

a. DC-input voltage and ampere to the inverter, instantaneous and cumulative.

b. AC-voltage, frequency and ampere output from the inverter (line-to-line and line to neutral) three phase, instantaneous.

c. Instantaneous DC-kW input and AC-kW output at the inverter (calculated or direct monitor).

d. Irradiance solar energy incident on the PV solar array (single point monitor for each array).

e. Ambient environment conditions:

i. Outdoor temperature at the surface of the PV solar array (single point monitor for each array).
ii. Outdoor general ambient air temperature, wind speed, humidity, barometric pressure and wind direction.

f. DC-kWh input and AC-kWh output at the inverter, summation by day-week-month-year and grand cumulative (calculated or direct monitor).

g. The completed system shall also include the following devices to monitor environmental conditions:

i. Anemometer

ii. Wind vane

iii. Ambient air temperature measuring devices

iv. PV panel temperature measuring devices

v. Solar irradiance sensors

b. Perform Solar Photovoltaic System Data Collection, Calculation and Display Requirements (In Total)

a. PV system operating hours, summation by day-week-month-year and grand cumulative total.

b. Carbon Footprint reduction

c. Solar contribution offset to Duke Energy Grid

d. Renewable energy credits earned and monetary savings

e. Actual versus predicted system performance according to PV Watts

f. Inverter power and energy production

g. Utility power and energy

h. Calculate greenhouse gas offset for the PV system operation. Calculation based on U.S. Department of Energy, Greenhouse Gas Emissions Coefficients for Electrical power Generation, by electric utility companies Statewide for install location:

i. Carbon and CO₂ gas

ii. Nitrous Oxide gas

iii. Methane gas

i. Monitor each DC PV combiner box to detect and report DC circuit faults. The detection method may be group (common) fault in each box or by individual circuit fault condition location.

i. "Tripped" DC circuit breaker

ii. "Blown" DC circuit fuse

j. Each sensor/transducer unit shall be suitable for outdoor and indoor locations, as applicable for the install location. Each unit shall be provided with any necessary protective shielding, power supplies and conductor terminals.

k. System shall have data logger with general capability. Provide digital input ports for each sensor/transducer monitor point, and Fast Ethernet port for local area network monitoring and Internet remote monitoring.

l. The System shall provide a real-time high-definition graphical overview of the system via the Internet that displays the following information at 30 second intervals. This information shall also be capable of being displayed, on visual display screens located in each facility:

i. Instantaneous solar PV energy production in kW

ii. Instantaneous Building consumption in KW

iii. Instantaneous Utility grid export in kW

iv. Instantaneous Energy production in kWh

v. Instantaneous kWh out from facility

vi. Instantaneous Solar irradiance

vii. Instantaneous Outside air temperature

viii. Instantaneous PV panel temperature

ix. Instantaneous Wind speed

x. Instantaneous Wind direction

xi. Instantaneous Cloud coverage

xii. Instantaneous solar performance metric

xiii. Avoided Greenhouse Gas Emissions (CO₂, NO_x, SO₂)

APPENDIX I

PROPOSAL COST FORM

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for a not to exceed total amount of

\$_____.

If the Optional Elements are included, the not to exceed total amount of the Optional Elements is

\$_____.

Proposer shall attach proposal cost breakdown to this Appendix I Proposal Cost Form.

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work?			
YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III
REFERENCE QUESTIONNAIRE
(Instructions)

274-DixSolarChapel

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III
REFERENCE QUESTIONNAIRE FORM
274-DixSolarChapel

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Jason Hardin, via email to Jason.Hardin@raleighnc.gov no later than December 11, 2024 at 5 p.m. EST, and MUST NOT be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
☐ 3= Excellent ☐ 2= Satisfactory ☐ 1= Unsatisfactory ☐ 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX IV

MWBE PARTICIPATION FORM

IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Informal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

COMPANY NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
CONTRACT TYPE	<input type="checkbox"/> Services <input type="checkbox"/> Other _____*		
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ " Certified with NCHUB " Certified with NCDOT-DBE	RFP SUBMITTAL DATE	

*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Total Estimated MWBE Utilization*

\$ _____

Total Proposal Amount*

\$ _____

Percent Estimated MWBE Utilization*

_____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accountspayable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. **Non-discrimination**

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. **Minority and Women Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must

first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

15. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

16. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.
20. Iran Divestment Act Certification
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
21. Companies Boycotting Israel Divestment Act Certification
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date: