



Request for Proposal
For
Solar PV System

Deschutes County Fairgrounds

Redmond, OR

Prepared by
Cumming Management Group
Owner's Representative

Issued September 21, 2023

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ATTACHMENTS

EXHIBITS

Exhibit A: Deschutes County Fairgrounds PV Feasibility Study by Mayfield Renewables 7/27/23

Exhibit B: Deschutes County Courthouse Expansion Project Schedule

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SECTION A: INVITATION & INTRODUCTION

Deschutes County (Owner), and their Owner’s Representative Cumming Management Group, invites proposals from Solar PV Contractors (hereinafter Responder, Proposer, Vendor, company or contractor) to provide a **Solar PV System & Related Services** at the Deschutes County Fairgrounds in Redmond. This project is a sub-tier project related to the new Deschutes County Courthouse Expansion that will start early next year in Bend. As part of the Courthouse Expansion, that project is required to spend 1.5% of the total project cost in new Green Energy Technology. Because of the logistics of the courthouse site, it is not feasible to construct the solar system on that site so instead we will install the new PV system on the County owned buildings at the Fairgrounds in Redmond. The 1.5% will be approximately \$600K. The exact value will be finalized after the GMP is established on the courthouse project later this year.

A1.0 Project Overview

The scope of this project is to design, provide, and install a new PV solar system on the “Middle & South Sister” buildings of the Conference Center at the County Fairgrounds. Per Mayfield’s feasibility study the system will be approximately 191.5 kWDC system. (See Exhibit A for complete requirements)

A1.1 Funding

The project is funded by the County and State.

A1.2 Project Description – Deschutes County Fairgrounds Solar PV System

This project involves the design, procurement, and installation of a new solar photovoltaic system on existing buildings at the County Fairgrounds in Redmond. The size of the new system will be approx. 191.5 kWDC and the cost of the system will be approximately \$600K. The selected vendor will provide a solar pv system & related services as described in Section C.

SECTION B: SCHEDULE OF EVENTS

B1.0 Schedule

Request for Proposal Issued:	September 21, 2023
Deadline for Clarifications/Questions:	October 5, 2023
Response to Questions:	October 10, 2023
Proposals Due:	2:00pm, October 19, 2023

B1.1 Clarifications/Questions

Any questions regarding this RFP shall be received by the Cumming Group office no later than **October 5, 2023**. Questions shall be addressed to Wayne Powderly, via email wayne.powderly@cumming-group.com.

B1.2 Submission Deadline

To be considered for this work, your submittal must be delivered to Cumming Group no later than **2:00pm October 19, 2023** electronically or via paper proposal to the Cumming Group office.

Delivery Address:
 Cumming Group
 Attn: Wayne Powderly
Wayne.powderly@cumming-group.com
 2838 NW Crossing Drive, Suite 207
 Bend, OR 97703
 Phone Number: 458-836-8206

Proposers must not contact Deschutes County staff and/or employees, and/or their design team, directly. All correspondence shall be through Cumming Group., Deschutes County Owner's Representative.

SECTION C: REQUIRED SOLAR SERVICES**C1.0 Scope of Services**

Solar & Related Services are for the benefit of Deschutes County, focusing on quality, cost, and schedule benefits to save costs for Deschutes County in the completion of the Deschutes County Courthouse Expansion project and this new solar system at the County Fairgrounds. It is Deschutes County's intent to enter into an agreement with the selected Vendor for solar and related services to meet the scope of work identified in this RFP. The selected vendor will furnish all planning and design services, project management, materials, labor, and equipment, and will be responsible to warehouse, distribute, deliver, and install all solar equipment and materials as scheduled with the Owner for installation for the project. Scope of services to be provided (but not limited to):

1. Provide a management team member for this contract.
2. Provide all solar scope as described in Exhibit A.
3. Compliance with building, fire, and accessibility codes.
4. Compliance with Occupational Safety and Health Administration (OSHA)
5. Support architectural design team and Deschutes County.
6. Provide and prepare cost estimates and cost assessment.
7. Provide solar system installation, shipment coordination, and delivery monitoring.
8. Responsible for removal and recycling of all packing material and debris.
9. Handling/resolving manufacturer's errors and/or damaged products.
10. Providing installation follow-up for adjustments, fine-tuning and touch-ups
11. Providing specification binders to Owner (including warranties) at the end of the project including O&M documentation.
12. **Confirm to labor used to complete installation at the Job Site complies with all BOLI requirements for the vendors labor.**

C1.1 Additional Services (may include the following but is not to be proposed)

1. Alterations to existing electrical systems
2. Master service agreement

C1.2 Project Timeline

See Exhibit B for proposed project schedule of the Courthouse Expansion. This solar project will run concurrently with the courthouse expansion project. The anticipated timeline for completion of the Deschutes County Courthouse Expansion project is Summer 2025. A complete solar system must be delivered & installed no later than early Summer 2025.

SECTION D: SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

D1.0 Submission Requirements

Please provide the information specified below. Additional information is welcome but not required. The Proposal shall include pictures, charts, graphs, tables, and text the proposer deems appropriate to be part of the proposer's response. Resumes of the proposed key team individuals, along with a cover letter, table of contents, front and back covers, and blank section/numerical dividers, etc. Please provide concise responses where possible.

All proposals must be in 8 ½" x 11" format, with a readable text font **not smaller than 10 points**. Please provide **one (1) electronic version**. Proposals should be submitted via email to Wayne Powderly at wayne.powderly@cumming-group.com. Hard copies are optional, but not required. If you choose to submit a hard copy in addition to the electronic copy, please provide one (1) copy in 8 ½" x 11" format, stapled (no binders), delivered to the address provided in section B1.2.

The information shall be succinct. Confirmation of vendors experience is the goal for this section.

D1.1 Information Required**1. Cover Letter**

- a. Proposer's name, address, telephone number, email, and website.
- b. Provide a single point of contact (include title) with phone number and email address.

2. Proposed Responder's Project Team

- a. Please provide the following information for proposed individuals assigned to work with Deschutes County. This section should be no more than one (1) single-sided page.
 - 1) Team members' name(s)
 - 2) Relevant credentials (education, degree, professional registrations, etc.)
 - 3) Role/responsibility on the project (Manager, space planner, logistics, e.g.)
 - 4) Brief summary of team members' experience that is directly relevant to the Deschutes County Fairgrounds Solar PV project. Include project name, size, location, budget, and year completed.

Note: Please indicate if team member's experience/project occurred at another vendor/dealership. The Responder's proposed team members shall remain the same for the project duration unless approved through written request to Owner's Representative.

3. Responder's Approach to Provide Solar PV System & Related Services

Describe the Responder's proposed Approach for providing the requested services. Include the following:

SECTION D: SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

- a. Plan to achieve the scope of work objectives
 - 1) Stakeholder and design team engagement by the Vendor
 - 2) Solar design selection process recommendations
- b. Proposed contract terms. Details on contract requirements are included in Section F: Insurance & Contracting of this RFP. Deschutes County will need to be added by rider as additionally insured.

4. Responder's Customer Service

- a. Plan to resolve manufacturer's errors and damaged product
- b. Delivery/Installation management plan
- c. Training and Maintenance program

5. Responder's Related Project Experience

- a. **Project Profiles:** Provide experience in the successful completion of similar solar projects in scope, size, and focus that best illustrates the Responder's experience and capabilities.

6. Responder's References

- a. Provide references from three (3) Owners (for whom you have completed projects) or two (2) Owners and one (1) Consultant to be used as references for this project. References must currently be in business. References should be from projects similar to the Deschutes County Fairgrounds Solar PV project, or in size and scope.
- b. Include the following reference contact information:
 - 1) Name and Title
 - 2) Business/Cell Number (current)
 - 3) Email Address

Note: The Owner will check these references and/or may check with other references associated with the past work of your company. The Owner will evaluate this information and any other independently obtained references that can provide background on your company. The results obtained from these and any other reference checks will be assessed in determining the final selection of the Vendor.

D1.2 Submission Format

1. Cover Letter
2. Responder's Project Team

SECTION D: SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

3. Responder's Approach to Provide Solar System & Related Services
4. Responder's Customer Service
5. Related Project Experience
6. Responder's References
 - a. Two (2) Owners
 - b. One (1) Consultant, etc.
7. Attachments
 - a. Exhibit C: Signature Sheet
 - b. Exhibit D: Billing Rates/Fee Schedule.
 - b. Exhibit E: Score Card

Note: Please Submit all attachments as PDFs or as copies of the original file. Proposer's information must be presented in format order noted above.

SECTION E: EVALUATION CRITERIA**E1.0 Evaluation Overview**

A select scoring committee will evaluate submissions based on the criteria identified in the RFP. All sections of the proposal will be evaluated based on the scoring sheet, see Exhibit E. The review process is intended to allow Deschutes County Review Committee to select the most qualified Vendor for the Deschutes County Fairgrounds Solar PV project that can provide the best value in terms of cost, schedule, and scope of services.

E1.1 Evaluation Process

Deschutes County is planning to use a one-step process to select a vendor for the Deschutes County Fairgrounds Solar PV project. See Exhibit E for the scoring evaluation of each section of the proposal. Deschutes County may determine that an interview is necessary to define the Vendor that will provide the best value for the project.

E1.2 Final Selection

After the evaluation is completed, the selection committee and Owner's Representative will make a recommendation on award of the Contract. If Deschutes County and the apparent successful Proposer are unable to reach agreement, Deschutes County will negotiate with the second-best value Proposer.

SECTION F: INSURANCE/CONTRACTING**F1.0 Contracting with Selected Vendor**

1. The proposer will specify the term of the proposed contract. Include a tentative contract commencement date. Contract term must at least be through the successful delivery of all terms and conditions contained in this request.
2. The successful proposal and all terms and conditions contained in this Request for Proposals will be made part of the contract.
3. The management of this contract for Deschutes County will be the direct responsibility of Cumming Group.
4. The contract may be cancelled by either party, upon written notice delivered by Certified Mail 10 days prior to the chosen cancellation date.
5. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract, Deschutes County reserves the right to demand remedy of any failure or default within ten (10) days. In the event that the Vendor fails to remedy the failure or default within the specified period, Deschutes County shall have the right to cancel and terminate the contract without additional notice.

F1.1 Insurance and Bond Requirements**Insurance Requirements**

Contractor shall secure, at Contractor's expense, and keep in effect during the term of any contract, **Worker's Compensation Insurance** in compliance with ORS 656.017 (with a limit of no less than \$500,000 per accident for bodily injury or disease), which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

Contractor shall secure, at Contractor's expense, and keep in effect during the term of any Contract, occurrence form **Commercial General Liability** insurance for the protection of Contractor, Deschutes County, its agents, and employees. Coverage shall include personal injury, bodily injury (including death), and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than One Million dollars (\$1,000,000.00) combined single limit per occurrence and in an amount not less than Two Million dollars (\$2,000,000.00) aggregate for General Liability.

Combined single limit of not less than One Million dollars (\$500,000.00) for each accident for bodily injury and property damage for owned, leased or hired vehicles for **Automobile Liability Insurance**.

Umbrella Liability: Contractor will provide and maintain commercial general liability (Occurrence Basis) insuring it against claims for personal injury, bodily injury or death, and property damage. Such insurance will be written with an insurer licensed to do business in the state of Oregon, will name Deschutes County as additional insured, and contain a waiver of subrogation endorsement in favor of Deschutes County. The initial limits of liability of all such insurance will be not less

SECTION F: INSURANCE/CONTRACTING

than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Notice of cancellation or change

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to Deschutes County.

Certificates of Insurance

As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to Deschutes County as additional insured prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additionally Insured. Insuring Companies or entities are subject to Deschutes County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Deschutes County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION G: GENERAL INFORMATION**G1.0 Project Public Status BOLI**

The parties understand that the prevailing wage requirements in ORS 279C.800 to 279C.870 apply to the Project and that, for purposes of prevailing wage requirements, the Project is a “public works” pursuant to ORS 279C.800. Vendor shall confirm their labor costs for on-site work comply with BOLI requirements for Spring 2024.

G1.1 Vendor Subcontractors Selection and Contracting

Deschutes County shall have discretion on what selection process is best able to perform the work, based on price and other relevant factors. The selection need not be based solely on price. Deschutes County reserves the right not to competitively procure any aspect of the Project if, in Deschutes County’s sole discretion, it is in the best interest of the Project.

G1.2 MBE / WBE / ESB / DV Participation

Deschutes County requires its Contractors to use good faith efforts in the solicitation of minority, women, and veteran-owned businesses as well as emerging small businesses for the Project and will maintain records of such efforts and the actual usage of such businesses.

G1.3 Workforce Training and Hiring

Deschutes County is committed to increasing work opportunities and is supportive of industry wide fair employment practices for Workforce Training and Hiring programs. Deschutes County and Cumming Group encourage programs and efforts to actively recruit and train a diverse workforce.

G1.4 Non-Discrimination

Neither Deschutes County nor the Proposer shall discriminate on the provision of the proposed products or services in connection with this RFP on the basis of age, race, color, national origin, religion, sex, sexual orientation, disability, qualified disabled veteran status, qualified veteran of the Vietnam era status, or any other category protected by law.

G1.5 Drug and Alcohol Policy for Work on Deschutes County Campus

Deschutes County is committed to maintaining an alcohol and drug-free workplace. Deschutes County does not tolerate the manufacture, distribution, dispensing, possession or use of any controlled substance, illegal substance, marijuana and/or its derivatives, or alcohol. Deschutes County is also committed to its employees, local businesses and the general public to operate safely and prudently. Consistent with this commitment, Deschutes County has affirmed a policy that the use or possession of alcohol and/or drugs by employees, vendors, and contractors and/or sub-contractors in the workplace is prohibited.

Contractor shall see that only properly qualified Personnel are employed in performing the Work and that strict discipline and good order among Personnel is enforced at all times. Contractor

SECTION G: GENERAL INFORMATION

shall see that any Personnel who have been convicted of a felony involving violence, alcohol and/or drugs within 3 years of the date of the Purchase Order are not assigned to perform any of the Work without the prior written consent of Deschutes County. If, at any time, it is discovered by Deschutes County or Contractor that any Personnel (i) has failed to comply with any of the above prohibitions; (ii) is incompetent, insubordinate, careless, or disorderly, or (iii) violated any Company policies, while under previous employment, the Personnel shall be immediately removed from the Work and not assigned to perform any part of the Work.

Marijuana: Deschutes County considers marijuana to be a controlled substance. Deschutes County operates in accordance with the Federal Drug Free Workplace Act regulations, which recognizes marijuana as a controlled substance under federal law. Smoking or ingestion of marijuana or marijuana products is prohibited while a contractor, agent and sub-contractors are on the premises of job site.

G1.6 Tobacco Policy

Deschutes County facilities, including the Fairgrounds, is a smoke-free facility. On the sites, smoking must take place on the street and no tobacco litter (cigarette butts) can be left behind. The same rules apply for vaping and e-cigarettes.

Tobacco: For the purpose of the policy, “tobacco” is defined to include: cigarettes, cigars, pipes and any other smoking product; dip, chew, snuff and any other smokeless tobacco product; and nicotine delivery devices, such as e-cigarettes.

G1.7 Submission Notice

All proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. ***Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure”. Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

G1.8 Obtaining Consents and Releases, Continued Cooperation

Deschutes County shall use its best efforts, as soon as possible, through a letter agreement with contractor, to obtain Deschutes County’s release from liability under the Contracts it has for turning over the project to Deschutes County. The contractor shall provide all documentation requested by Deschutes County that is required in a timely manner without delay.

SECTION G: GENERAL INFORMATION**G1.9 Errors and Omissions**

Should the Proposer discover any material ambiguity, conflict, discrepancy, omission, or other error in this RFP, please immediately notify Deschutes County's Owner's Representative (Cumming Group) in writing of such discovery with a request of modification or clarification of this RFP and cite the specific paragraph in question.

Deschutes County solely reserves the right to determine the materiality of such discovery or question. If, in the opinion of Deschutes County, such discovery or question may cause an ambiguity in the bid responses, Deschutes County shall issue an Addendum to amend the RFP, extend the RFP due date if necessary, and/or provide answers to questions received in writing or clarifications to remove the ambiguity. Otherwise, Deschutes County reserves the right to negotiate minor exceptions, irregularities, or errors in the RFP and/or the bid responses.

G1.10 Incurred Proposal Preparation Cost

Deschutes County and their agents for this project are not liable for any cost incurred by proposer in the preparation and presentation of their submittals. This RFP shall not commit Deschutes County to enter into any agreement to pay any expenses incurred in preparation of any response to this RFP and/or interview, or to procure or contract for any supplies, goods, or services. Deschutes County reserves the right, without liability to Deschutes County, to cancel this RFP and to reject any proposal that does not comply with this RFP.

G1.11 Legal Jurisdiction

This Assignment and Assumption Agreement shall be interpreted under the laws of the State of Oregon.

Jurisdiction and venue for any claims or disputes arising from this Assignment and Assumption Agreement shall be the Court of Deschutes County for the State of Oregon; provided, however, if a claim or dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity.