



**REQUEST FOR PROPOSALS  
DESIGN-BUILD CONTRACT FOR SOLAR POWER GENERATION  
AT OCEAN DISCOVERY INSTITUTE (ODI)**

**Issue Date: November 8 2018  
Responses Due  
December 17, 2018 2:00 P.M.**

**Mandatory Site Walk and Pre-Proposal  
Conference  
November 5, 2018 from 10:00 a. m. –  
12:00 p.m.  
4255 Thorn St.  
San Diego, California 92105**

**Anne Correia  
Ocean Discovery Institute  
4255 Thorn Street  
San Diego, CA 92105  
Email: [acorreia@oceandi.org](mailto:acorreia@oceandi.org)**

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## Ocean Discovery Institute – Living Lab

RFP for Design Build Contract: Solar Power Generation System at ODI

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Definition of Terms	
Single-column canopies	Refers to structures elevated 12 or more feet above the ground, with a canopy of solar PV panels supported by a single column.
Commercial Operation Date	The date when the PV system is commissioned, receives PTO from the Local Utility and the Institute provides formal acceptance to begin the terms of the Enhanced Commissioning and Performance Guarantee periods.
DSA	California Division of the State Architect.
Design Build Contract	The Contract between the Institute and successful Proposer for the Project to provide engineering design, procurement, construction, start-up and commissioning of Solar Photovoltaic (PV) systems.
Design Build Entity (DBE)	The company responsible for the design-build scope of the Project as contracted with the Institute.
Institute	Ocean Discovery Institute
Final Completion	The date at which Substantial Completion has been achieved, all punch lists have been completed to the satisfaction of the inspector(s) and Institute representatives, all documentation has been delivered to the Institute, all other contract items have been completed, delivered and accepted by the Institute and final DSA approval and certification is obtained (i.e. the Project is closed out with DSA).
Local Utility	San Diego Gas and Electric (SDG&E)
O&M	Operations and Maintenance
Permission to Operate (PTO)	Notification from the Local Utility to which the Project is interconnected that the Project may be operated and connected with the Local Utility grid.
Project	The solar photovoltaic (PV) system, related equipment, structures, and contractual obligations, as described in this RFP, and as may be otherwise agreed to by the Institute and the successful Proposer in the Design-Build Contract.
Proposer	An individual proprietorship, partnership, Limited Liability Company, corporation or joint venture that submits a Proposal in response to this RFP.
Substantial Completion	The date at which the solar photovoltaic (PV) system is wholly installed and operational such that permission to operate (PTO) has been formally requested and PTO may be granted by the Local Utility.

**REQUEST FOR PROPOSALS  
SCHEDULE**

**Table 1-1: Project Milestone Schedule**

<b>Milestone</b>	<b>Time</b>	<b>Date</b>
RFP Published		11/8/2018
Mandatory Pre-Proposal Conference & Site Walk Location: <u>4255 Thorn Street, San Diego, CA 92105</u>	10:00 am	11/13/2018
Questions from Proposers Due	4:00 pm	11/23/2018
Response to Questions & Amendments Published		11/30/2018
Proposals Due (Proposal/Bid Opened)	2:00 pm	12/17/2018
Notification to Lowest Bid/Responsive Bidder		12/19/2018
End of Bid Protest Period		12/31/2018
Contract Finalized		01/21/2019
Contract Approval		01/25/2019
NTP for Construction		02/01/2019
COD		04/30/2019
Final Completion		05/31/2019

**Note:** The project milestone schedule is tentative, and dates are subject to change.

The site walk will begin at the site and time noted above. Due to the sensitivity of meeting guidelines related to the funding of this project, Contractor's bidding on this project must agree that all work shall be completed by the Final Completion date listed in Table 1-1. Any delays must be reported in writing to Anne Correia at [acorreia@oceandi.org](mailto:acorreia@oceandi.org). Schedule must be updated on a weekly basis and provided to the project team.

Within ten calendar days after written notification of award of Contract, Contractor shall deliver to Institute the signed Contract, insurance certificate(s) and other documentation required for execution of Contract. Contract will not be binding upon until it has been executed by both parties. Institute will not be liable for any delays prior to the award or execution of Contract.

**REQUEST FOR PROPOSALS (RFP)  
DESIGN-BUILD CONTRACT FOR SOLAR POWER GENERATION AT OCEAN DISCOVERY INSTITUTE**

**1. OVERVIEW**

The Ocean Discovery Institute (“Institute”) delivers programs that use ocean science to engage underserved youth in the areas of Science, Technology, Engineering and Math (STEM). The Institute has developed a new Living Lab building in coordination with the San Diego Unified School Institute (SDUSD). The building is a 12,000 square feet state-of-the-art science education facility. The Institute is seeking LEED Platinum status, including on-site solar PV generation sized to produce approximately 84,000 kWh annually.

Through this RFP, the Institute seeks to identify and select a highly qualified and cost and value competitive Design-Build Entity (DBE) for the installation and commissioning of a “grid-connected” Photovoltaic System. The bid amount shall not exceed \$300,000. The Institute’s program goals include producing enough solar electrical energy to largely offset annual site electrical consumption, thereby reducing electrical energy costs; reducing the Institute’s environmental impact; and providing a hedge against future utility rate inflation and shifts. This RFP identifies solar production target for use in developing proposals.

Pursuant to this RFP, the Institute is soliciting individual written proposals for solar project implementation comprising “grid-connected” PV Systems at the Living Lab building. Proposers will provide Design-Build proposals for design, permitting, procurement, construction, start-up, and commissioning of approximately 50 (kW-DC), of solar PV capacity of fixed tilt elevated single-column canopies (PV System), together with associated warranties and output guarantees as specified herein. The authority having jurisdiction for this project is the Department of the State Architect (DSA). The Proposer’s team shall include Structural and Electrical Engineers of Record, licensed in California and with DSA experience on solar projects. The architect of record for the PV design will be the architect for the Living Lab, Rob Wellington Quigley FAIA . Conceptual siting and layout of the canopies are provided as Attachment D1.2 and design drawings for the Living Lab are provided as Attachment D1.1. The design and construction of the PV system must adhere to the specifications provided with this RFP as Attachment A and to the specifications included with the Living Lab design documents in Attachment D1.1. Some provision has been made in the design of construction of the Living Lab, including underground conduit and in the main service. Attachment D3 provides details of existing infrastructure and infrastructure required as part of the scope outlined in this RFP.

The PV system is targeted for construction as noted in Table 1-1. The Institute intends to procure these PV Systems utilizing funding from a Community Development Block Grant (CDBG) grant and will own the facility. The Institute will not consider alternative funding options, such as leasing or power purchase agreement (PPA) offerings.

The Institute’s award of contract(s), if any, will be made in accordance with CDBG Guidelines and will be based on lowest overall PV System price and long term cost of operations, including the Institute’s understanding of the Proposers’ respective skills, experience, and qualifications; expected long-term savings; proven performance; technology components; guarantee of stated kWh output of the PV Systems; management plan and qualifications of subcontractors; past performance and references; and overall thoroughness of proposal and responsiveness to the RFP and during the RFP process.

## **2. MINIMUM QUALIFYING CRITERIA FOR PROPOSERS**

The following criteria shall be applied by the Institute to determine whether Proposers meet minimum qualifications. Institute reserves the right to reject any Proposal which fails to meet any one of the below criteria:

- 1) Firm can meet the Project schedule outlined in the RFP and achieve Substantial Completion by the date indicated in Table 1-1 of the RFP.
- 2) Within the last five (5) years, Proposer has achieved COD for at least one (1) DSA approved solar PV project utilizing solar PV canopy structures.
- 3) Proposer has or will utilize installation contractor(s) with sufficient bonding capacity for this Project (see Attachment C1).
- 4) Proposer or proposing team holds a California Class B and a C-10 license, or a Class B and C-46 license.
- 5) Proposer can meet and will utilize installation contractor(s) who can meet the insurance requirements set forth in the Attachment C1.
- 6) Proposer and Installation Contractor(s) Worker's Compensation Experience Modification Rate (EMR) is 1.25 or less.
- 7) Proposer has been in business in California under the present company or business name and license number for a minimum of two years.
- 8) Proposer is eligible to bid on or be awarded a public works contract or perform as a subcontractor on a public works contract pursuant to either Labor Code section 1771.1 or Labor Code section 1777.7.
- 9) Proposer has not been and will not utilize installation contractor(s) terminated for cause or defaulted on a project during the last five (5) years.
- 10) Proposer has not had a professional or contractor's license revoked at any time in the last five (5) years and will not utilize installation contractor(s) who have had, a professional or contractor's license revoked at any time in the last five (5) years.
- 11) Proposer, or any of its owners, officers, or partners, has not been found liable in a civil suit, or convicted/found guilty in a criminal action within the last ten (10) years: (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act.
- 12) Cal OSHA has not cited or assessed penalties against Proposer or Installation Contractor(s) for any "serious," "willful," or "repeat" violations of its safety or health regulations in the last five (5) years.
- 13) Proposer is or will utilize installation contractor(s) and subcontractors registered with the California Department of Industrial Relations (DIR) and holding a current DIR registration number from the time of contract award throughout the completion of installation, pursuant to Labor Code Section 1725.5. Contractor(s) and subcontractors shall provide proof of DIR registration with the proposal. If unable to do so, Proposer is responsible for providing proof of registration prior to award of contract.

- 14) Proposer is or will utilize installation contractor(s) and subcontractors that are registered on [www.sam.gov](http://www.sam.gov), and not listed on the Housing and Urban Development’s (HUD) Debarment and Suspension List or California’s Debarment and Suspension List.

### 3. PROJECT SITE INFORMATION

#### 3.1. Site Address and Installation Type

Table 3-1 provides information on the PV mounting type that may be used at the site.

Table 3-1: Site Address and Installation Type:

Proposal No.	Site Name	Site Address	Single-Column Canopies	ADA Compliance
1	Living Lab Building	4255 Thorn Street, San Diego, CA 92105	X	X

Note: ADA Compliance – Indicates that the single-column canopy areas require coordination and/or upgrades to comply with Americans with Disabilities Act.

#### 3.2. Target Solar Production

Table 3-2 contains the target first year solar production. Proposers shall utilize the targets outlined in the table in their responses to this RFP. Note, a nameplate system size of 50 kW-DC is estimated based on the target production and equipment listed in Attachment A1. The proposer is responsible for modeling production as part of their design and demonstrating that the production target can be met.

Table 3-2: Target PV Production

Proposal Number	Site Name	Target Solar PV Production (kWh/Yr-1)
1	Living Lab Building	84,000

### 4. RFP PROCESS

This RFP is part of the process for the Institute’s selection of a qualified DBE to provide services for PV Systems to be installed at the Living Lab building. This is not a guaranteed offer by the Institute to contract with any party responding to this RFP. The Institute’s award of contract(s), if any, will be made in accordance with CDBG Guidelines, and will be based on lowest cost (overall PV System price and long-term cost of operations), most qualified responsible proposer, and adherence to the requirements set forth in this RFP. The Institute reserves the right to reject any and all Proposals, to waive any irregularity, and to sit and act as sole judge of the merit and qualifications of the materials and services offered therein.



4.1. Distribution of This Document

This document and any attachments, appendices and addenda will be distributed electronically via the ODI website through a protected password. All requests for access and questions on this RFP shall be sent to [acorreia@oceandi.org](mailto:acorreia@oceandi.org). Proposers are responsible for ensuring that electronic communication is functioning and that online documents are accessible. Should there be any questions or uncertainty that documents cannot be accessed, or questions are not being received, Proposers are responsible for following up with the Institute by e-mail at [acorreia@oceandi.org](mailto:acorreia@oceandi.org).

4.2. Institute / Contract Administrator

The Contract Administrator for this RFP and the resulting contract(s) is the Facilities Operation Manager, Anne Correia at the Institute. The Contracts Administrator is the only individual authorized to make any modifications via addenda or otherwise to this RFP and the resulting contract(s), if any.

4.3. Modifications To RFP

The Institute expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of Proposals, including without limitation, the cancellation of this RFP. Modifications, if any, made by the Institute to the RFP will be in writing; potential Proposers who have obtained this RFP from the Institute prior to any such modifications will be issued any modifications to the RFP by written addenda. An addendum will be issued with updated wage decision and wage rates, if the State or Federal Prevailing Wage Determinations are updated prior to the proposal submission date. Prospective bidders will be allowed to submit a modified Form B2 to reflect the new wage rates.

4.4. No Oral Clarifications/Modifications

The Institute will not provide any oral clarifications or modifications to the RFP or the requirements hereof. No employee, office, agent or representative of the Institute is authorized to provide oral clarifications or modifications to the RFP. Proposers shall not rely on any oral clarification or modification to the RFP. Inquiries must be submitted in writing not later than the time/date indicated in Table 1.1.

4.5. Public Records

Except for materials deemed Trade Secrets (as defined in California Civil Code section 3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFP are deemed property of the Institute and public records upon submission to the Institute. The Institute is not liable or responsible for the disclosure of Proposals, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on part of the Institute or its agents or representatives. If the Institute is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal, by submitting a response to this RFP, each Proposer agrees to defend, indemnify and hold harmless the Institute in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising there from.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, all responses sent to the Institute prior to recommendation for Institute award or actual award of contract under certain circumstances are sent as confidential documents. No part of the responses will be made public or shown to any persons outside of the Institute and its screening and selection panels until after a recommendation for award has been made by the Institute, or until after actual award of contract under certain circumstances, at which time all documents will be public record except for documents otherwise exempt. Furthermore, the Institute will have no liability to the Proposer or other party as a result of any public disclosure of any Proposal or Contract.

4.6. Examination of Site and Contract Documents

Each Proposer shall, at its sole cost and expense, inspect the Site and become fully acquainted with the Contract Documents and conditions affecting the Work. Inspection shall be made as part of the mandatory site walk; date and time are listed in Table 1-1. A proposal by any Proposer not in attendance at the mandatory site walk shall be deemed non-responsive. Furthermore, the failure of a Proposer to receive or examine any of the Contract Documents or to inspect the Site, or any portion thereof, shall not relieve such Proposer from any obligation with respect to the Proposal, or the Work required under the Contract Documents. The Institute assumes no responsibility or liability to any Proposer for, nor shall the Institute be bound by, any understandings, representations or agreements of the Institute's representatives, agents, employees or officers concerning the Contract Documents, or the Work made prior to execution of the Contract which are not in the form of RFP Addenda duly issued by the Institute. The submission of a Proposal shall be deemed prima facie evidence of the Proposer's full compliance with the requirements of this section.

All Proposers shall comply with the requirements set forth in this RFP in submitting their Proposals. Any proposed deviations to requirements of this RFP must be identified by Proposers in Attachment B3. Any exceptions listed in Attachment B3 shall be considered proposed changes and shall not alter the requirements of the RFP or contract documents until agreed upon and formally accepted by the Institute and the successful Proposer.

Each Proposer is to contact the Contract Administrator to request additional site visits/inspections beyond the initial site walk if such are required.

4.7. Federal, State, County and City Laws

This project is utilizing Community Development Block Grant (CDBG) funds and is subject to all applicable Federal, State and City rules, and the project must be carried out in accordance with Institute's signed agreement with the City of San Diego (Attachment D2.1). The Contractor will be responsible for providing goods and services ancillary to the operation of a federally funded CDBG Program, administered by the auspices of the City of San Diego.

Contractor shall obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or keep current) these requirements may result in termination of any agreement entered into. Any agreement resulting from this RFP will be governed by the laws of the State of California. Venue for any legal proceedings, mediation or arbitration which may arise out of this contract will be in the County of San Diego.

4.8. Labor Standards

The entire project is subject to State prevailing wage laws, pursuant to San Diego Municipal Code section 22.3019 and sections 1720 through 1861 and 3070-3098 of the California Labor Code, and all other City and State requirements that apply. In addition, since Project funding is being provided by Federal Community Development Block Grant (CDBG), this project is also subject to Davis-Bacon Federal prevailing wages, Section 3 of the Housing and Urban Development (HUD) Act [12 U.S.C. 1701 u and CFR Part 135] (Attachment D2.4), and all other Federal requirements that apply. Wage Determinations are referenced herein and instructions to access them are attached to this RFP as Attachment D2.5-2.6. If wage rates imposed by State law are higher than those required under the Federal law, City or other local law, nothing in this section is intended to relieve Contractor or its Subcontractors of the obligation, if any, to pay the higher wage rate. Contractor shall submit certified payroll records to City on a weekly basis, including the original statements of compliance.

**5. SCOPE OF WORK**

5.1. Scope of Work

The successful Proposer will be responsible for completing a “turnkey” Photovoltaic System on the Institute Site, including design/engineering, permitting, procurement, construction, installation and equipment start-up, closeout services, and commissioning services. Products, components, construction, and installations must comply with applicable codes, standards, and rating methodologies.

Minimum requirements outlining the general requirements of the Design Build Contract are outlined in **Attachment A1: Scope of Work, Attachment A2: General Criteria & Applicable Codes, and A3: Submittals and Project Acceptance**. The requirements are not intended to be complete or comprehensive and do not limit or waive requirements established by the Contract as awarded.

5.2. Construction Milestones

Table 1-1 outlines the preliminary construction milestones for the site, which will be negotiated with selected Proposer(s).

**6. OPERATIONS AND MAINTENANCE & PERFORMANCE GUARANTEE**

Proposers are required to submit pricing to provide annual operations and maintenance (O&M) on the facility and a performance guarantee (PeGu) for the system. O&M and PeGu terms are outlined in Attachment C to this RFP. The cost proposal for these services should be included on the cost proposal form provided as Attachment B2.

## 7. PROPOSAL PROCESS

### 7.1. Mandatory Site Walk and Pre-Proposal Conference

A mandatory site walk followed by a Pre-Proposal Conference will be held on the date and time provided in the RFP Schedule Table 1-1. Proposers are required to attend the mandatory site walk and sign into the attendance roster. Failure to do so shall result in the proposal being deemed non-responsive. The conference and site walk will meet and begin at the Ocean Discovery Institute at the address listed below. All attendees must arrive on time for the site walk. Attendees shall park off-site on the street. The meeting point will be at the corner of Van Dyke and Thorn Street.

Ocean Discovery Institute  
4255 Thorn Street  
San Diego, CA 9210

### 7.2. Questions Relating to RFP Process

All questions pertaining to this RFP must be submitted via email to [acorreia@ocenadi.org](mailto:acorreia@ocenadi.org) by the date shown in Table 1-1. However, if a Proposer: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) requires clarifications of any portion of the RFP, the Proposer shall immediately provide written e-mail notice of such to [acorreia@oceandi.org](mailto:acorreia@oceandi.org). Responses of the Institute to the notice of any errors or discrepancies herein, or request for clarification, will be in writing. If, in the sole judgment of the Institute, any clarification response affects the RFP or Proposers, the Institute will issue the clarification response by a written addendum distributed to all potential Proposers who have theretofore obtained this RFP from the Institute and provided their contact information to the Institute. The written addenda will also be made available via the ODI website where the RFP documents can be accessed. All requests for clarification of this RFP must be submitted to and actually received via email by [acorreia@oceandi.org](mailto:acorreia@oceandi.org) no later than the date specified in the schedule. The Institute will respond to clarification requests submitted thereafter solely at its discretion.

### 7.3. Important Requirements

Table 7-1 lists some of the key requirements included in this RFP and the attached documents that should be considered in preparing a response.

All Firms shall comply with the requirements set forth in this RFP in submitting their Proposals. Any significant deviations for the terms and conditions set forth in this RFP must be identified in the proposal as “exceptions” in Attachment B3.

Figure 7-1: Key Requirements

Item	RFP Attachment
Scope of Work	A1
General Project Criteria	A2
Design, Construction & Cx Process Requirements.	A3

**Ocean Discovery Institute – Living Lab**

RFP for Design Build Contract: Solar Power Generation System at ODI

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Item	RFP Attachment
Specifications	A4
Proposal Forms	B1-B5
Bonding Requirements	C1
Insurance Requirements	C1
Permitting Requirements/Fees	A1, A2
O&M Requirements	A1, C2
Production Guarantee	C2
Warranties	A2
Compliance with State and Federal Laws	B1, D2

Each bid submitted must also explicitly state that this bid has been prepared to include compliance with the following:

1. Agrees to comply with the Institute's signed CDBG agreement with the City of San Diego (Attachment D2.1).
2. (DIR) Department of Industrial Relations registration requirements in accordance with California Labor Code Sections 1720-1743, 1770- 1784, 1810-1815, 1860-1861, and 3070-3098 (Attachment D2.2).
3. Federal Labor Standards Provisions HUD 4010 Form (Attachment D2.3).
4. Section 3 of the Housing and Urban Development (HUD) Act (12 U.S.C. 1701u and 24 CFR Part 135 (Attachment D2.4).
5. Davis Bacon Act General Wage Decision Number: CA180001 10/05/2018 CA1 (Attachment D2.5).
6. State Prevailing Wage Determination Decision Number: SD-2018-2 (Attachment D2.6).
7. City of San Diego insurance requirements (Attachment D2.7).

The documents in Attachment D2.3-2.7 have been provided for convenience and are current as of RFP release date; Proposer is responsible for verifying if the guidelines/requirements stated in these documents are still valid and utilizing the most recent requirements in effect when submitting a proposal.

7.4. Proposal Submission Requirements

Sealed Proposal packages must be labeled 'Ocean Discovery Institute Solar PV Proposal' and shall be submitted in hard copy addressed to:

Ocean Discovery Institute  
4255 Thorn Street  
San Diego, CA 92105  
Attn: Anne Correia (acorreia@oceandi.org)

Proposers shall also submit a CD or flash drive with the hard copy in the sealed package. The proposals can be dropped off at the above address between 9 am and 5 pm Monday through Friday. The hard copy Proposal submissions must follow the Submittal Format outlined in Table

7-2. Sealed hard copies of Proposal documents must be received no later than the date and time specified in Table 1-1: RFP & Project Milestone Schedule.

**To ensure fairness, responses received after the deadline will not be accepted or reviewed.** The Proposer is responsible for ensuring that all responses are received by the deadline. All responses to the RFP will become the property of the Institute and will not be returned. The Institute will not reimburse Proposers for any of the costs associated with the preparation and submission of Proposals.

Proposers shall provide only complete and accurate information. Proposers acknowledge that the Institute is relying on the truth and accuracy of the representations contained in each Proposal. Each Proposal must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Proposer on whose behalf that person is signing. If any information provided by a Proposer becomes inaccurate, the Proposer must immediately notify the Institute upon discovery of the inaccuracy and provide updated accurate information in writing, under penalty of perjury. Should a Proposer omit requested information or falsify information, the Institute may reject the Proposal. Accepting an award based on false or misleading information may expose the Proposer to various legal liabilities.

Table 7-2: Proposal Submittal Format (Hard Copy and Electronic)

Submittal Item/Format	Document	Description
1. A Single PDF File	Cover Letter	Introduction/Cover Letter with full business address and contact details of the Proposer, signed by an individual with authority to bind Firm.
	Form B1	Qualifications & Proposal Form with all questions addressed and signed and dated proposal certification.
	Form B1 Attachments	Minimum Attachments shall include: <ul style="list-style-type: none"> <li>- Class B License &amp; any other Licenses</li> <li>- Evidence of Bonding Ability</li> <li>- Evidence that Insurance Requirements can be met</li> <li>- A Conceptual Design of the PV Facility</li> <li>- A Detailed Schedule</li> <li>- Screen Shots of Monitoring Software</li> <li>- Example of Performance Reporting</li> <li>- Example of Monthly Billing</li> <li>- Proposed Warranty</li> </ul>
	Form B2	Cost Proposal, PDF Format
	Form B3	Exceptions to the RFP
	Form B4.1	Worker’s Comp Certificate (Evidence of capacity to Provide)
	Form B4.2	Non-Collusion Declaration
	Form B5	Response Completion Checklist
2. A Single PDF File	Form B1, Attachment Item Q3	Financial Performance - Reviewed/Audited financial statements submitted separately and marked Proprietary – Not for Public Disclosure for private Firms.
3. MS Excel File	Form B2	Cost Proposal, MS Excel format. A PDF of this file should be included in the main proposal. The Excel file should exactly match the PDF document.

7.1. Sealed Proposal/Bid Opening

Sealed Proposals will be opened on November 16, 2018 at 2:00 pm PST at Ocean Discovery Institute at 4255 Thorn Street San Diego, CA 92105, and will be read aloud to the public in attendance.

7.2. Proposal Evaluation Criteria

The Institute will first evaluate the qualifications section of each Proposal. The qualifications section appears at the beginning of Form B1. The qualifications criteria include a set of minimum qualifications as well as information regarding experience, team and financials. Proposers should ensure they meet the minimum qualifications outlined in Section 2 of this document and Form B1 before preparing a proposal.

The Institute will then, at its sole discretion, evaluate all of the qualified Proposals. Ranking of qualified Proposals will consider lowest cost (overall PV System price and long-term cost of operations), Proposer qualifications and adherence to substantive requirements set forth in this RFP.

All Proposals will be evaluated by an Evaluation Committee designated by the Institute. The Evaluation Committee will determine the highest ranked Proposer as the basis of any recommendation to the Institute Executive Director that a Contract be negotiated with a Proposer.

The Institute will provide Contract Administration and support immediately after the highest ranked Proposer is determined. The Institute reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

During the Proposal evaluation, the Institute may request clarification of, or information about, any item in the Proposal. The Proposer shall respond within the time requested. If the clarification or information is not forthcoming, the Institute may, at its sole discretion, disqualify a Proposal if it determines that evaluation of the Proposal cannot proceed in the absence of clarification. However, the Institute, in its sole discretion, may review and evaluate Proposals and award a Contract based solely on the materials contained in the Proposal.

The Institute reserves the right to waive errors, irregularities, and omissions in the information contained in the Proposal submitted, to reject any and all bids, and to make all final determinations. There is no appeal from the Institute's decision not to review a Proposal due to an incomplete or late Proposal submission.

The Proposal, its completion and submission by the Proposer, and its use by the Institute, shall not give rise to any liability on the part of the Institute to the Proposer or any third party or person. This is a solicitation for bid, as per CDBG guidelines. No guarantees are made or implied that the Project will be constructed, either in part or whole. The Proposer accepts all risk and cost associated with the completion of the Proposal without financial guarantee. Any attempts by Proposers to lobby or influence the Institute decision, in any form, are strictly prohibited. During the course of the Proposal submission and evaluation periods, there shall be no contact with the Institute office staff regarding this project or RFP. Failure to comply with these requirements will result in the disqualification of the Proposer.

### 7.3. Award Process

The Institute intends to award a Contract to the qualified Proposer who offers the lowest cost (overall PV System price and long-term cost of operations), meets qualification criteria, substantially conforms to the RFP requirements, and best meets the Institute's needs and is most likely to assist the Institute in achieving its objectives, which the Institute shall determine in its sole discretion. If the successful Proposer is unable and/or unwilling to execute the Contract as negotiated by the Institute, the Institute, in its sole discretion, may begin negotiations with the next highest ranked Proposer.

The Institute reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in the Institute's sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit and install the Project and to satisfy the substantive requirements set forth in this RFP. The Institute expects to complete its evaluation process to select a qualified Proposer but reserves the right to change key dates and action as the need arises. Only the Institute Executive Director possesses the authority to award the Energy Services



Agreement, in its sole discretion, and any recommendation by Institute staff for contract award shall not be binding on the Institute. The Institute intends to award the Project to one Proposer.

7.4. Bid Protest

Only a person or entity that has submitted a Proposal may protest the Institute’s intended rejection of that Proposal or intended contract award to another Proposer. The grounds for the protest shall be limited to whether the Institute’s evaluation of the protestor’s Proposal was reasonable and consistent with this RFP and applicable laws, statutes and regulations. The protest must be in writing, must identify the grounds for the protest, must state all factual and legal grounds for the protest, must include copies of all documents forming the basis for the protest, and must be signed by the person authorized to submit the protest on behalf of the protestor.

The protest must be received by the Institute on or before 5:00 p.m. of the ten (10th) calendar day after the protestor’s receipt of the Institute’s notice of rejection of the protestor’s Proposal or intended award to another Proposer. The protest may be delivered and/or emailed to the following addresses:

Ocean Discovery Institute  
4255 Thorn Street  
San Diego, CA 92105  
Attn: Anne Correia (acorreia@oceandi.org)

Evaluation of bid protests will be made solely upon the written documentation submitted. No hearings will be held on the protest unless specifically requested by the Institute. The Institute’s ruling on the protest shall be final.

Nothing in this RFP shall entitle the protestor to receive a point-by-point comparison of its Proposal with the Proposals submitted by others. Under no circumstances shall the Institute be required to disclose (a) trade secrets, (b) privileged or confidential manufacturing processes and techniques, (c) commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information, or (d) the names of individuals providing reference information about a Proposer’s past performance.

7.5. Institute Rights

The Institute reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the Institute decides, to abandon the services entirely, to award on the basis of the total submittal, and to waive any informality or irregularity, as the interests of the Institute may require.

**The Institute is not responsible for late delivery. To ensure fairness, responses received after the deadline will not be accepted or reviewed.** The Proposer is responsible for ensuring that the responses are submitted on time to the proper location.

Proposer’s submittal and any other supporting materials submitted to the Institute in response to this RFP will not be returned and will become the property of the Institute. Neither this document, nor any submittals provided in response to the RFP, requires the Institute to negotiate or award a contract with any responding firm or individual.

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RFP for Design Build Contract: Solar Power Generation System at ODI

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The Institute reserves the right to award a contract any time up to six months from the date of opening the submittals. The award of a contract is at the sole discretion of the Institute. The Institute also reserves the right to contract independently with other entities/firms for any of the services listed herein, as the need arises.

The Institute shall not be liable for any costs incurred in preparing and submitting responses to this RFP and makes no representation that a contract will be awarded. All Proposers should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees and approval by the Ocean Discovery Institute.

Proposers shall provide only complete and accurate information. Proposers acknowledge that the Institute is relying on the truth and accuracy of the responses contained herein. Each Proposal must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Proposer on whose behalf that person is signing. If any information provided by a Proposer becomes inaccurate, the Proposer must immediately notify the Institute and provide updated accurate information in writing, under penalty of perjury. Should a Proposer omit requested information or falsify information, the Institute may reject the Proposal.

Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting and clearance through the California Department of Justice of all personnel who will visit the Living Lab Building site is also required.

## Attachment A

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# Project Details and Requirements

(Available for download in Attachment A Folder)

- A1: Scope of Work
- A2: General Project Criteria
- A3: Submittals & Process Requirements
- A4: PV Design and Construction Specifications

## Attachment B

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### Proposal Forms

(Available for download in Attachment B Folder)

B1: Main Proposal

B2: Cost Proposal

B3: Exceptions to the RFP

B4: Additional Forms

B4.1 Workman's Comp

B4.2 Non-Collusion Declaration

B5: Response Checklist

**NOTE: THE FOLLOWING FORMS MUST BE SUBMITTED  
WITH PROPOSAL SUBMISSION**

## Attachment C

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### O&M and PeGu Terms

(Available for download in Attachment C Folder)

C1: Bonding and Insurance Requirements

C2: Operations & Maintenance and Performance  
Guarantee Terms

## Attachment D

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### Additional Information

(Available for download in Attachment D Folder)

D1: Relevant Design Drawings

D2: Federal and State Laws Compliance Reference Documents

D3: Proposed Service Single Line Drawing