



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 147692 Title: Solar Electricity for Three Wastewater Reclamation Facilities (WRF)

DUE IN AND OPENS OCTOBER 23, 2014 AT OR BEFORE 11 AM LOCAL ARIZONA TIME (MST)

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: OCTOBER 2, 2014 at 2 PM Tucson AZ Time (MST)

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Pima County (County) is soliciting bids from appropriately qualified firms to finance, design, build, commission, own, operate and maintain a facility or facilities on County property capable of generating electrical energy utilizing any combination of commercially proven solar energy technologies for their Green Valley, Avra Valley and Corona de Tucson Wastewater Reclamation Facilities (WRF) pursuant to all requirements defined herein. The County requires the execution of Solar Service Agreement (SSA) and Solar License Agreement (SLA) documents in which all costs incidental to the provision of required services shall be included in the price per kWh paid. The term for these agreements shall be twenty years of service for each of these sites.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. ***Attendance is optional and encouraged.*** Site Tours will be held the day after the Pre-Bid Meeting, October 3, 2014. See attached Exhibit A- Tour Schedule for the Three Facilities.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

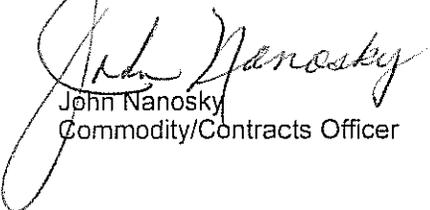
Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: John Nanosky. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Tel: (520) 724-8165 Fax: (520) 791-6513 email: john.nanosky@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.


John Nanosky
Commodity/Contracts Officer

Publish: The Territorial September 18, 19, 22, and 23, 2014

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. **Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.**

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation. If Addendum (s) issued, respondents are required to specifically acknowledge that the receipt(s) is incorporated in their submittal documents.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

INTENT:

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the SSA, including the solicitation and requirement documents such as *Solicitation Addenda, Instructions to Bidders, and Solar License Agreement* all of which are incorporated herein and used to establish the agreement.

The term of the agreement will be for twenty (20) years. Pima County's Three (3) WRF have a total annual electricity consumption of approximately 5.3 million kilowatt hours (kWh). Pima County desires to generate via net metering facilities approved by the utilities and the ACC as much of that annual load as possible and not exceed the historical annual kWh consumed and generated by each site utilizing proven forms of solar electricity technology, including interconnect agreement and establishment of same.

Solar Service Agreement/Solar License Agreement (SSA/SLA) (Contract): Solar Electricity for Three Wastewater Reclamation Facilities (SSA - 32 pages; SLA -43 pages)

The attached or referenced Solar Service and Solar License Agreements when completed signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County at the sole discretion via issue of Master Agreement referencing the SSA/SLA documents. The Solar Service and Solar License Agreement documents must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. By submission of an executed SSA, the Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation, the SSA and the SLA.

PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Supplier shall provide solar electricity defined by the Solar Service Agreement (SSA) that is cost effective for the County and shall also meet the following specifications and requirements.

PRODUCT OBJECTIVES:

The primary objective of this solar electricity solicitation is to purchase renewable energy at a cost that is less than pricing from the utility provider so as to provide a clear economic benefit to Pima County/PCRWRD.

INSTRUCTIONS TO BIDDERS (CONTINUED)

GENERAL SPECIFICATIONS AND CONTRACTOR RESPONSIBILITIES

There will be two primary outputs from the solar power/renewable energy facility: electrical energy (kWh) and Renewable Energy Credits (RECs). The Contractor shall sell the electrical energy to County at \$/kWh price that is lower than the price paid to the utility. **The COUNTY shall own the RECs.**

The Contractor shall determine design and the optimum size of the solar power/renewable energy facility for each site based upon all facts, including historical energy use and available land. All equipment for each facility shall be new. The production by site in any one year shall not exceed the historical usage provided by this solicitation.

The solar power/renewable energy facility shall comply with all utility, City, County, State and Federal regulations and requirements, as they may be amended from time to time, including those requirements relating to health, safety and the environment.

The Contractor is responsible for obtaining the Interconnect Agreements with Tucson Electric Power Company (TEP)/Trico Electric Cooperative (TRICO) and is responsible for successfully connecting the solar facility to the existing WRF site electrical distribution system.

CULTURAL RESOURCES COMPLIANCE REQUIREMENT

At the start of design, and throughout the design process, the Contractor shall work closely with the Pima County Office of Sustainability and Conservation (OSC), to ensure that all cultural resources compliance requirements are fulfilled prior to the initiation of any ground disturbing activities. It is anticipated that the project will require Pima County cultural resources compliance actions. These requirements may include inventory survey and data recovery should it not be possible to avoid cultural resources within the proposed area of ground disturbance. OSC will advise the Contractor regarding the specific compliance requirements and scheduling. It is the goal of OSC to work with the Contractor to avoid or minimize any adverse effects to cultural resources and to ensure that cultural resources compliance is conducted in a timely manner.

Should the project need or utilize any federal funding, federal permit, federal license, or federal approval the Contractor will immediately identify this to the OSC to ensure that the appropriate federal cultural resources compliance process is followed.

The Awardee(s) shall contact the cultural resources company which will conduct any cultural resources compliance activities for this project. The cultural resources company must hold a current and valid Arizona Antiquities Act permit issued by Arizona State Museum. It is estimated that total costs will not exceed \$5000.00/site. Should costs significantly exceed that amount Pima County will work with the Awardee to recover unavoidable costs that exceed \$5000.00

The power provided from the solar/renewable energy system and delivered to the PCRWRD WRF shall be free from any quality issues, including but not limited to surges, under voltage, over voltage and harmonics. The output from the Contractor-owned solar power/renewable energy facility shall not have any adverse effects on Pima County electrical distribution systems or the operation/performance of existing electrical equipment.

The Contractor shall insure the solar facility/renewable energy is designed with local and remote data monitoring and reporting of current and historical energy production that is provided and made available to PCRWRD and County Energy Management personnel via the internet.

MULTIPLE SITES

This Invitation For Bid (IFB) is for three Pima County RWRD (PCRWRD) sites: Green Valley WRF, Avra Valley WRF, and Corona de Tucson WRF. Offerors may provide bid proposals for any/all of the sites. Each site is unique and has different conditions that will affect the solar power/renewable energy facility design and output, therefore separate SSA/SLA documents must be completed and submitted for each site.

AWARD OF CONTRACT

Contractors may submit separate executed SSA and SLA for each of the three sites and the bids must be separated. One Contractor will be selected for each of the three sites. The awards will be recommended for the bid that generates the greatest savings (Reference SSA Exhibit 1.2) to the County over the twenty year term of the agreement for each site that are deemed **Responsive and Responsible**.

INSTRUCTIONS TO BIDDERS (CONTINUED)

Shown below is an example of two contractors bid submission for the same site to determine which one provides the greatest benefit to the County, utilizing the Project Electricity Output Chart under Point #2 of Exhibit #1 of the SSA. The past year the average Cost of TEP electricity for this site is \$ 0.106/kWh. TEP electricity cost increases 4% each year for the twenty year period.

<u>Contractor</u>	<u>Tot. Expected Perform. Output (kWh)</u>	<u>Guaranteed Min. Output (kWh)</u>	<u>Supplier Price (\$/Kwh)</u>	<u>Total SSA Cost of 20 years of Guar. Elect.</u>	<u>Total TEP Projected Cost for 20 yrs Guaranteed Elect.</u>	<u>Total Pima Cty. Savings-20 Yrs. (TEP-SSA) Col. (G-E)</u>
	<u>Total Col. A</u>	<u>Total Col. B</u>	<u>Tot Column C</u>	<u>Tot. Col. E</u>	<u>Total Column G</u>	<u>Total Column H</u>
A	39,400,000	35,460,000	\$0.0955	\$ 3,762,700.00	\$5,815,440.00	\$2,052,740.00
B	39,400,000	35,460,000	\$0.0951	\$ 3,746,940.00	\$5,815,440.00	\$2,068,500.00

Based upon the above data Contractor B has the lowest Price/kWh and the greater savings to the County for the 20 year period. Therefore Contractor B shall be awarded the contract for this site.

A maximum of three awards (one for each site) will be made. If an award is made at the sole discretion of Pima County, the contract referencing the submitted SSA/SLA will be issued utilizing a master agreement document to enable billing and payment.

Solar Service Agreement/Solar License Agreement (SSA/SLA) (Contract): Solar Electricity for Three Wastewater Reclamation Facilities (SSA - 34 pages; SLA -44 pages)

The attached or referenced Solar Service and Solar License Agreements, when completed, signed and submitted by the Offeror, is a binding offer that results in a legal contract when accepted and executed by Pima County at the sole discretion via issue of Master Agreement referencing the SSA/SLA documents. The Solar Service and Solar License Agreement documents must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

2. SUPPLIER MINIMUM QUALIFICATIONS:

Supplier Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the completed and executed SSA/SLA Agreements all documents specified below on Company Letterhead and signed by an Authorized Individual providing all the information required to satisfy the following requirement.

Offerors shall have successfully executed at a minimum one solar energy/renewable energy contract (PPA, SSA) of 1MW or greater within the last five years in order to be considered eligible for award. Offerors shall submit the name(s) of their customer(s), the name, telephone number and e-mail address of their customer contact, the capacity (MW) of the facility and Technology utilized in it, and the date the solar facility actually began providing solar electricity to their customer with their bid submittal.

3. ENERGY USAGE DATA & INFORMATION REQUIRED TO COMPLETE SSA/SLA DOCUMENTS:

This information is provided to help Offerors complete their proposals. The Contractor is responsible for verification of the following general information and for acquiring any additional information required to satisfy the solicitation requirements, including obtaining all site information and conditions. Offeror attendance and active participation in the Pre-Bid Meeting and Site Tours is strongly encouraged.

GREEN VALLEY WRF INFORMATION

BACKGROUND

The Green Valley WRF is located at 20001 S. Old Nogales Hwy, Tucson, AZ 85614. The facility is permitted to treat 4.1 million gallons per day of dry weather influent flow. The plant has one power meter. The address for the meter is 2201 N. Old Nogales Highway.

ENERGY USE

Green Valley purchases 100% of its electricity from TEP. The Calendar Year (CY) 2013 total energy use for Green Valley is given in TABLE 1. The quantity of kWh bid provided for each year cannot exceed the total shown in Table 1 below.

INSTRUCTIONS TO BIDDERS (CONTINUED)

TABLE 1: Green Valley WRF Energy Usage in 000's kWh– CY 2013 by Month

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
187.0	197.2	177.2	198.4	208.0	222.6	192.0	214.0	178.4	200.4	221.2	209.8	2,406.2

SOLAR POWER FACILITY SITE

A map showing the available site identified for the solar power facility is shown in red in Attachment A of the SSA. The map also shows the location of the meter with an X. The identified site is approximately 10 plus acres and has not yet been staked or surveyed.

The Contractor may use any or all of the land designated by PCRWRD as available to support the solar power facility.

AVRA VALLEY WRF INFORMATION

BACKGROUND

The Avra Valley WRF is located at 100000 W. Snyder Hills Rd, Tucson, AZ 85735. The facility is permitted to treat 4 million gallons per day of dry weather influent flow. The maximum capacity for this facility is 8 million. The facility has two power meters. The meter numbers are LHK00476 and LHK00525.

ENERGY USE

Avra Valley WRF purchases 100% of its electricity from TRICO. The Calendar Year (CY) 2013 total energy use for AVRA Valley is given in TABLE 2. The quantity of kWh bid provided for each year cannot exceed the total shown in Table 2 below.

TABLE 2: Avra Valley WRF Energy Usage in 000's kWh – CY 2013 by Month

Meter No	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
LHK00476	71.7	59.5	65.4	61.7	68.9	77.4	125.7	125.0	76.7	66.6	64.2	67.9	930.7
LHK00525	105.3	94.9	104.2	98.2	99.0	95.2	99.0	99.4	95.2	101.9	103.2	107.8	1203.3
TOTAL	177.0	154.4	169.6	159.9	167.9	172.6	224.7	224.4	171.9	168.5	167.4	175.7	2134.0

SOLAR POWER FACILITY SITE

A map showing the available site identified for the solar power facility is shown in red in Attachment B of the SSA. The map also shows the location of the meter with an X. The identified site is approximately 5.0 acres and has not yet been staked or surveyed.

The Contractor may use any or all of the land designated by PCRWRD as available to support the solar power facility.

CORONA DE TUCSON WRF INFORMATION

BACKGROUND

The Corona de Tucson WRF is located at 1100 W. Sahuarita Road, Tucson, AZ 85711. The facility is permitted to treat 1.3 million gallons per day of dry weather influent flow, but is currently operating well below its maximum capacity. There is one power meter at the site. The meter number is LHK00360

ENERGY USE

Corona de Tucson WRF purchases 100% of its electricity from TRICO. The Calendar Year (CY) 2013 total energy use for Corona de Tucson is given in TABLE 3. The quantity of kWh bid provided for each year cannot exceed the total shown in Table 3 below.

TABLE 3: Corona de Tucson WRF Energy Usage in 000's kWh – CY 2013 by Month

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
61.3	60.6	53.3	60.7	58.6	62.5	61.6	63.8	63.5	55.2	56.4	60.4	717.9

INSTRUCTIONS TO BIDDERS (CONTINUED)

SOLAR POWER FACILITY SITE

A map showing the available site identified for the solar power facility is shown in red in Attachment C of the SSA. The map also shows the location of the meter with an X. The identified site is approximately 26 acres and has not yet been staked or surveyed.

The Contractor may use any or all of the land designated by PCRWRD as available to support the solar power facility.

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and **submit two originals and one copy of the following bid documents:**

The Check list below is provided for your use to help you insure you provide all the completed and signed documents. This list, including the required minimum qualification documents and Article 10, the Addenda acknowledgement, and the required and the completed and signed SSA and SLA documents for the facilities must be submitted with your bid for each facility.

SSA – Section 10. Communications and Contacts: Licensee: Complete the name, title, address, telephone no., fax no. and e-mail address.

SSA – Section 30 Integration: Licensee: Complete, sign and date document (on page 20)

SSA –Exhibit 1.2 – Contractor: Complete Columns A, B, C, D, F, AND G.

SSA – Exhibit 4 – Contractor: Complete Early Termination Payment Chart.

SSA – Exhibit 5 – Contractor: Complete SLA document and submit.

SLA – Section 12.1.1. LICENSEE: Complete the name, title, address, telephone no., and e-mail address and with copy to:

SLA – Signature Page (page 21) - LICENSEE: Complete and sign.

SLA – Exhibit III Requirements of System, including Approved Equipment- Contractor: Complete

SLA – Exhibit VI Form of Estoppel Certificate – County completes

SLA – Exhibit VII List of Hazardous Substances – Contractor: Complete

SLA – Exhibit IX Project Schedule – Contractor: Complete dates for supplier tasks.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Solicitation #147692

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) to which the submitted & executed SSA and SLA documents will be attached for reference. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk.

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at

<http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued.** It is the responsibility of bidders, proposers and offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

The following is the order of Precedence of the documents (Superior to subordinate); SSA; SLA; Instructions to Bidders; other Bid Documents.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Master Agreement (MA) referencing the executed and incorporated SSA/SLA documents and effective on the MA's date of issue without further action by either party. Master Agreement (MA) and referred Contract documents will document the initial term of the agreement.

Order(s) for solar electricity pursuant to the executed Master Agreement will be made by COUNTY by issue of Delivery Order (DO) documents that will reference and include the SSA and SLA as applicable. Order documents will be furnished to Supplier via facsimile, e-mail or telephone.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Delivery Order (DO) at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Delivery Order (DO).

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior

INSTRUCTIONS TO BIDDERS (CONTINUED)

written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

10. ACCEPTANCE OF SERVICES AND PRODUCTS:

Supplier will provide metering and monitoring acceptable to both parties that will document, chart, record the amount of electricity provided to each site and communicate the data via the internet to Pima County subject to billing under the agreement.

Confirmation regarding the amount of electricity received by the County shall be performed by the Regional Wastewater Reclamation Department. Said receipt is required prior to commencement of payment terms.

11. COMPENSATION & PAYMENT:

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by SSA and/or the County's Order document.

12. UNIT PRICES

Prices per kWh given by the SSA shall include all costs, including but not limited to utility studies, cultural resource studies and required actions, and interconnect. Supplier shall be responsible for developing the financing, including and not limited to Federal or State Tax incentives or Renewable Energy Credits, required to provide electricity to Pima County or assignees as defined by the SSA, SLA and the solicitation documents.

The County will not be responsible for any costs or payment unless specifically documented by the SSA. No payments will be made for items not included in the agreement.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders* and SSA/SLA.

13. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement.

Each SSA will define the realistically achievable project construction schedule and the expected date on which the delivery of electricity will commence. Said schedule will include County inspection and acceptance of the solar facility and installation.

Each SSA will define the expected and guaranteed minimum quantity of electricity that will be delivered each year. The SSA includes credits or reimbursement to the County for all incremental costs incurred consequent to delivery of less kWh's than that defined by the guaranteed minimum output (SSA, Exhibit 1.2).

The quantity delivered shall not exceed the quantity that can be consumed by the County in any contract year (Based upon historical usage defined by this solicitation).

14. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents. The County will reimburse the Awardee for any taxes or fees for which the County is legally responsible and the Awardee is legally responsible for collecting. Those amounts should not be included in the price/kWh. Identify them as a separate line on the invoice.

15. OTHER DOCUMENTS

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 147692 including the Invitation For Bid, Instructions to Bidders, Solicitation Addenda, Suppliers Bid SSA/SLA, documents submitted by Supplier and References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its response to the County's Solicitation.

INSTRUCTIONS TO BIDDERS (CONTINUED)

16. INSURANCE AND INDEMNITY

Refer to SLA, Sections 8.1 through 8.6

17. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 724-3021 or (520) 724-8465 for assistance or further information.

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes No (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

18. PIMA COUNTY STANDARD TERMS AND CONDITIONS

A. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)*. All interested parties are invited to attend.

B. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

C. AWARD NOTICE:

A *Notice of Recommendation for Award* for the IFB will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

D. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

E. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

F. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement delivery order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

G. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

H. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

I. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the master agreement, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the master agreement, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the master agreement, purchase order or contract.

J. SEVERABILITY:

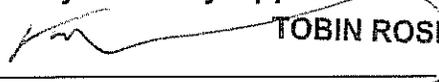
Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

K. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF INSTRUCTIONS TO BIDDERS
(Revised April 23, 2014)

County Attorney Approval "As To Form"


TOBIN ROSEN

Date 8/25/14

EXHIBIT A: SCHEDULE FOR PLANT TOURS ON 09/04/2014

Contact Person: Dave Martin – (520) 724-6486 – dave.martin@pima.gov

Suppliers who intend to tour the three facilities meet in the lobby of Public Works Building, 201 N. Stone Avenue at 8:00 AM on October 3, 2014. Maps will be provided at the Pre-Bid Meeting for directions to each plant. Each company is expected to provide their own transportation to each facility. We will still meet in the lobby on the morning of October 3rd.

<u>Time:</u>	<u>Event</u>
8:00 AM	Meet in Lobby of the Public Works Building.
8:15 AM	Depart for Avra Valley WRF Facility
9:00 AM – 10:00 AM	Tour Avra WRF Plant
10:00 AM – 11:00 AM	Drive to Green Valley WRF Plant
11:00 AM - 12:00 PM	Tour Green Valley WRF Plant
12:00 PM- 12:45 PM	Drive to Corona de Tucson WRF plant
12:45 PM - 1:30 PM	Tour Corona de Tucson WRF Facility
1:30 PM - 2:30 PM	Drive back to Public Works Plant
	END OF TOUR