Request for Proposal (RFP) Solar Services Agreement		
PROPOSAL RELEASE DATE:	September 12, 2022	
PROPOSAL DUE DATE:	November 7, 2022	
PROPOSAL DUE TIME:	1:00 p.m. C.S.T.	
SUBMIT ALL PROPOSALS TO:	University of Arkansas System Office 2404 North University Avenue Little Rock, AR 72207 Attention: Chris Thomason <u>CThomason@uasys.edu</u>	
With a copy to:	Arkansas Energy Office 5301 Northshore Drive North Little Rock, AR 72118-5317 Attention: Jeremiah Herman <u>Jeremiah.Herman@adeq.state.ar.us</u>	

Under no circumstances will late proposals be accepted. Failure to deliver by overnight carriers or other such methods <u>shall not</u> be taken into consideration. Proposals MUST arrive and be time-stamped at the University System Office, 2404 North University Avenue, Little Rock, AR 72207, prior to the time and date specified in the Request for Proposal. <u>VENDOR NAME, AND PROPOSAL OPENING DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR PROPOSAL TO BE ACCEPTED</u>.

## 1. DESCRIPTION AND OVERVIEW OF RFP

The Board of Trustees of the University of Arkansas is seeking proposals from energy services companies qualified through the Arkansas Energy Office ("AEO") to provide solar services by developing multiple solar projects located in Arkansas. In this RFP an entity submitting a proposal will be referred to as a "respondent." "UA" refers to the Board of Trustees of the University of Arkansas.

UA seeks to award the successful respondent(s) a contract for up to 25 years (subject to the approval of the AEO as required by Ark. Code Ann. § 19-11-1206(b)) that can provide the best overall value to UA. This value will be determined by UA, in consultation with the AEO, based on the criteria stated in this RFP. Respondents may submit a proposal for all the services entailed in this RFP or may submit a proposal for a specific service identified in this RFP. Note also that multiple awards *may* be made as necessary to meet the goals of UA. It is anticipated that the contract or contracts awarded will address all of the UA electricity consumption listed in Table 2-1.

Appendix III identifies land owned by UA that is potentially available for installation of solar arrays, and identifies the electric utility service areas on which the land is located. UA expects the successful respondent(s) to provide suitable property in each service area identified in Table 2-1 to the extent the property identified in Appendix III is not adequate or suitable.

UA has executed a Memorandum of Understanding with the Arkansas Division of Environmental Quality – Arkansas Energy Office Energy Performance Contracting (AEPC) Program, and will follow the AEPC program's policies and procedures. The resulting contract or contracts will be issued pursuant to the Arkansas Guaranteed Energy Cost Savings Act, codified at Sections 19-11-1201 to 19-11-1208 of Arkansas Code Annotated (the "Act"). Accordingly, any contract awarded must include the energy savings guarantee required by the Act.

As this project is being conducted through the AEPC program, UA will only consider proposals from AEO's prequalified list of ESCOs, which may be found at:

https://www.adeq.state.ar.us/energy/incentives/performance.aspx

A respondent presentation day or days may be held following the proposal due date. Projected timeframe for when presentations could occur is specified in the "Projected Timetable of Activities" section of this RFP. Please keep these dates open to schedule a presentation if you are selected to present.

# UA expects to achieve the following goals (at minimum) through the selected Respondent(s):

- Offset 100% of eligible electric consumption with electricity produced by solar facilities located throughout the state of Arkansas and net-metered according to the rules set forth by the Arkansas Public Service Commission.
- Implement the program in a cashflow positive manner
- Reduce Scope 2 greenhouse gas emissions and quantify the reduction.
- Minimize the cost of solar energy through a long-term solar services agreement in which a third party provider owns and operates the solar facilities, takes advantage of the Federal Investment Tax Credit, and passes the savings along to UA through a lower solar services charge.
- Hedge against utility rate inflation

# 2. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

UA consumes over 371 Gigawatt-hours of electricity annually. This electricity is provided by 15 electric utilities throughout the state of Arkansas. In an effort to reduce utility costs, hedge against utility rate inflation and decarbonize its electric supply, UA seeks to enter into long-term Solar Services Agreements with a qualified provider.

This section describes certain requirements with respect to the scope of work. It is not intended to be a comprehensive list of every requirement applicable to the scope of work and shall in no way limit a respondent's obligations under a Solar Services Agreement with UA.

The successful respondent(s) will provide (at minimum) the following services and support for UA:

# 2.1 Solar Program Overview

Respondents shall develop solar projects in the electric utility territories listed in Table 2-1 below. Each solar project should have a P50 production estimate that meets UA's eligible electricity consumption also listed in Table 2-1 below. Respondents are not required to submit solutions for the entire group listed below, but it is UA's intention to award as few contracts as possible to meet the goals of this RFP.

Electric Utility	Annual Eligible Electricity Consumption (MWh)	
Arkansas Valley Electric Cooperative	115	
C & L Electric Cooperative	120	
Entergy Arkansas	11,250	
Farmers Electric Cooperative	10	

First Electric Cooperative	2,130
Hope Water & Light	155
Mississippi County Electric Cooperative	50
North Little Rock Electric	6,750
Oklahoma Gas & Electric	15,000
Ozarks Electric Cooperative	900
Southwest Arkansas Electric Cooperative	740
Southwestern Electric Power Company (UAF Main Account)	24,250
Southwestern Electric Power Company (Other Accounts)	64,150
Woodruff Electric Cooperative	100

Respondents are responsible for all work and materials required to implement each solar project and successfully interconnect the project to each Electric Utility's power grid. It is anticipated that each solar project proposed as part of the overall program will include PV Modules, Racking, Inverters, Transformers, DAS, and Balance of System (BOS) components. In performing the work, respondents shall comply with the requirements specified herein, all laws, applicable codes, and applicable permits.

Where applicable, respondents will be responsible for submitting projects for approval to the Arkansas Public Service Commission and municipal regulatory authorities and coordinating all aspects of the approval process until the project is approved. UA has collected aggregated utility data and identified meters that UA expects to assign to net-metering. UA also expects to retain at its expense an expert witness to address certain regulatory issues, including cost-benefit analysis, before the Public Service Commission.

It is the understanding of UA that 20 MW AC is the maximum project size allowable under Arkansas law. UA anticipates multiple projects interconnecting to the Southwestern Electric Power Company's electric grid will be required to fully maximize UA's solar potential.

Each project shall be designed to:

- Provide safe, reliable, long-term power
- Achieve at least 30-year useful life
- Minimize system downtime
- Minimize adverse local community impacts
- Minimize the impact of fire, flooding, or other natural hazards

# 2.2 Codes and Standards

Without limiting the other requirements applicable thereto, respondent shall design, procure, construct, commission, and test each solar project, including all equipment, materials, components, and auxiliary facilities and systems, in accordance with the most recently established codes and standards. In the event of a conflict between the requirements of different codes and standards (or other Laws) applicable to each project, the most stringent requirement shall govern and control. In the event a code or standard (or other Law) applicable to each project (including any code or standard (or other Law) expressly referenced in this RFP) is superseded by another code or standard (or other Law), the more stringent standard or code (or other Law) shall apply and be complied with.

Respondent shall perform the Work and otherwise cause the Project to comply with the applicable standards set forth in Table 2-2 below.

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NFPA National Fire Protection Association   OSHA Occupational Health & Safety Administration	NERC	North America Electric Reliability Corporation	
OSHA Occupational Health & Safety Administration	NESC	National Electrical Safety Code	
	NFPA	National Fire Protection Association	
UL Underwriters Laboratories	OSHA	Occupational Health & Safety Administration	
	UL	Underwriters Laboratories	

Table 2-2. Applicable Standards

# 2.3 Minimum Equipment Requirements

The PV modules, inverters, transformers, and BOS components incorporated into each solar project shall have a proven track-record in terms of technology performance, durability, and quality. The PV modules supplied for each project must be certified to UL 1703, IEC 61215, and IEC 61730 by a nationally recognized testing laboratory (NRTL). PV modules shall have a prorated production warranty of at least 25 years. The inverters supplied for each project must be UL 1741 SA compliant.

Although not required, UA favors the following: any installation greater than 1 MW in size, whether off site, behind the utility meter, or part of a larger installation, should be capable of providing to the UA 15 minute kWh interval data in near real time via the internet. The instrumentation does not have to be of revenue grade quality, but will be used primarily for general production monitoring, and public informational displays to promote the project objectives and results.

## 2.4 Site Selection

A list of properties owned by UA available to be leased by the respondent for the development of solar projects is shown in Appendix III. Respondents are not required to use these sites and may proposed alternative sites for the approval by UA. UA does not own any suitable land for solar development in the SWEPCO or OG&E electric utilities service areas. Respondents will be responsible for procuring suitable sites for the solar projects in these territories.

# 2.5 Program Management & Milestones

Respondents must provide a Program Execution Plan (PEP) which, at a minimum, shall include:

- Site Due Diligence Plan
- Health, Safety, and Environmental Plan

- Quality Assurance/Quality Control Plan
- Engineering, Procurement, Construction Plan including a list of major subcontractors
- Document Control Plan
- Project Risk Matrix with remedies
- Utility Interconnection Plan
- Public Service Commission Plan (if applicable)
- Executive Project Schedule listing major activities and milestones
- Detailed Project Schedule listing all activities, critical sequences, milestones, UA decision points

Projects shall be tracked individually as it is anticipated that the smaller projects will become operational much faster than the large projects.

A Program Schedule for the entire solar program is set in Table 2-5 below.

Table 2-5. Program Milestones		
Milestone	Date	
Notice of Award	11/23/2022	
Investment Grade Audit	12/12/22	
Site Due Diligence Complete for All Sites	2/31/2023	
Site Financial Closing (As Applicable per Site)	5/31/2023	
Notice to Proceed Issued For All Projects	6/1/2023	
Mechanical Completion For All Projects	8/1/2024	
Performance Testing Completed	9/1/2024	
Substantial Completion	10/1/2024	
Commercial Operations Achieved for All Projects	10/31/2024	

## 3. COSTS / PRICING

Respondents must provide pricing as listed on the Official Proposal Price Sheet provided within this RFP document (see Appendix I). If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, respondents must list those assumptions accordingly on a separate spreadsheet and show detailed pricing.

Respondents shall propose an "all-in" solar services charge in units of \$/kWh. The maximum allowable term for the Solar Services Agreement (SSA) shall be 25 years. Respondents shall only escalate the SSA charge at 0%, 1%, or 2% annually. Respondents may propose an SSA charge at each escalation rate.

Pricing information must also describe exceptions and conditions attached to the proposed prices and, for any anticipated price changes over the term of the anticipated contract, the factors and formulae to be utilized in calculating the price change.

Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. Pricing must be valid for ninety (90) days following the proposal due date and time. UA will not be obligated to pay any costs not identified on the Official Price Sheet. Respondents must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the proposal.

## 4. **PERFORMANCE INCENTIVE**

Projects that achieve commercial operations prior to 10/31/2024 will be compensated at UA's performance incentive rate rather than the Respondent's SSA rate. The performance incentive rate will begin at the date commercial operations is achieved and end on 10/31/2024. The performance incentive rate by utility is listed in Table 4-1 below.

#### Table 4-1: Performance Incentive Rate by Electric Utility

Electric Utility	Performance Incentive Rate (\$/kWh)
Arkansas Valley Electric Cooperative	\$0.085
C & L Electric Cooperative	\$0.095
Entergy Arkansas	\$0.058
Farmers Electric Cooperative	\$0.060
First Electric Cooperative	\$0.050
Hope Water & Light	\$0.070
Mississippi County Electric Cooperative	\$0.080
North Little Rock Electric	\$0.053
Oklahoma Gas & Electric	\$0.050
Ozarks Electric Cooperative	\$0.090
Southwest Arkansas Electric Cooperative	\$0.052
Southwestern Electric Power Company	\$0.058
Woodruff Electric Cooperative	\$0.095

# 4. **RESPONDENT REFERENCES**

Respondents must provide a minimum of three (3) references, preferably in higher education or state or local government (including the organization's name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States and currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. UA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. See Appendix II for format.

## 5. RESPONDENT'S RESPONSIBILITY TO READ RFP

It is the respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a contract.

# 6. PROJECTED TIMETABLE OF ACTIVITIES

The schedule will apply to this RFP, but may change in accordance with the UA's needs.

Table 6-1. Projected Procurement Timetable	
Event	Date
RFP issued	9/12/22
Pre-proposal meeting at University of Arkansas System Office or via Zoom – 10:00	9/28/22
a.m.	
Questions due	9/30/22
Answers posted	10/7/22
Proposals due	11/7/22
Interviews beginning	11/14/22

# 7. GENERAL INFORMATION FOR RESPONDENTS

# 7.1 Questions

The contacts listed on page 1 of this document are the sole points of contact during this process. Only written communication and respondent interviews are considered throughout this process.

**Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent via email to the following UA Official: Chris Thomason, Vice President for Planning and Development, University of Arkansas System, <u>CThomason@uasys.edu</u>, with a copy to Jeremiah Herman, <u>Jeremiah.Herman@adeq.state.ar.us</u>.

Questions received via email will be directly addressed via email, and compilation of all questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be provided directly to all respondents through their designated representatives. During the time between the proposal opening and contract award(s), with the exception of respondent's questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not respondent. Specifically, a UA or AEO official will initiate all contact.

It is each respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a contract.

## 7.2 Reservation

This RFP does not commit UA to award a contract, to pay costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. UA reserves the right to accept or reject (in its entirety) any proposal received as a result of this RFP if it is in the best interest of UA to do so. In responding to this RFP, respondents must recognize that UA may make an award to a primary respondent; however, UA reserves the right to purchase like and similar services from other entities as necessary to meet its requirements.

## 7.3 Qualifications of Respondent

Only companies pre-qualified under the Act are eligible to submit proposals. UA may make such investigations as it deems necessary to determine the ability of respondents to meet all requirements as stated within this RFP, and each respondent shall furnish to UA all such information and data for this purpose that UA may request. UA reserves the right to reject any proposal if the information submitted by, or investigations of, such respondent fails to satisfy UA that such respondent is properly qualified to carry out the obligations of the proposed contract.

# 7.4 **Proprietary Information**

Proprietary information submitted in response to this proposal will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to proposal opening as defined by the Arkansas Freedom of Information Act. <u>Respondents are hereby cautioned that any part of a proposal that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the proposal, and can only be protected to the extent permitted by Arkansas law.</u>

<u>Note of Caution</u>: Respondents should not attempt to mark an entire proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. Costs and pricing terms are not considered proprietary.

# 7.5 Disclosure

# A. Contract and Grant Disclosure

Specific disclosures are a condition of the resulting Contract and UA cannot enter into any contract for which such disclosures are not made. For example, Arkansas Executive Order 98-04 requires all potential contractors to disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to respondent's business, respondent must state so in writing.

Additional certifications that may be required may be viewed at <u>https://www.transform.ar.gov/procurement/vendors/forms-and-reporting/</u>

## **B.** Respondent Conflict of Interest Form

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, respondent should complete the *Bidder Conflict of Interest Form* and submit with the proposal. It is the responsibility of respondent desiring to be considered for a proposal award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UA regarding any questions of conflict of interest shall be final.

## 7.6 Proposal Modification

Proposals submitted prior to the proposal due date may be modified or withdrawn, but only by written notice to UA received on or before the proposal due date. Such notice must be received by the UA Purchasing Official prior to the time designated for opening of the proposal. Respondent may change or withdraw the proposal at any time prior to proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal that are addressed in the same manner as the proposal and that are received prior to the scheduled proposal opening time will be accepted. The proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope or other communication that is clearly marked with the RFP number and "Modification of Proposal." No modifications of the proposal will be accepted at any time after the proposal due date and time.

## 7.7 Joint Proposals and Multiple Awards

Single and joint respondent proposals and multiple proposals by respondents are acceptable. However, if a proposal is submitted jointly, the proposal will designate one respondent as the prime contractor responsible for the contract and to serve as the sole point of contact with regard to the award under this RFP.

The ideal proposal will include net-metering facilities in the service areas of each electric utility identified in Table 2-1. However, UA reserves the right to issue multiple awards covering fewer than all service areas when the UA judges such to be in its best interest.

## 7.8 Period of Firm Proposal

Prices for the proposed services must be kept firm for at least one ninety (90) days after the Proposal Due Date specified on the cover sheet of this RFP. Firm proposals for periods of less than this number of days may be considered non-responsive. The respondent may specify a longer period of firm price than indicated here. If no period is indicated by the respondent in the proposal, the price will be firm for ninety (90) days or until written notice to the contrary is received from the respondent, whichever is longer.

## 7.9 Errors and Omissions

Should the respondent suspect any error, omission, or discrepancy in the specifications or instructions, the respondent shall immediately notify the UA Purchasing Official, in writing, and UA shall issue written instructions to be followed. The respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

## 7.10 Award Responsibility

A UA Official will be responsible for the award and administration of any resulting contract(s). UA reserves the right to reject any or all proposals, or any portion thereof, to re-advertise if deemed necessary, and to investigate any

or all proposals and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the respondent(s).

Contract(s), if any, will be awarded to the respondent(s) whose proposal adheres to the conditions set forth in the RFP and, in the sole judgment of UA, best meets the overall goals and financial objectives of UA. Any contract issued will not be assignable without prior written consent of both parties.

#### 7.11 Confidentiality and Publicity

From the date of issuance of the RFP until the opening date, the respondent, nor any person acting on behalf of or representing the interests of the respondent, is permitted to provide its proposal to or discuss this RFP or its proposal, or any part thereof, with any trustee, official, employee or agent of UA except the contact identified in this RFP. Each respondent is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UA.

News release(s) by a respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the designated UA official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's proposal.

Employees of respondents may have access to records and information about UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA holds rights. Respondents shall keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UA.

#### 7.12 Respondent Presentations

UA reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if the UA chooses to engage such opportunity.

#### 7.13 **RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UA and that interpretation shall be final.

#### 7.14 Time is of the Essence

Time is of the essence in all respects concerning this RFP and in any resulting contract and performance thereof.

## 7.15 Formation of the Contract

At its option, UA may take either one of the following actions in order to create a contract between the UA and the selected respondent:

**A.** Accept a proposal as written by issuing a written notice to the selected respondent(s), which refers to the RFP and accept the proposal as submitted.

**B.** Enter negotiations with one or more respondents in an effort to reach a mutually satisfactory written agreement.

Because UA may use alternative (A) above, each respondent shall accept the contents of this RFP, which will be incorporated into any final Contract documents and will include standard UA terms and conditions.

If the respondent submits standard terms and conditions with the proposal, and if any section of those terms is in conflict with the laws of the State of Arkansas or with the terms or conditions stated in this RFP, the State laws and RFP terms shall govern.

Unless agreed otherwise by the Arkansas Energy Office, the form of any contract shall include a suitably modified version of the Arkansas Energy Performance Contracting Program Energy Performance Contract, which may be reviewed at <a href="https://www.adeq.state.ar.us/energy/initiatives/performance.aspx">https://www.adeq.state.ar.us/energy/initiatives/performance.aspx</a>.

## 7.16 Investment Grade Audit

Following the notice of award each successful respondent will enter into an "Investment Grade Audit Contract" on a form prescribed by the AEO, and will be required to produce an Investment Grade Audit to identify the amount of savings to be guaranteed and the methodologies for calculating savings and for measurement and verification. UA has collected utility cost data that will be made available to each successful respondent to expedite production of the Investment Grade Audit.

## 7.17 Best And Final Offer

UA reserves the right to request after the deadline for submission of proposals a "Best and Final Offer" from respondents it determines to be responsible and reasonably susceptible of being awarded a contract. In general, a "Best and Final Offer" will consist of an updated proposal with lower pricing or additional benefits, or both. If the UA chooses to invoke a "Best and Final Offer" option, all responses will be re-evaluated by incorporating the information as requested in the official "Best and Final Offer" document. The specific format for the official "Best and Final Offer" document. The official request for a "Best and Final Offer" will be determined during evaluation discussions. The official request for a "Best and Final Offer" will be issued by a UA official.

## 8. INSTRUCTION TO RESPONDENTS

**8.1** Respondents must address each section of the RFP. Respondents can insert proposals into the document provided, or create their own proposal document making sure to remain consistent with the numbering and chronological order as listed in this RFP. Respondents proposals must "acknowledge" each section of this RFP.

In the event that a detailed proposal is not necessary, the respondent shall state ACKNOWLEDGED as the response to indicate that the respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent's required proposal should contain sufficient information and detail for UA to further evaluate the merit of the respondent's proposal. Failure to respond in this format may result in proposal disqualification.

- **8.2** Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.
- **8.3** Proposals will be publicly opened at the University System Office, at the date and time as listed on the coversheet of this RFP (proposal due date). All proposals must be submitted in a sealed envelope labelled "UA System Solar Services Proposal" clearly visible on the <u>OUTSIDE</u> of the envelope/package. No responsibility will be attached to any person for the premature opening of a proposal not properly identified.

**Respondents must submit one (1) signed original, and two (2) soft copies of their proposal (i.e. CD-ROM or USB Flash drive)** labeled with the respondent's name and the Proposal Number, readable by UA, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. Proposals must be received at the following location prior to the time and date specified in this RFP:

University of Arkansas System 2404 North University Avenue Little Rock, AR 72207

## Attn: Chris Thomason

**<u>NOTE</u>**: No award will be made at proposal opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.

# Additional Redacted Copy REQUIRED

It is the responsibility of each respondent to identify all proprietary information included in its proposal. Each respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the proposal to be considered. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act ("FOIA") without further notice to the respondent after a notice of intent to award is formally announced. If during a subsequent review process UA determines that specific information redacted by the respondent is subject to disclosure under the FOIA, the respondent will be contacted prior to release of the information.

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. Include the RFP name on the outside of each package and/or correspondence related to this RFP. No call-in, emailed, or faxed proposals will be accepted. Each respondent remains solely responsible for insuring that its proposal is received at the time, date, and location specified. UA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. All proposals received after the specified time will be returned unopened.

- **8.4** For a proposal to be considered, an official authorized to bind the respondent to a contract must sign. Failure to sign the proposal as required will eliminate it from consideration.
- **8.5** UA reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of UA to do so. Proposals may be rejected for one or more reasons not limited to the following:
  - A. Failure of the respondent to submit the proposal(s) and proposal copies as required in this RFP on or before the deadline established by UA.
  - B. Failure of the respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the proposal.
  - C. Failure to supply respondent references.
  - D. Failure to sign an official proposal document.
  - E. Failure to complete the Official Price Sheet.
  - F. Any wording by the respondent in their proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a proposal requirement in this RFP.

If the respondent submits standard terms and conditions with the proposal, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the respondent's proposals and Arkansas State law.

**8.6** Respondents should note the following regarding the State's contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of respondent's proposal:

A. The State of Arkansas may not contract with another party to perform any of the following:

- 1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
- 2. Indemnify or defend that party for liability or damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
- 3. Pay damages, legal expenses, attorneys' fees or other costs or expenses of any party.
- 4. Conduct litigation in a place other than the State of Arkansas.
- 5. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
- 6. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.
- 7. Submit to the jurisdiction of any court.

B. A party wishing to contract with UA should:

- 1. Remove any language from its contract which grants to it any remedies other than:
  - The right to possession.
  - The right to accrued payment.
  - The right to expenses of de-installation.
- 2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
- 3. Include in its contract that the UA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.
- 4. Include in its contract all other terms and conditions required by this RFP.

# 9. SPECIFICATIONS / GOALS AND DELIVERABLES

Each proposal should contain the following information at a minimum:

- 1. An overview of the firm's history in the higher education and or government markets.
- 2. Description of the organization of the firm and the range of services it provides, its underlying philosophy or mission statement, and any organizational aspects that uniquely qualify the firm for this assignment.
- 3. List of any membership or affiliation with higher education associations.
- 4. Response to the following: "Within the last five years, has your organization or an officer or principal been involved in any business litigation or other legal proceedings relating to your business activities?" If so, provide an explanation and indicate the current status or disposition.
- 5. List of personnel who would be assigned to work with University, including name, title, and resume. In addition, please provide e-mail and telephone/fax number of the principal contact.

Each proposal should demonstrate abilities and experience supporting the goals and work activities identified in the Description and Overview of RFP and Scope of Work sections of this document but particularly including:

# 10. REQUIRED RESPONDENT OVERVIEW

Each respondent shall provide a general overview of its business including the following information:

- Founding date
- Description of core activities
- Major company and distributor locations
- Total number of clients
- Total number of clients in higher education
- Current financial status and revenues Overview only
- A discussion of respondent's capacity to access funding for projects of the size presented in this RFP

# 11. EVALUATION AND SELECTION PROCESS

It is the intent of the UA to award a contract to the respondent(s) deemed to be the most qualified and responsible firm(s), that submits the best overall proposal based on an evaluation of all proposal responses and that is in the best interests of UA. Selection shall be based primarily on UA assessment of the factors set forth in this RFP. UA reserves the right to reject any or all proposals or any part thereof, to waive informalities, and to accept the proposal or proposals deemed most favorable to UA.

If the proposal of the respondent judged by UA to be most qualified and responsible does not include within its scope all of the UA eligible electricity for the areas listed in Table 2-1, one or more additional contracts may be awarded as necessary to cover some or all of the remaining service areas. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UA, UA may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of ninety (90) days after the due date and time for submission of proposals. The AEO will provide UA with technical assistance but can not and will not participate as a member of the selection team.

Each proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

# A. Complete/Thorough Proposal (10 Points)

Respondent with the highest rating shall receive 10 points. Points shall be assigned based on factors within this category to include, but not limited to:

- Understanding of the environment, goals and services to be provided.
- Adherence to University Requirements.
- The respondent's compliance with all requirements of the RFP specifications.
- Detailed proof of all requested qualifications and specified services.
- Respondent Presentations, proposal organization, ease of review and analysis.

## **B.** Respondent Qualification (20 Points)

Respondent with the highest rating shall receive 20 points. Points shall be assigned based on factors within this category to include, but not limited to:

- Profile of organization (Respondent Overview)
- Number of years in business
- Description of similar engagements within higher education
- Higher education references
- Industry references
- UA past experience, if any, with respondent
- Financial capacity for prompt and simultaneous development and operation of multiple net-metering facilities of up to 20 MW capacity each.
- Total solar net metering capacity installed in the last five years.
- Total net metering capacity installed in Arkansas in the last five years.
- Number of utility jurisdictions or service areas in which respondent's solar net-metering facilities are in operation.
- Number of utility jurisdictions or service areas in Arkansas in which respondent's solar net-metering facilities are in operation.

## C. Technical Proposal (30 Points)

Respondent with the highest rating shall receive 30 points. Points shall be assigned based on factors within his category to include, but not limited to:

- Demonstrated ability to meet the specifications described in this RFP.
- Demonstrated ability to meet the program milestones described in this RFP.

- Measurement and verification methodology.
- Aggregate capacity, in kWh, of respondent's proposed solar net-metering facilities.

# D. Cost (40 Points)

Respondent with the highest rating shall receive 40 points.

- The proposal with the greatest savings to the UA (inclusive of the costs of measurement and verification and solar services rate acceleration), will receive the maximum points possible for this section.
- Remaining proposals will receive cost points in accordance with the following formula:

(a/b)(c) = d

a = lowest cost proposal in dollars

- b = second (third, fourth, etc.) lowest cost proposal
- c = maximum points for Cost category (35)
- d = number of points allocated to proposal

Failure of a respondent to provide in its proposal any information requested in this RFP may result in disqualification of the proposal.

# **12. REQUIRED CONTRACT TERMS**

The following, in substantially the form set forth, are required terms for any contract issued pursuant to this RFP:

PSC OPT OUT. The Scope of Work requires review and approval from the Arkansas Public Service Commission (PSC). Construction of any on-site array will not commence until PSC approval of the net-metering facility. If as a result of such PSC review, approval, and/or denial rendered prior to commencement of construction of the Project there is any direct and material change in energy cost savings to be realized by UA or if the PSC fails to permit the project and UA to remain for at least 20 years under the net-metering rate structure in effect at the time the interconnection agreement is signed, the parties will negotiate in good faith a commercially reasonable adjustment to the Scope of Work (including pricing) impacted by such material change, and in the event the parties are unable to agree upon a reasonable adjustment within thirty (30) calendar days after such written notice in accordance with this paragraph, either party may unilaterally terminate the Contract and the parties shall be relieved of their respective rights and obligations under the contract.

PROJECT DEVELOPMENT. ESCO shall act as developer and managing member of any entity to which the SSA is assigned. ESCO may assign its position as developer and managing member upon written consent of Buyer, which shall not be unreasonably withheld. In addition, notwithstanding any assignment of the SSA, during the term of this agreement ESCO shall remain fully responsible for operation and maintenance of the Project. ESCO shall not assign its operation or maintenance duties except upon the written consent of Buyer, which shall not be unreasonably withheld.

REGULATORY APPROVAL. With the assistance of Buyer, ESCO shall, at its sole expense, prepare each preliminary interconnection site review request and shall prepare and submit all required interconnection agreements and related site studies. ESCO shall further, at its sole expense, submit to the PSC or the applicable municipal authority all applications required to obtain PSC approval of the net-metering facility or facilities. In addition, ESCO shall at its own expense reasonably cooperate with Buyer in the prosecution of application(s) for PSC or municipal authority approval of net-metering facilities that are the subject of this Agreement.

CHANGE IN LAW PROVISION. Any contract provision providing for amendments or rate changes based on changes in applicable law, rate schedule or tariff shall include an option for UA to terminate the contract if the parties are unable to agree to mutually satisfactory amendments.

LIENS. ESCO shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to real or personal property of UA.

REMOVAL/DECOMMISSIONING. For a project physically located on UA property, upon the expiration or earlier termination of the contract (provided UA does not exercise a purchase option), ESCO shall, at its expense, remove all of its tangible property comprising the System from UA property on a mutually convenient date, but in no event later than 180 days after the expiration of the contract term. Excluding ordinary wear and tear, UA property shall be returned to its original condition.

ESCO EMPLOYEES AND AGENTS. ESCO shall be responsible for the acts of its employees and agents while performing on any campus services pursuant to the terms of any contract. ESCO's employees shall conduct themselves in a professional manner and while on campus shall comply with policies of the campus and of the Board of Trustees and shall not use UA's facilities for any activity or operation other than the operation and performance of services as herein stated. UA reserves the right to deny access to any individual. ESCO shall require standard criminal background checks on all ESCO employees and employees of ESCO subcontractors in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UA campus or reported to UA for review and approval in advance of the performance of any on-campus duties.

DISPUTES. ESCO and UA agree that they will attempt to resolve any disputes in good faith. ESCO and UA agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any contract. ESCO acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

GOVERNING LAW This contract and all performance thereunder, transactions and subsequent amendments thereto between ESCO and UA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UA or its trustees, officials, employees and representatives. In no event shall UA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to ESCO for special, indirect, punitive, or consequential damages, attorneys' fees or costs or any damages constituting lost profits or lost business opportunities.

NON-APPROPRIATION CLAUSE. If funds are not appropriated or otherwise not lawfully available to continue payment or performance under this contract, or any activities related herewith, UA will not be obligated to pay any further charges for services, beyond the end of the then current period. ESCO will be notified of such non-appropriation at the earliest possible time.

TRADEMARKS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. ESCO acknowledges and agrees that UA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UA that are adopted and used or approved for use by UA (collectively the "Indicia") and that each of the Indicia is valid. ESCO shall not have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UA.

PERMITS/LICENSES AND COMPLIANCE. ESCO covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this contract, and shall post or display in a prominent place such permits and/or notices as required by law. ESCO is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA

requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of ESCO's employees or subcontractor (if any) working on the project; further, upon request, ESCO shall provide copies of all such permits or licenses to UA.

PROHIBITION AGAINST BOYCOTTING ISRAEL. In accordance with Ark. Code Ann. § 25-1-503, ESCO hereby certifies to UA that it: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel.

CAMPUS RESTRICTIONS. ESCO shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on any campus of UA. ESCO further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto any campus of UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws. ESCO shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter any campus of UA. ESCO agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter any campus of UA. ESCO agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on any UA campus. ESCO will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

BACKGROUND CHECKS. ESCO shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services on any UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for ESCO on any UA campus until a satisfactory background check has been completed for each individual and copies furnished to UA.

INDEMNIFICATION AND INSURANCE. ESCO shall indemnify, defend, and hold harmless UA, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by ESCO or ESCO's members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this contract or any document delivered by ESCO in connection with the products and services contemplated by this contract; (b) any damage to property or bodily injury, including, but not limited to illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by ESCO or uses of the UA campus by ESCO, its officers, employees, agents, volunteers, customers, subcontractors or guests under this contract, or any other activities conducted on any UA campus (whether such activity is authorized or unauthorized by UA); and (c) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees.

ESCO shall purchase and maintain at its expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UA:

Workers Compensation: As required by the State of Arkansas. Additionally, ESCP shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease, and \$100,000 disease each employee.

Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.

Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence, and shall cover any vehicle being used in the management, operation, or delivery deriving from ESCO's operations on any UA campus.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that the policy may not be canceled except upon thirty (30) days prior written notice to UA.

ESCO shall furnish UA with a certificate(s) of insurance evidencing coverage required herein. Failure to file certificates, or acceptance by UA of certificates which do not indicate the specific required coverages, shall in no way relieve ESCO from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of ESCO concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UA, its trustees, officials, employees, agents, or volunteers.

# **APPENDIX I: OFFICIAL PRICE SHEET**

**PROPOSAL NAME:** 

**PROPOSAL NUMBER:** 

**PROPOSAL DUE DATE:** 

RESPONDENT INFORMATION CONTACT:

PHONE/EMAIL:\_\_\_\_\_

**Reference Section 3-Costs / Pricing** for further instruction, and the corresponding Proposal Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for ninety (90) days following the proposal due date and time.** 

UA will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the proposal.

**NOTE:** <u>Proposals must be submitted on this official proposal form to be considered. respondents must use this Official</u> <u>Proposal Price Sheet when submitting proposals in response to this RFP</u>. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this proposal document. Pricing must include shipping and handling charges.<sup>1</sup>

Item	*Description	Solar Services Contract Term (years)	Annual Escalation	Solar Services Charge (\$/kWh)
1.	Solar Services Charge – Option 1		0%	\$
2.	Solar Services Charge – Option 2		1%	\$
3.	Solar Services Charge – Option 3		2%	\$
4.	Measurement and verification (annual charge if not included in Solar Services Charge)			\$

<sup>&</sup>lt;sup>1</sup> This Price Sheet does not substitute for the AEO's AEPC Cost and Pricing Tool.

## **APPENDIX II: RESPONDENT INFORMATION / REFERENCES**

Respondent must provide the following information as part of this proposal:

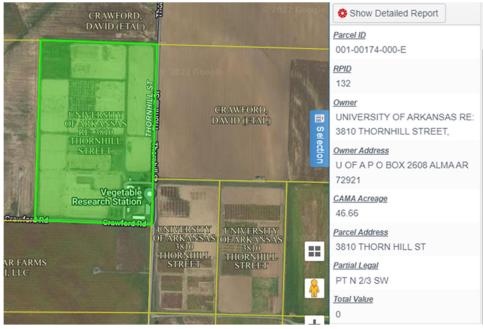
- 1. Respondent Representative Contact Name Telephone Email Address Address
- 2. References of your current customer(s) as specified in this RFP document:
  - a. Company/Organization Name: Contact Name Telephone Email Address Address
  - b. Company/Organization Name: Contact Name Telephone Email Address Address
  - c. Company/Organization Name: Contact Name Telephone Email Address Address

# APPENDIX III: UA LAND AVAILABLE FOR SOLAR DEVELOPMENT

UA owns land throughout the state and has identified the following sites for evaluation by the Respondents. Two of the sites are located in municipal utility markets and must be used for solar development. All other sites are optional, and respondents may submit alternates. The GPS Coordinates listed below, and parcel pictures are for reference only. The accuracy of the information has not been verified and Respondents will be responsible for all their own land diligence with the full cooperation of UA. Final placement of solar arrays on the sites will need to be coordinated with the contacts listed below for each site.

Site #1 – UA Division of Agriculture Electric Utility: Arkansas Valley Electric Cooperative Site Location: Alma, AR GPS Coordinates: 35.378650, -94.233317 Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu -479-236-1926





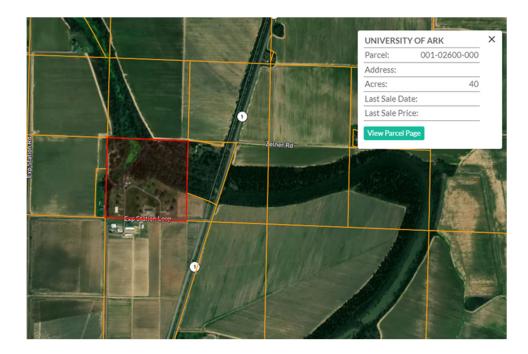
Site #2 – UA Division of Agriculture Electric Utility: C&L Electric Cooperative Corporation

Site Location: Rohwer, AR

GPS Coordinates: 33.810020, -91.270130

Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu - 479-236-1926

Site Notes:



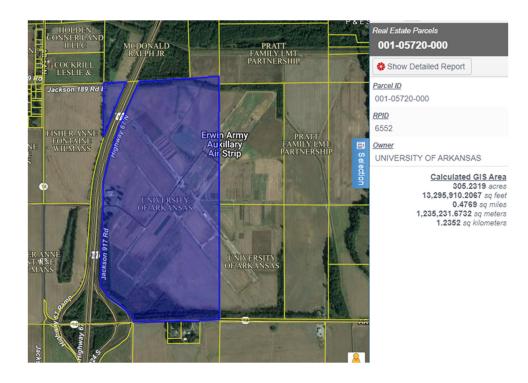
Site #3 – UA Division of Agriculture Electric Utility: Entergy Arkansas Site Location: Clarkdale, AR GPS Coordinates: 35.333842, -90.245383 Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu -479-236-1926

Site Notes:



Site #4 – UA Division of Agriculture Electric Utility: Farmers Electric Cooperative Corporation Site Location: Newport, AR GPS Coordinates: 35.578614, -91.260093 Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu -

## Site Notes:

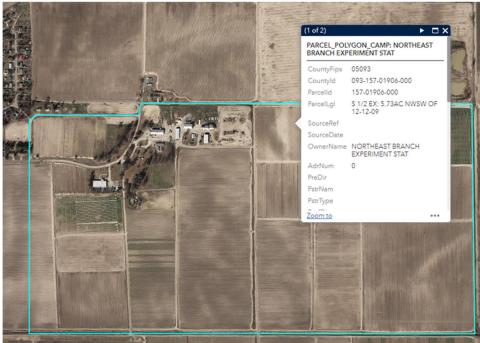


Site #5 U of A - Phillips Community College (PCCUA) Electric Utility: First Electric Cooperative Site Location: DeWitt, AR GPS Coordinates: 34.271356, -91.347681 Site Contact Information: Stan Sullivant, Vice Chancellor - <u>ssullivant@pccua.edu</u> - 870-338-6474 Site Notes:



Site #6 – UA Division of Agriculture Electric Utility: Mississippi County Electric Cooperative Site Location: Keiser, AR GPS Coordinates: 35.674741, -90.086603 Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu -479-236-1926

Site Notes:



Site #7 – Pulaski Technical College

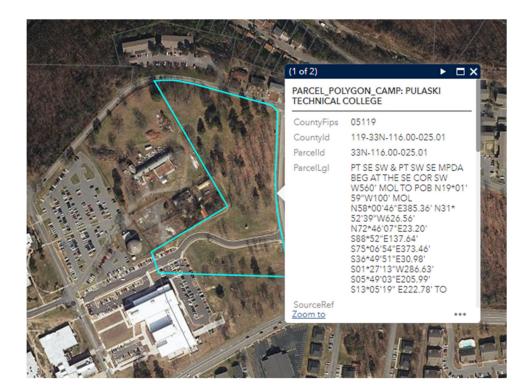
**Electric Utility: North Little Rock Electric** 

Site Location: North Little Rock, AR

GPS Coordinates: 34.784058, -92.297345

Site Contact Information: Bryan Rusher – <u>brusher@uaptc.edu</u> - 501-812-2850

Site Notes: Multiple arrays are anticipated to comply with North Little Rock Electric's net-metering policy. Roofs and parking lots are available for solar development.

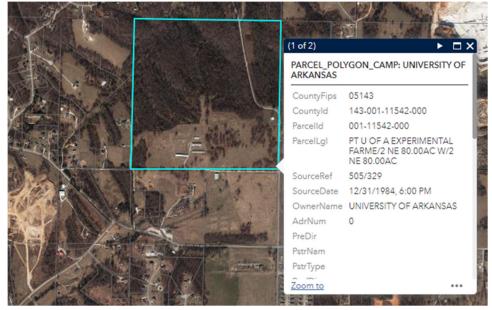


Site #8 – UA Division of Agriculture Electric Utility: Ozarks Electric Cooperative

Site Location: Fayetteville, AR

GPS Coordinates: 36.079691, -94.289490

Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu - 479-236-1926



Site #9 UofA - Cossatot Community College Electric Utility: Southwest Arkansas Electric Site Location: DeQueen, AR

# GPS Coordinates: 34.045254, -94.366741

Site Contact Information: Mike Kinkade – <u>mkinkade@cccua.edu</u> – 870-584-6607 Site Notes:



Site #10 – UA Division of Agriculture Electric Utility: Woodruff Electric Cooperative Corporation Site Location: Colt, AR GPS Coordinates: 35.124781, -90.931521 Site Contact Information: Deacue Fields, III, Vice President, Division of Agriculture dfields@uasys.edu-334-332-3300 or Jean-Francois Meullenet - jfmeull@uark.edu -479-236-1926

Site Notes:

