

## Summary

McHenry County College requests proposals from companies to finance, design, install, operate and maintain a **Solar Photovoltaic System** on ground mount location on campus, and to sell the electricity output from said system to the College. The project delivery approach is commonly referred to as a Power Purchase Agreement (PPA). This agreement will be a use agreement to install and operate the photovoltaic array and its support systems on the grounds of McHenry County College. PPA pricing proposals must be included in dollars per kilowatt-hour (\$/kWh) of electricity delivered. Proposers are encouraged to structure terms to deliver the lowest price per kWh for the College, exploring a range of contract terms and pricing approaches. PPA pricing must be inclusive of all development, engineering, construction, operations, maintenance and decommissioning costs associated with the project. No costs will be absorbed by the College other than the purchase price of electricity generated from the system. Proposers are encouraged to submit alternative PPA terms, including varying contract terms, full or partial pre-payment, or multiple escalation rate scenarios. Proposer must clearly label alternative pricing scenarios to enable ready identification of differences from the PPA base case.

Date Issued:	May 24, 2018
Service Requested:	<b>Solar Photovoltaic System &amp; Power Purchase Agreement</b>
RFP Closing Date/Time:	July 25, 2018 – Noon CDT
RFP Opening Date/Time	July 26, 2018 – 8am CDT
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

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Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012, Building A, Room 246 on or before July 25, 2018 at Noon CST.

### **All late proposals will be rejected.**

All proposals must be signed by a duly authorized representative of the firm.

### **All unsigned proposals will be automatically rejected.**

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on MCC's RFP website, [www.mchenry.edu/bid](http://www.mchenry.edu/bid). For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

McHenry County College administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the August 23, 2018 board meeting.

We appreciate your interest in McHenry County College and look forward to your response.



**REQUEST FOR PROPOSAL**

**Solar Photovoltaic System & Power Purchase Agreement**

**RFP #07252018**

**Issue Date: May 24, 2018**

**RFP Response Deadline: July 25, 2018 - Noon CDT**

**Bid Opening: July 26, 2018 – 8:00am**

McHenry County College  
8900 US Highway 14  
Crystal Lake, Illinois 60012-2761  
Telephone: (815) 455-3700

**TABLE OF CONTENTS**

1.0 GENERAL REQUIREMENTS.....4

2.0 BID SUBMISSION .....6

3.0 INSTRUCTION TO BIDDERS .....7

4.0 GENERAL TERMS AND CONDITIONS .....8

5.0 BID SPECIFICATIONS.....11

6.0 ATTACHMENTS .....33

    A.    BID SUBMISSION FORM

    B.    CONTRACTOR CERTIFICATION AGAINST BID RIGGING

    C.    CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW

    D.    EXCEPTIONS TO BID

    E.    W9 FORM

## 1.0 GENERAL REQUIREMENTS

- 1.1 Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit proposals for **Solar Photovoltaic System Power Purchase Agreement**. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications”. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with MCC.

- 1.2 Background:** McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012. Also part of this college is the Shah Center, a corporate training and business development center that was remodeled from a former hotel in 2005 approximately six miles northeast of MCC in the town of McHenry, Illinois. Since 1994, McHenry County College has been a proven leader and active partner in sustainability initiatives in the northern Illinois and Greater Chicagoland area. MCC has adopted a Sustainability Policy and Sustainability Strategic Planning documents to move the college forward in reducing its carbon footprint and providing sustainability leadership in the local community. These initiatives support MCC’s efforts to be a model of resource conservation and sustainability, while aligning with the College’s mission and goal to focus on learning and student success.
- 1.3 Contact Information:** The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Jennifer Jones  
Director of Business Support Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 246  
Crystal Lake, IL 60012  
Email: [jjones@mchenry.edu](mailto:jjones@mchenry.edu)

- 1.4 Contract Terms:** The successful Contractor agrees to execute a formal written contract with McHenry County College subject to any modifications as may be required by MCC. Bids shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of bids and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual.
- 1.5 Inspection of Premises:** Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to MCC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

- 1.6 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFP listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a> <b>Solar Photovoltaic System &amp; Power Purchase Agreement</b>	May 24, 2018
Send email to <a href="mailto:jjones@mchenry.edu">jjones@mchenry.edu</a> or your intent to attend proposal meeting and your intent to submit proposal	June 4, 2018
Non-Mandatory Pre-Proposal Meeting	June 7, 2018 8:00 AM – Bldg A Room 217
Last day for vendors questions via email <a href="mailto:jjones@mchenry.edu">jjones@mchenry.edu</a>	June 11, 2018
Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	June 13, 2018
Bid Due Date	July 25, 2018 - Noon – CDT Bldg A, Room 248 8900 US Hwy 14 Crystal Lake, IL 60014
Bid Opening Date	July 26, 2018 - 8:00 AM Bldg A, Board Room #217
Recommendation to Board of Trustees	August 23, 2018
Notification of Award by	August 28, 2018
Contract Start Date	TBD
Project Manager Contact	Todd Wheeland 815-455-8564

## 2.0 BID SUBMISSION

- 2.1 **Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 **Submission:** The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 **Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 **RFP Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- 2.5 **Addendum:** The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to MCC's website at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). The addendum shall be acknowledged by signature and included in your bid submission.
- 2.6 **Bid Preparation Costs.** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.7 **Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.
- 2.8 **Award of Contract:** MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.

### 3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

**3.1 Bid Format and Content:** In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.

**3.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**3.3 Bidder's Signature.** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

**3.4 Submit Bids To:**

McHenry County College  
Attn: Jennifer Jones  
Director of Business Support Services  
8900 US Highway 14  
Building A, Room 248  
Crystal Lake, IL 60012

**3.5 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late bid. Winning bidder will be listed on our website after the board of trustee's meeting.

**3.6 Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

#### 4.0 GENERAL TERMS AND CONDITIONS

- 4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
- 4.3 Right to Cancel:** MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.4 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
- 4.5 Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.
- 4.6 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
- 4.7 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.
- 4.8 Performance and Payment Bond:** For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.
- 4.9 Department of Employment Security Law:** By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLink.com System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47). **NOTE:** Vendors who are parties to a collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement.
- 4.10 Prevailing Wage Law:** Contractor shall pay prevailing wages, and shall make, keep and file certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*



- 4.11 Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
- 4.12 Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.
- 4.13 Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. McHenry County College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
- 4.14 Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of McHenry County College, including shipping and billing instructions. McHenry County College is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval from the Vice President for Finance, McHenry County College.
- 4.15 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- 4.16 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.
- 4.17 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.
- 4.18 Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 415 ILCS 20/3.1 pertaining to public community colleges.
- 4.19 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.

**4.20 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

## **5.0 BID SCOPE AND SPECIFICATIONS**

The intent of these specifications is to describe McHenry County College's contract requirements for the furnishing and delivering of photovoltaic systems under power purchase and licensing agreements between both parties.

### **5.1 SOLAR PROJECT**

At McHenry County College, a ground mounted solar photovoltaic system is being considered for installation within the space shown in Section 10, Attachment A. The proposer shall design the system to best use the available spaces to meet the requirements of the system.

- It is anticipated that a nominal 499 KW DC (not-to-exceed capacity) ground-mounted PV system shall be configured for interconnection with the ComEd electrical grid.
- The point of connection (POC) shall be determined by the Proposer.
- Upon approval of McHenry County College, the proposed system should fit within the limits shown on the image shown in Appendix A of this document.

### **5.2 GENERAL SCOPE AND SPECIFICATIONS**

- 5.2.1 Scope shall include a "turnkey" system that includes all engineering, design, materials, labor, equipment, electric panels, breakers, services, permits, approvals, taxes, financing, procurement, installation, construction, operation, maintenance, monitoring, billing, and incidentals necessary to install, operate and maintain a complete solar photovoltaic generation system as specified hereinafter, and including, but not limited to, the work included in this RFP. Any and all landscape or infrastructure modifications required for a code compliant installation and to protect the facility's integrity are to be included within the "turnkey" system.
- 5.2.2 The Proposer will be responsible for the delivery of electricity to the College under a long term power purchase agreement.
- 5.2.3 At a minimum, the system shall consist of the supply and installation of a solar photovoltaic generation system, mounting structure, terminal and combiner box(es), quick-connect electrical connectors, conduit, DC wiring, DC disconnect, grid-connected inverter(s), AC disconnect, AC wiring, all metering equipment, a system monitoring and data retrieval system, and all balance of system materials and equipment necessary to interconnect with the institution's electrical distribution system.
- 5.2.4 Each Proposer is responsible for ascertaining relevant site conditions and making their own findings as to site conditions and appropriate system size during the site visits.
- 5.2.5 The selected Proposer shall prepare and submit all of the required incentive paperwork and reporting in support of any potential incentives available from the Federal government and State of Illinois energy programs/initiatives. Unless otherwise noted, all incentives shall be received by the Proposer.
- 5.2.6 All current state and local building, electrical, and all other applicable codes shall apply. The system shall be designed to meet all applicable Local, State, and Federal seismic and wind-load requirements. McHenry County College will review the design documents before authorizing construction documents, and review construction documents and specifications of the project and shall inspect the installation of the system for compliance and code issues.
- 5.2.7 The solar photovoltaic generation system or system installation activities shall not negate or invalidate any associated building or system warranties.

- 5.2.8 Should any existing associated building or system warranties be negated and / or invalidated by the solar photovoltaic generation system and / or the work done to install the photovoltaic generation system, the selected Proposer shall provide a new warranty for the affected system(s) at no cost to the College.
- 5.2.9 The selected Proposer shall ensure that the integrity of any associated building or infrastructure systems will remain intact. Any damages caused by the installation or use of the solar photovoltaic generation system to any McHenry County College buildings or infrastructure shall be repaired or replaced at no cost to the College by the selected Proposer.
- 5.2.10 Stamped and sealed structural design calculations must be provided by an Illinois- licensed professional engineer. Said design calculations shall include load analyses of all system components (modules, racking/frame, supports, posts, etc). A minimum safety factor of 2.0 shall be required.
- 5.2.11 Uplift calculations for the system shall be based upon the latest approved edition of SEAOC PV2 “Wind loads on low profile solar photovoltaic systems”. The use of boundary layer wind tunnel testing to determine uplift resistance requirements shall only be acceptable provided the resultant uplift pressures are not less than 65% of the calculated pressures from SEAOC PV2. Minimum system setbacks from roof edges shall be determined in accordance with SEAOC PV2.
- 5.2.12 The system shall pass hail testing per the latest approved edition of ANSI FM 4473 “Test standard for impact resistance testing of rigid roofing materials by impacting with freezer ice balls”; Class 2, 3 or 4. Similar tests such as UL 1703, UL 2218, ASTM E 1038, and ASTM E 822 could be considered acceptable depending upon the results thereof. A minimum 1-1/2” diameter simulated hailstone is required.
- 5.2.13 Ground fault protective devices specifically designed for a ground-mount PV array system shall be provided in accordance with the 2005 National Electric Code (NEC/NFPA 70); Article 690 – Solar Photovoltaic Systems. Paragraph 690.5 Ground-Fault Protection; Sub-Paragraphs (A) Ground-Fault Detection and Interruption, (B) Isolating Faulted Circuits, and (C) Labels and Markings.
- 5.2.14 PV array source circuit (string) wiring shall be custom lengths of RHW-2/Use-2 Cable for wiring solar panels (Modules) with junction box connectors; #10 AWG copper with 7-strands; black, 600V (UL listed) sunlight resistant insulation.
- 5.2.15 DC output circuit wiring and AC feeders shall comprise stranded copper conductors with UL dual-listed THWN-2/THHN insulation. Installed in raceways. All wiring shall be heat, moisture, gasoline and oil resistant. Black insulation for sizes AWG #2 and larger shall additionally be sunlight resistant.
- 5.2.16 Raceway expansion fittings shall be provided to allow for thermal expansion and contraction (due to extreme temperature fluctuations) in accordance with the 2008 or 2011 (latest adopted edition) of the National Electric Code (NEC/NFPA 70); Article 300 – Wiring Methods; Paragraph 300.7 Raceways Exposed To Different Temperatures; Sub-Paragraph (B) Expansion Fittings. Also Article 352 – Rigid Polyvinyl Chloride Conduit: Type PVC; Paragraph 352.44 Expansion Fittings.

### **5.3 SOLAR PHOTOVOLTAIC GENERATION SYSTEM DESIGN**

- 5.3.1 The solar photovoltaic systems will be installed at the ground location identified in Appendix A.
- 5.3.2 The systems shall be interconnected to the McHenry County College electricity distribution system. Proposers should include all equipment required for interconnection in the proposal. Proposer to suggest the most feasible connection option provided they meet all applicable design, metering and connectivity requirements. The project must include all equipment and modifications to the existing campus distribution systems to accommodate the photovoltaic systems.

- 5.3.3 While the distribution system is owned by the institution, the interconnection must comply with all metering and interconnection standards including public utility requirements. The proposed system must include all provisions to provide safe, reliable power that is fully integrated with the campus distribution system.
- 5.3.4 Any necessary upgrades or modifications to the existing main electrical panels or new panels as required for the proper operation of the solar photovoltaic system shall be included.
- 5.3.5 Major electrical components, including the inverter, transformer, and metering shall be installed in weather-protected enclosures.
- 5.3.6 A system monitoring and data retrieval system shall be furnished and installed.
- 5.3.7 Structural engineering analysis and documentation (stamped and signed by a Structural Engineer registered in the State of Illinois) shall be provided certifying that the solar photovoltaic system can support any loads resulting from local applicable seismic and wind-load activity.
- 5.3.8 The project design will be reviewed and approved by McHenry County College Physical Facilities Department and its consultants.

#### **5.4 MATERIALS**

##### 5.4.1 General

- 5.4.1.1 All aspects of construction shall meet the more stringent of Federal, State, and Local building codes.
- 5.4.1.2 Materials shall be designed to withstand year-round conditions to which they are exposed (sunlight, heat, rain, cold, etc.).
- 5.4.1.3 All PV systems structural components shall be designed in a manner commensurate with attaining a minimum 30 year design life.
- 5.4.1.4 All required disconnect and over-current protection devices shall be included in the system and accessible for maintenance.
- 5.4.1.5 All systems shall include all equipment necessary to interconnect with the utility and meet all of the utility's requirements for protection equipment, etc.

##### 5.4.2 Modules

- 5.4.2.1 System must comply with IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules."
- 5.4.2.2 The solar module manufacturer shall provide a warranty on the solar modules for the duration of this agreement rated with at least 80 percent power output guaranteed over 25 years.
- 5.4.2.3 The solar module manufacturer shall confirm that the warranty applies on an "as installed basis," i.e., it will confirm the panels were installed according to its requirements and specifications for installation.

### 5.4.3 Mounts

- 5.4.3.1 Photovoltaic mounts must meet all load and shear requirements specified for the array design, and optimized to minimize materials use and impact on site hydrology (e.g., alternative foundation/footing designs).

### 5.4.4 Electric Power Requirements:

- 5.4.4.1 Power generated by the photovoltaic system must be compatible with the onsite distribution system.
- 5.4.4.3 Systems must be designed and installed using UL or ETL listed components, including mounting systems
- 5.4.4.4 Modules must be certified to UL 1703 – “Flat-Plate Photovoltaic Modules and Panels”
- 5.4.4.5 Inverters must comply with the following requirements:
  - IEEE 929– “Recommended Practice for Utility Interface of Photovoltaic Systems”
  - UL 1741 – “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems” listed on the CEC list of eligible inverters
- 5.4.4.6 All Balance of Systems (wiring, component, conduits, and connections) must be suited for conditions for which they are to be installed. Inverters shall be installed in all-weather enclosures (NEMA 4) suitable for exterior location. An interval data meter must be installed to measure the AC output of the inverter. This meter should be located in close proximity to the billing meter and in a location accessible to College facilities personnel.
- 5.4.4.7 Interconnection must be acceptable to the distribution utility and in compliance of relevant Illinois net metering statute and rules. Proposer will assist the College in preparing and submitting appropriate interconnection agreements with the local utility company the interconnection documents will be signed by McHenry County College. This shall be done at no cost or liability to the College.

### 5.4.5 Structural Requirements

- 5.4.5.1 All structures, including array structures, shall be designed to resist dead load, live load, plus wind and seismic loads to the geographic area.
- 5.4.5.2 Solar photovoltaic systems must be able to withstand wind speeds of at least 95 mph.
- 5.4.5.3 Thermal loads caused by fluctuations of component and ambient temperatures must be combined with all the above load combinations.
- 5.4.5.4 All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30 year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- 5.4.5.5 The structural design should provide for easy and cost effective repair or replacement of system components and supports.

#### 5.4.6 Metering

- 5.4.6.1 Revenue grade Interval Data Recording (IDR) meters shall be provided complete with industry standard telemetry for communication with Ethernet, cellular or other common output capabilities. IDR meters should be tied back into the main campus electrical room where new meter is installed. Meter information should be easily accessible through College data connection.
- 5.4.6.2 Meters must provide minimum 1-minute intervals.
- 5.4.6.3 Meters shall conform to any Illinois net metering statute (220 ILCS 5/16-107.5) and rules (83 Illinois Administrative Code, sections 465.05 et seq.), programs, and all other applicable State and Federal incentive programs.

### 5.5 ENVIRONMENTAL PERMITTING

Proposers are responsible for any required environmental permitting process and should determine whether the project is subject to any Illinois Department of Natural Resources environmental impact assessment/report. Proposers are responsible for any City of Crystal Lake requirements pertaining to the Crystal Lake Watershed, which the College lies within.

### 5.6 PROJECT MANAGEMENT

Proposers are expected to provide a dedicated project manager who will guide the implementation of the project from contract execution through to operation. McHenry County College will expect regular, biweekly meetings and sufficient documentation during the project implementation to verify progress against a schedule and to effectively identify and resolve issues during the implementation process. The Proposer's contractor must maintain qualified on-site project management/supervision whenever work is proceeding on site.

### 5.7 QUALITY ASSURANCE

- 5.7.1 All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available; the component shall be listed by another OSHA recognized Nationally Recognized Testing Laboratory (NRTL).
- 5.7.2 All installations shall meet or exceed Illinois OSHA requirements for safety and equipment access.
- 5.7.3 The design, construction, and finalized installation shall be completed in accordance with the latest applicable version of the National Electrical Code (NEC), International Building Code (IBC), American Society of Civil Engineers (ASCE), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Underwriters Laboratory (UL), Institute of Electrical and Electronics Engineers (IEEE), American Concrete Institute (ACI), Illinois OSHA, all Federal, State, and Local construction and interconnections codes, and all applicable incentive and rebate programs.
- 5.7.4 Licensee shall submit to the college a copy of its quality assurance/quality control (QA/QC) plan for review not later than 45 days after contract execution for review and comment. The system shall be managed in accordance with the program. The QA/QC program shall include, but is not limited to, such procedures and systems as the following:
  - All wire insulation testing—Megger testing or very low frequency testing

- Mechanical system— mounting structures
- Factory testing of inverters and transformers by the manufacturer
- PV source open-circuit measurements—VOC at combiner boxes
- Fuse tests
- Termination pull testing
- All visual inspections
- Grounding continuity testing
- Earth-ground resistivity testing
- PV module inspection and manufacturer documentation of factory test per the manufacturer’s existing program
- Metering and instrumentation calibration testing
- Step-up transformer testing
- Inverter phase rotation and matching with utility if required
- Relay settings at the point of interconnection to institutions if required
- Other Contractor-prescribed procedures

All QA/QC testing procedures onsite shall be witnessed and documented by a qualified representative of Licensee. The College shall observe and witness QA/QC as necessary and at its discretion. A qualified engineer of Licensee or Designee shall date and sign documentation indicating completion and acceptance of each onsite QA/QC test procedure.

**5.8 PROPOSER / INSTALLER CONTRACTOR EXPERIENCE**

The selected Proposer and/or any installer shall be licensed as appropriate to perform all phases of system construction, and shall be approved by the equipment manufacturer to install each component and have no less than five (5) years of experience installing similar systems. Additionally, any subcontractors shall be licensed as appropriate to perform any and all ancillary work that may be required, including but not limited to concrete, trenching, etc.

**5.9 INSTALLATION**

1. The selected Proposer or designee shall meet and confer with McHenry County College staff throughout the installation process (from design through final signoff) to ensure that the installed PV equipment and auxiliaries do not create problems for the operation and maintenance of McHenry County College’s existing infrastructure and buildings. At two points during the selected Proposer’s design process, namely Preliminary Engineering and Detail Engineering, the selected Proposer shall submit design documents to the College with sufficient information to determine if the proposed design is compatible with campus operations. McHenry County College technical approvals will consist of PV equipment placement, interconnections with existing equipment and utilities, interface with existing conditions, verification that selected Proposer will obtain required approvals and inspections and permits, safe conditions and access to existing equipment are maintained, and that the proposal appears practical and feasible. The selected Proposer shall respond to all review comments made by the College. Installation shall not begin until the Detail Engineering documents are accepted by McHenry County College.
2. The selected Proposer shall provide a critical path time schedule of the PV project. The schedule will include no fewer than the following major project phases. (The selected Proposer’s construction activities shall adhere to the Project Schedule set forth in Section I of this RFP.)
  - a. Pre-construction:



- (i) The selected Proposer shall obtain, at its expense, all permits and/or certificates required for installation and operation of the photovoltaic system(s); and
    - (ii) The selected Proposer shall obtain all approvals from McHenry County College and third parties necessary for installation and operation of the PV system;
  - b. Delivery of the PV system;
  - c. Installation of the PV system; and
  - d. Complete PV system testing and commissioning.
3. The selected Proposer will be solely responsible for all work, including but not limited to:
- a. all professional fees, permits costs, and material and labor expenses related to the installation, commissioning, maintenance, operation and decommissioning of the PV system; and
  - b. (ii) all auxiliary equipment required to provide a fully operational system that meets the requirements of this RFP.
4. The Contractor shall provide, for approval by the College, a Measurement and Verification (M&V) Plan showing all associated instrumentation and data collection.

#### 5.9.1 General

- 5.9.1.1 The installation shall meet all safety, electric, building, and labor code requirements at the Federal, State, and Local levels.
- 5.9.1.2 The installation shall be completed per manufacturers' written installation manuals.
- 5.9.1.3 N/A
- 5.9.1.4 All cables, conduit, exposed conductors, and electrical boxes shall be secured and supported according to code requirements.
- 5.9.1.5 All applicable environmental, health and safety regulations shall be met.
- 5.9.1.6 The Contractor shall obtain all required approvals.

#### 5.9.2 System Electrical

- 5.9.2.1 Electrical construction shall meet all Federal, State, and Local electric codes.
- 5.9.2.2 All outdoor panel enclosures shall be weatherproof and capable of surviving intact under the site environmental conditions.
- 5.9.2.3 All electrical/electronic equipment shall have surge and lightning protection. All electrical/electronic equipment and metal surfaces shall be properly grounded as required in the NEC and as required by the equipment manufacturer for protection of personnel and equipment due to fault.
- 5.9.2.4 Other technical codes that will apply include:

- IEC 62446 Grid Connected Photovoltaic Systems- Minimum Requirements for System Documentation, Commissioning Tests, and Inspections
- AMSE PTC 50 (solar PV performance)
- ANSI Z21.83 (solar PV performance and safety)
- NFPA 853 (solar PVs near buildings)
- NEPA 70 (electrical components)
- IEEE 1547 (interconnections)
- National Electrical Safety Code – ANSI C2
- All applicable State Building Codes and requirements

### 5.9.3 Installation Standards

- 5.9.3.1 The selected Proposer shall obtain appropriate certifications from a Professional Engineer for all electrical, structural, seismic, building code, fire code, FM Global, and wind-loading requirements for the specific application and provide them to the College as part of the post-installation package.
- 5.9.3.2 System installation shall conform to manufacturers’ installation manuals and approved project drawings and specifications.
- 5.9.3.3 Mounting hardware shall be compatible with the site considerations and environment.

### 5.9.4 Meters, Monitoring, And Data Acquisition System

- 5.9.4.1 The Proposer shall develop and provide a remote monitoring program that will allow the College to track the performance of the solar photovoltaic generation system in historical and real-time for the life of the equipment.

### 5.9.5 System Start-Up

- 5.9.5.1 All start-up and testing activities shall be witnessed by the College’s Project Manager, and/or other appropriate Designees.
- 5.9.5.2 The selected Proposer shall thoroughly inspect the installation to ensure compliance with all applicable safety regulations and requirements and obtain approval of College staff or Designee, prior to operation.
- 5.9.5.3 Start-up shall be conducted per all manufacturers’ instructions.
- 5.9.5.4 The system shall be started and tested in accordance with any regulations of the local utility and State net metering programs.
- 5.9.5.5 Selected Proposer shall supply the College with all manuals and/or handbooks (in printable electronic format) that provide, either in a single manual or handbook or collectively, complete operating and maintenance instructions for each major piece of equipment and system, and a complete set of as- built drawings of the installation.

- 5.9.6 System Commissioning Selected Proposer shall complete a system commissioning per the Specifications and equipment manufacturer’s written instructions. System commissioning shall meet all requirements of applicable utility and state rebate programs. Selected Proposer shall provide the proposed

commissioning and startup plan for the installation. Selected Proposer shall coordinate with the College to develop an acceptable commissioning plan that includes a checkout and startup procedure.

This work will assure that:

- Systems are activated in a manner that is safe for personnel as well as for the equipment;
- Work is complete and according to the contract documents;
- Systems perform as specified by the contract documents.

As the construction and installation of the systems nears completion, selected Proposer shall prepare punch lists and conduct system walk-downs, sub-system and system checkouts, startups, testing, and turnovers.

The final approved Acceptance Test and Commissioning Procedures shall, at minimum, include:

- Safety plan during startup and commissioning
- Review of all QA/QC testing on the DC and AC sides of inverters
- Detailed procedure for PV System startup, including switching sequencing
- Confirm testing and energizing inverters in conformance with manufacturer's recommended procedures; note operating voltages; and confirm inverter performance
- Under full sun conditions, and after at least 15 minutes of operation, taking and recording PV System operating data—such as but not limited to MWDC, MWAC, VDC, VAC, IDC, IAC, Solar Radiation, etc.
- Testing the system control and monitoring system to verify performance
- Testing the communication system for offsite monitoring
- Testing the installation of metering and protective relaying to verify they meet utility requirements
- Detailed procedure for interface and initialization with the grid
- Documentation of successful startup and commissioning procedure
- Written notification submitted to College confirming completion of Acceptance Testing and Commissioning

Upon successful completion of energizing and startup, the system will be considered operable.

The system will then move to the Interim Operating Period where selected Proposer shall make the installation ready for Capacity Testing.

5.9.7 Final Installation and Commissioning Selected Proposer shall perform the following tasks without limitation prior to final acceptance by the College:

5.9.7.1 Identify punch-list items and provide timeline for completion. Complete items on the punch-list in accordance with the standards described herein, and as quickly as reasonably practical. Coordinate with the College regarding continued site access.

5.9.7.2 Conduct a final clean-up of the site.

5.9.7.3 Remove all construction and installation-related materials and equipment from the site (other than equipment, supplies, and materials necessary or useful to the operation or maintenance of the site, and equipment, supplies, and materials directed by College to remain at the site). Access roads to site will be removed and landscaping replaced with black dirt, grass seed with erosion control blankets. Grounds in and around array which have been disturbed during the construction process will be repaired with black dirt, seed and erosion control blankets. Plantings inside the panel array field will be pollinator type that do not grow higher than the bottom edges of the panels when set and operating. Six feet tall aluminum fencing with two

operable gates to be installed around perimeter of array. Fence and color selections to be made by College staff.

- 5.9.7.4 Dismantle and remove all construction and installation-related temporary structures on the site and restore such areas to a condition consistent with that of a newly constructed solar PV system.
- 5.9.7.5 Remove all waste, rubbish, and hazardous material from and around the site and properly recycle or dispose in accordance with State and Federal waste management regulations and College policy.
- 5.9.7.6 Provide College with copies of all O&M manuals and warranties for the installed systems.
- 5.9.7.7 Provide final as-built documents upon completion.

#### 5.9.8 Interim Operating Period

Following successful completion of the startup and commissioning of the systems, the selected Proposer shall have a maximum 90 day “Interim Operating Period” to resolve any operating issues. Designated College representatives shall receive training regarding the systems during this period. After the successful execution of the Interim Operating Period, the selected Proposer shall perform a capacity test procedure to verify the rated output for the system.

### **5.10 FINAL ACCEPTANCE DATE**

- 5.10.1 The College shall determine when the system is working and acceptable per the specifications, scope, terms and conditions as specified by this RFP document and the resultant agreement.
- 5.10.2 At least 30 days before the expected Final Acceptance Date, selected Proposer shall provide training to designated College representatives. It is expected that training will be provided for Physical Facilities Department staff and other interested College personnel to promote understanding and monitoring of the system, as well as using the system as a student teaching tool. A portion of this training shall specifically include how to properly and safely isolate the PV system from existing and planned institutionally owned and operated equipment and systems.

### **5.11 MAINTENANCE REPAIRS**

- 5.11.1 The selected Proposer shall be responsible for all maintenance and repairs of the system. The College will provide facility access, when needed, as soon as feasible but the selected Proposer should anticipate a minimum 24-hour notice to gain access for interior maintenance/repair work.
- 5.11.2 The selected Proposer shall supply the College with all manuals and/or handbooks (in printable electronic format) that provide, either in a single manual or handbook or collectively, complete system operating and maintenance instructions.

### **5.12 EMERGENCY SHUT-OFF TRAINING**

Selected Proposer will train the McHenry County College’s Physical Facilities staff on how to perform emergency shut-off procedures.

## **6.0 TECHNICAL & NARRATIVE RESPONSE**

## **6.1 TECHNICAL DESCRIPTION**

Provide a technical description of the system. Information to be included in the description:

- Power capacity (DC kW) measured at the inverter(s) input.
- Power capacity (AC kW) measured at the electrical interconnection point.
- Total System efficiency.
- Annual expected minimum output AC kWh production with a description of the estimation methodology used. This must be consistent with values provided in the price proposal.
- Output demand and energy data by month and time of use period. This level of output data is considered optional for Proposers but will be helpful to the College in accurately assessing the value of the system.
- A description of the equipment deployed, including manufacturer, model number, efficiency, and warranty.
- A description of the interconnection with the campus electricity distribution system.
- A description of other balance of system components.
- A description of the mounting and structural support systems for the system.
- Note that the aesthetic character of the mounting structure and overall system installation will be considered. Thus, the proposal should include enough information to assess the solution's aesthetic characteristics, e.g.: photographs, photo simulations, material samples, and architectural elevations. Include all relevant details of the fencing system and/or components to be used to enclose and secure the PV system area.

## **6.2 PROJECT TEAM**

Describe the proposed project team, including:

- Contact information for the lead of the proposal team, responsible for the response submittal. This person will be contacted with questions and communications regarding the RFP response.
- An organizational chart that includes all key project members. Members provided as part of the proposal shall be identified by name and title (and organization if required for clarity). The chart should include all components of the project including contract management, design, equipment sourcing, system integration, installation, financing, metering, and billing.
- A description of the roles and responsibilities for each team member.

## **6.3 PROJECT APPROACH**

Give a detailed description of your approach to project delivery, including an overview of the project implementation process. This overview should describe specific implementation phases or steps that will be conducted to deliver the product.

## **6.4 PROJECT SCHEDULE**

Provide a schedule for the project that includes major work streams and milestones. The format should be a list of project activities with start and end dates.

## **6.5 MONITORING AND DATA PRESENTATION**

Provide a description of the monitoring system for the project including:

- Monitoring systems – what systems will be included in the proposed system to monitor, diagnose, and track the solar photovoltaic output of the system.

- Access to and presentation of data.

## **6.6 OPERATIONS AND MAINTENANCE**

Provide a complete description of all system operations and maintenance activities that will be provided. Please:

- **List and describe each maintenance activity**
- Include the frequency at which each activity will be performed
- Identify any coordinating activity that is required of College personnel
- Describe training that is included in the proposal.
- Provide warranty periods for any parts of the system if applicable.

## **6.7 PAST PROJECT EXPERIENCE**

Provide a list of projects completed by the proposed team that are similar in scope to that proposed. The description for each project/program should include:

- The project name
- Location
- Utility service territory
- Project size (total cost and project capacity in kW)
- Brief physical description of the project (equipment manufacturer, model, etc.)
- Project delivery type – e.g., direct purchase or power purchase agreement
- Year completed
- Name of client contact and contact information

## **6.8 TERMS AND CONDITIONS ACCEPTANCE AND EXCEPTIONS**

Indicate any exceptions to the RFP documents, including all exhibits. Also, confirm acceptance of all remaining portions of the RFP including all exhibits, not identified as an exception.

- **Technical Exceptions:** The Proposer shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any product enhancements that could be made by the Proposer to satisfy those requirements.
- **General Exceptions:** The Proposer shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Proposer has no general exceptions to present, this fact should be stated in the Proposal.
- McHenry County College will not consider the submission of the Proposer's standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
- Proposers are cautioned that if McHenry County College is unwilling or unable to approve a request for exception to the RFP requirements and the Proposer does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

## **6.9 PRICE PROPOSAL**

Proposers should make the following assumptions as part of their pricing:

- Taxes on Solar Power Sales: Proposers shall assume that the College will not pay property, city energy or utility user’s tax on solar energy purchased or on Proposer’s equipment.
- Ownership of Environmental Attributes: The College Does Not Intend to maintain ownership of Renewable Energy Certificates (RECs), Green Tags, or similar credits representing environmental attributes of electricity generated by the proposed system.
- Innovative Pricing Structures or Additional Pricing Information: Proposers should clearly and concisely outline and explain their proposed pricing structure to the College. The College will consider contract terms that may include, but are not limited to, floor and ceiling prices, prices indexed to market or tariff rates, short and long term transactions, and other provisions that will optimize the financial benefits to the College and ensure project viability for the Proposers. In any case, the College asks that Proposers provide a reasonable representation of the pricing in their proposal.

**6.10 BILLING**

Provide a description of the billing process. Please include:

- Options for bill access (mail, email, online)
- A description of any true-up billing processes

**6.11 FINANCING**

- The selected Proposer will be responsible for obtaining any federal, state and local tax credits and incentives available to it.
- The selected Proposer will be paid an agreed-upon fee by the College on a monthly basis for electricity generated by the PV systems. The per-kilowatt-hour rate charged the College will be stated by the Proposer within the “Project Information Statement.”
- The Proposer is encouraged to seek supplemental grant funding that will reduce the overall program cost to the institutions.

McHenry County College makes no representations regarding the potential of any available grant funding. Nor is the College obligated to provide information regarding the availability of grant funding.

**6.12 PROPOSAL SUBMITTALS**

The following submittals shall be provided with the proposal:

- Solar photovoltaic system layout, design documents and ground plans
- System description including dimensions, type of installation, product data sheets, single line electrical diagram, structural engineer certification
- Description of the anchorage structures showing details of how the system will be anchored
- System calculated annual electricity output
- A summary of all anticipated approvals that will be required for the proposed project
- Schematic and preliminary designs
- Project implementation and completion schedule
- Product description information
- Equipment details, descriptions, and specifications
- Equipment/system decommissioning plan
- Payment schedule and terms



## **7.0 EVALUATION OF PROPOSALS**

Proposals will be evaluated by McHenry County College using the following criteria:

### **7.1 EVALUATION OF PROPOSAL:**

Twenty-five percent (25%) of the evaluation of submitted proposals will concern the strength of the financial commitment demonstrated by the proposal. Factors demonstrating the strength of the financial commitment include, but are not limited to:

- Examples of similar projects that include cost details, operating performance data and owner contract information;
- Experience, length of service providing similar projects
- Strength of funding commitment (funding commitment sources are to be identified);
- Project readiness (a shorter timeline for project implementation is preferred); and
- Schematic design, written project outline, and product information.

### **7.2 PRIOR EXPERIENCE**

### **7.3 COST EFFECTIVENESS:**

Seventy-five percent (75%) of the evaluation of submitted proposals will concern the cost- effectiveness of the project. Factors demonstrating cost-effectiveness include, but are not limited to:

- Minimum monthly kilowatt-hours of photovoltaic system-derived electricity to be provided to McHenry County College each month for twelve consecutive months; and
- Generation cost per each kilowatt-hour of electricity.

***MCHENRY COUNTY COLLEGE RESERVES THE RIGHT TO REJECT ANY  
AND ALL PROPOSALS IRRESPECTIVE OF SCORE.***

## **8.0 PROPOSAL SUBMISSION REQUIREMENTS**

### **8.1 Each Proposer must provide the following information:**

- Provide information on its company, including a minimum of three (3) client references and any relevant certifications for similar installations
- The name, title, telephone number, and e-mail address of the appropriate person to contact concerning the proposal
- The location of the office that will be serving McHenry County College
- The number of years the proposing company has been in business under this name
- If the company is a subsidiary of another company, the name of the parent company
- Financial rating of the company, or other indicator of financial strength and stability
- Information on factory-approved installers (if system is not installed by Proposer).

**NOTE: Missing or non-notarized affidavits may result in proposal rejection.  
Be sure that all affidavits are completed and notarized.**

## **9.0 GENERAL INSTRUCTIONS TO PROPOSERS**

### **9.1 GENERAL**

- 9.1.1 Hard copy RFP responses must include the Proposer's name and address and the RFP title and number, and must be received by the McHenry County College Purchasing Department office prior to the response deadline. An Electronic copy of the submittal on a thumb drive needs to be submitted with the hard copy.
- 9.1.2 For its proposal to be considered, the Proposer must answer all questions and supply all required materials.
- 9.1.3 Because the College is exempt from the payment of state and federal excise, transportation, and sales taxes, such taxes must not be included in prices proposed.
- 9.1.4 If the Proposer is a business entity, an authorized official of the entity must sign the proposal and the proposal must include the names, titles, addresses, telephone numbers and e-mail addresses of individuals with authority to negotiate and contractually bind the entity.
- 9.1.5 General Conditions:
- 9.1.5.1 McHenry County College reserves the right to accept or reject any or all proposals submitted for consideration.
  - 9.1.5.2 Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Illinois and the federal government.
  - 9.1.5.3 All proposals submitted in response to this RFP will become the property of McHenry County College and subject to the provisions of 5 ICLS 140/ of the Illinois Compiled Statutes (the Illinois Freedom of Information Act).
  - 9.1.5.4 Any proposal must be valid for a period of 120 days from the due date.
  - 9.1.5.5 McHenry County College reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interests of McHenry County College to do so.
  - 9.1.5.6 McHenry County College reserves the right to reject the proposal of any proposer who or which is in default of any prior contract or for misrepresentation.
  - 9.1.5.7 McHenry County College reserves the right to correct inaccurate awards resulting from its clerical errors.
  - 9.1.5.8 Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
  - 9.1.5.9 A Proposer, if requested to do so, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its proposal.
  - 9.1.5.10 No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the Proposer's expense.

- 9.1.5.11 By responding, the Proposer implicitly states that the proposal is not made in connection with any competing proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of McHenry County College participated directly or indirectly in the preparation of the proposal.
- 9.1.5.12 The Proposer shall bear all costs associated with its response to this RFP, including the costs of any presentations and/or demonstrations.
- 9.1.5.13 Business Enterprise for Minorities, Females, and Persons with Disabilities: Consistent with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. (the “Act”), it is the policy of McHenry County College to foster and encourage the continued economic development of minority owned businesses, female owned businesses, and businesses owned by a person with a disability. When McHenry County College is required to competitively bid a contract, the bid documents shall additionally require all potential bidders to submit their name, the bid amount, a statement confirming whether the bidder is including in its bid work to be performed by entities certified as a minority owned business, a female owned business, or a business owned by a person with a disability.

## **10.0 RIGHTS RESERVED TO MCHENRY COUNTY COLLEGE**

McHenry County College reserves the right to reject any and all proposals, and waive technical defects, irregularities and omissions if, in its judgment, the best interest of McHenry County College is served. McHenry County College reserves the right to negotiate with any proposer prior to awarding a contract and to negotiate with the proposer to which an award is made the terms of the contract to be entered into between that proposer and McHenry County College.

McHenry County College reserves the right to negotiate a buyout of the PV system at any time during the contract duration and/or to negotiate additional extension(s) of the contract duration.





10. Explain the efficiency of the proposed PV panel.
11. The proposer will guarantee a PV availability rate of \_\_\_\_\_% that accounts \_\_\_\_\_ for \_\_\_\_\_ total annual hours.
12. The PV system provided by the proposer will be capable of producing \_\_\_\_\_kilowatts of power.
13. The proposer will provide no less than \_\_\_\_\_kWh of electrical energy on annual basis at a nominal 480 Volts.
14. Annual cost to McHenry County College:
- a. The proposer shall issue a single monthly invoice to McHenry County College for all useable electricity supplied to McHenry County College from the PV system. No other payments will be made to the proposer.
15. Discuss the proposed system decommissioning process and how the proposer will restore the site to its original conditions including the complete removal of all of system equipment including ancillary system components.



Appendix A-Map Showing Approximate Location of PV Array





## **12.0 ATTACHMENTS**

ATTACHMENT A  
BID SUBMISSION FORM

**Bid Submitted By and Authorized Signature:** The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> The Owner/<br>Sole Proprietor | <input type="checkbox"/> Member of the<br>Partnership | <input type="checkbox"/> Officer of the<br>Corporation | <input type="checkbox"/> Member of the<br>Joint Venture |
| <input type="checkbox"/> WBE                           | <input type="checkbox"/> SBE                          | <input type="checkbox"/> MBE                           | <input type="checkbox"/> VBE                            |

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

FEIN: \_\_\_\_\_

**ATTACHMENT B - CONTRACTOR CERTIFICATION**

Illinois Revised Statute 1987  
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name \_\_\_\_\_

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

\* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once a IFB for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

**ATTACHMENT C**

**CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW**

Every eligible bidder and contractor/vendor shall comply with the employment section of Public Contracts provision of the Prevailing Wage Act, 820 ILCS 130/1, as amended.

McHenry County College District 528  
8900 U.S. Highway 14  
Crystal Lake, IL 60012

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**  
Certificate of Compliance with the Illinois Prevailing Wage Law

This letter is to certify that \_\_\_\_\_  
(name of company)

is in compliance with Section 39A9 of Chapter 48 of the Illinois Revised Statutes and all amendments pertaining to the payment of prevailing wages as established by the department of labor, to all laborers, workers, and mechanics performing work under this agreement/contract.

Company street address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact name \_\_\_\_\_ contact phone \_\_\_\_\_

Sworn and subscribed to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; before me, notary public appointed in \_\_\_\_\_ County for the state of Illinois.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
printed name

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
city of residence

\_\_\_\_\_  
county of residence



**ATTACHMENT E – W9 FORM**

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>												
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<b>Employer identification number</b>												
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.