

OREGON DEPARTMENT OF STATE LANDS
ORPIN SOLICITATION #141-1005-08

REQUEST FOR COMPETITIVE QUOTE

PHOTOVOLTAIC SYSTEM DESIGN & INSTALLATION

SOUTH SLOUGH NATIONAL ESTUARINE RESEARCH RESERVE
DEPARTMENT OF STATE LANDS
PO BOX 5417, 61907 SEVEN DEVILS RD
CHARLESTON, OREGON 97420



RELEASE DATE August 26, 2008
Mandatory Preview Dates
September 5, 2008, 2:00 P.M. PST and September 10, 2008, 11:00 A.M. PST
Questions due September 17, 2008, 4:30 P.M. PST
Answers posted no later than September 24, 2008
PROPOSAL SUBMITTALS DUE October 16, 2008, 4:30 P.M. PST

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I. INTRODUCTION

South Slough National Estuarine Research Reserve (South Slough NERR) is a 4,800 acre natural area dedicated to improving the understanding and stewardship of Pacific Northwest estuaries and coastal watersheds. South Slough NERR received an award from NOAA to achieve multiple purposes. This contract will be for the purpose of cutting operating costs of the South Slough NERR as well as to provide a suite of on-the-ground demonstration projects that our education and outreach program can use to teach others about climate change and energy conservation programs and strategies.

The contractor will provide a project proposal for the design and install of a grid-tied photovoltaic electric generating system on the roof of the South Slough NERR Interpretive Center that will utilize the output potential of energy for the size of the space. The contractor will include in the proposal any and all available energy grants, tax credits and green tag revenue. Any permits required by the federal, state, city or county will be the sole responsibility of the contractor.

The work must be completed by March 31, 2009.

II. STATEMENT OF WORK

The Contractor will provide price quotes, details of the work plan and procedures for the design and installation of a Photovoltaic System from start to finish as follows:

1. Design a grid-tied photovoltaic system that will utilize the metal roof area of the Interpretive Center located at 61907 Seven Devils Rd., Charleston, Oregon.
2. Provide a detailed estimate of solar energy generated by the system and estimated yearly savings.
3. Provide a detailed work plan for the installation of the photovoltaic system.
4. Installation of system should be installed in a manner which will not void any warranties of the metal roof.
5. Include a safety harness bar with the system, for safe cleaning of solar panels.
6. Secure/acquire all associated utility paperwork and permits.
7. Contractors will provide SSNERR with training, in the operation and maintenance as well as operations and maintenance manuals including product specifications, as-built drawings and product warranty information.
8. The contractor will perform the work during regular business hours, Monday through Friday, 8:00 AM to 4:30 PM.

THERE WILL BE TWO MANDATORY PREVIEWS. Contractors are required to attend one of two pre-quote walk-through/question sessions to be held at the South Slough NERR Interpretive Center, located at 61907 Seven Devils Rd., Charleston, Oregon. The dates of the previews are **Friday, September 5, 2008 at 2:00 PM PST and Wednesday, September 10, 2008 at 11:00 AM PST.** The Reserve Staff will meet with the contractors and answer questions. Quotes from contractors that do not attend at least one walk-through will not be considered. Arrival at the walk-through more than 15 minutes past its stated time will be deemed as non-attendance. A record will be made of those attending.

III. QUALIFICATIONS

Contractor will be required to be a Qualified Tax Credit Solar Technician as certified by the Oregon Department of Energy.

In order to meet South Slough NERR's requirements to complete this project, the contractor must possess proven experience in the preparation and design of the photovoltaic systems that are in accordance with local, state and federal ordinances, laws and statutes.

IV. CLOSING DATE AND TIME FOR QUESTIONS AND SUBMITTALS

QUESTIONS regarding the RFCQ must be submitted to the designated contact and his designees – Mike Graybill (mike.graybill@state.or.us), Robin Elledge (robin.elledge@state.or.us), and Pam Wilson (pam.j.wilson@state.or.us). These questions must be received no later than **September 17, 2008, by 4:30 P.M. PST.** If the question pertains to a specific section of the RFCQ, the page and section must be referenced. South Slough NERR will respond in writing to all questions. Written responses to questions will not identify the submitter and a summary of the written responses to questions will be made available to all who request it, posted on the State ORPIN website: <http://orpin.oregon.gov/open.dll/welcome>, and the South Slough NERR website: www.oregon.gov/dsl/SSNERR no later than **September 24, 2008.** Proposers are encouraged to consult the ORPIN system or the South Slough NERR website regularly until closing to avoid missing any Solicitation Addendum.

Any oral communications shall be considered unofficial and non-binding. Proposers shall rely only on written statements issued by the Agency.

Proposers unfamiliar with ORPIN may contact the State Procurement Office (SPO) at the Department of Administrative Services, 1225 Ferry St. SE - U140, Salem, OR 97301-4285; telephone (503) 378-4642. Proposers may also look for updates about ORPIN on the SPO website: <http://procurement.oregon.gov/>.

Proposers are responsible for ensuring that their registration information is current and correct. SPO accepts no responsibility for missing or incorrect information contained in the supplier's registration information in ORPIN.

SUBMITTALS must be received by SOUTH SLOUGH NERR no later than **4:30 P.M. PST October 16, 2008.** Any proposal submitted after that time will be considered late, and will NOT be given further consideration. Submittals must be sent to the attention of Mike Graybill and delivered by hand or mailed to the South Slough National Estuarine Research Reserve. The

envelope must be clearly marked in the lower left-hand corner “**Photovoltaic System Installation**”.

No facsimile (fax) transmitted proposals, modifications, or withdrawals will be accepted.

V. SUBMITTAL CONTENTS

Each proposal must contain the following components:

1. Statement describing proposer’s background, experience, education and qualifications relating to this proposal.
2. The lump sum amount for completion of the project delivered.
3. At least three references South Slough NERR may call who have direct experience with the Proposer with similar projects.
4. A project narrative, including a cost breakdown for system components, installation and other costs, and a proposed schedule discussing in detail how the Proposer will conduct the project work identified in Section II.
5. A cover letter and Proposal Certification Statement (Attachment A) completed and signed by an individual who is an officer or partner and who is authorized to execute agreements on behalf of the proposer. The certification will bind the proposer to perform the services for the fees stated in its proposal. Failure to submit a signed Proposal Certification Statement will result in rejection of the proposal.
6. Three copies of project profiles outlining one or more examples of a project similar to the one identified in this proposal. (All copies will be returned to the proposer if written request is provided to South Slough NERR at the time of submittal.)

The Proposer shall provide one original cover letter, one original proposal, and one signed certification, along with four copies of the cover letter, proposal and certification to South Slough NERR. All copies must be in 8 1/2x11” format.

VI. GENERAL PROCEDURES

1. Proposals must be received by the South Slough NERR **no later than October 16, 2008, at 4:30 P.M. PST.** Any submittal received after that time will be considered late, and will **not** be given further consideration.
2. As evidence of the insurance coverage required by the contract, the proposer shall furnish Certificate(s) of Insurance to South Slough NERR prior to the start of work (Attachment B).
3. Proposer may modify or withdraw a proposal prior to the date and time designated for receipt of proposals by notice to South Slough NERR at the location specified above.

Notice must be in writing over the signature of the proposer and must be delivered on or before the date and time set for receipt of proposals.

4. Sensitive proprietary information provided in the submittal will be held in confidence upon request to the extent allowed by ORS 192.410 - 192.505, the Oregon Public Records Law.
5. Proposals must remain valid for 120 days after the close of solicitation.
6. Payment for any contract entered into as a result of this will be made according to a delivery schedule developed under the contract. The payment schedule will be based upon the value of work completed at a given time. The selected proposer will be expected to enter into a standard State of Oregon Public Improvement Agreement. The contractor will be required to comply with all its provisions and requirements. Copies of the contract standard language are available on request.
7. South Slough NERR reserves the right to reject any or all proposals received as a result of this RFCQ, and, if doing so in the judgment of the Department would be in the public interest, to cancel this solicitation.
8. South Slough NERR reserves the right to investigate references and past performance of any person/firm with respect to the successful performance of similar services and contractual obligations and its lawful payment of suppliers, sub-contractors, and workers.
9. Issuance of an RFCQ in no way constitutes a commitment by South Slough NERR to award a contract, to pay proposer's costs incurred either in the preparation of a response to the RFCQ or in the act of producing a contract for services.
10. Submittal in response to this RFCQ in no way constitutes a commitment by South Slough NERR to enter into a contract.
11. South Slough NERR reserves the right to make amendments to the RFCQ by posting any amendments to the State ORPIN website. <http://orpin.oregon.gov/open.dll/welcome> and to the South Slough NERR website: www.oregon.gov/dsl/SSNERR. Proposers are encouraged to consult the ORPIN system regularly until closing to avoid missing any solicitation amendments.
12. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
13. Remedies under the contract will be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts, and any litigation arising out of the contract shall be conducted in the Marion County courts of the State of Oregon.
14. South Slough NERR will post a notice of its intent to award a contract prior to formal contract award by posting results on the ORPIN System and by email, letter or fax. Identification of the apparent successful proposer is procedural only and creates no right in the named proposer to award of the contract.

15. Protest. Adversely affected or aggrieved proposers may protest to South Slough NERR in writing within seven calendar days after issuance of the notice of intent to award the contract. Protests received after this time WILL NOT be considered. A proposer is adversely affected if the proposer would be eligible for a contract award in the event the protest was successful. The reason for the protest must be that:

- all higher-ranked proposals are nonresponsive;
- South Slough NERR failed to conduct an evaluation of proposals in accordance with the criteria or process described in the RFCQ;
- South Slough NERR has abused its discretion in rejecting the protestor's proposal as nonresponsive; or
- South Slough NERR's evaluation of proposals or determination of award otherwise violates ORS chapters 279A or 279B.

Proposers have five business days following the intent to award announcement within which to view the proposal files – by appointment with South Slough NERR only.

16. Protest period expiration. At the conclusion of the protest period, South Slough NERR will consider all protests received, if any, and:

- deny all protests and proceed with Contract award; OR
- sustain a meritorious protest(s) and reject the apparent highest ranking Proposer, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, DSL may name a new apparent highest ranking Proposer; OR
- Reject all Proposals and cancel the procurement.

17. Prime responsibility. Upon execution of a contract, the selected contractor(s) will be required to assume responsibility for all services offered in its proposal whether or not it produces or performs them. Further, South Slough NERR will consider the selected contractor to be the sole contact with regard to contractual matters.

18. Prevailing Wages (BOLI Requirements). The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions (See Attachment C). This RFCQ and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference: **“PREVAILING WAGE RATES for Public Works Contracts in Oregon”**, issued July 1, 2008. These BOLI wage rates are available on line at http://www.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml.

VII. SELECTION PROCEDURE & EVALUATION CRITERIA

An evaluation team of South Slough NERR staff will review and score the proposals received.

A scoring system based on the requirements of the RFCQ will be used which will allow a maximum of 100 points from each reviewer. The proposal receiving the highest score will be offered the contract.

The award of the contract will not be made solely on the basis of lowest cost, although cost will be a consideration in the evaluation process. The evaluation will consider:

1. Background, education, experience and qualifications of staff as is required for the project (30%)
2. Cost and projected system performance (30%)
3. Project understanding based on the proposer's project narrative and work sample (20%)
4. References (20%)

**REQUEST FOR COMPETITIVE QUOTE
ATTACHMENT B
INSURANCE REQUIREMENTS
PERSONAL/PROFESSIONAL SERVICE CONTRACT**

During the Term of the Agreement, including warranty periods, if any, Contractor must maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and are acceptable to Agency.

1. **COMMERCIAL GENERAL LIABILITY.** Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the Agency. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and is made on an occurrence basis. Combined single limit per occurrence may not be less than \$ 1,000,000.00. Each annual aggregate limit must not be less than \$3,000,000.00.
2. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence may not be less than \$1,000,000.00.
3. **EMPLOYERS' LIABILITY.** If Contractor is a subject employer, as defined in ORS 656.023, with regard to work under the Contract, Contractor must obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000.00 and annual aggregate limits of not less than \$1 million.
4. **WORKERS' COMPENSATION:** All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements.
5. **ADDITIONAL INSURED:** The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract ***must include the State of Oregon, and its departments, divisions, commissions, branches, officers and employees as Additional Insured*** but only with respect to the Contractor's activities to be performed under this Contract and any Contract issued in accordance with this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **"TAIL" COVERAGE:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor must furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor

must be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

7. NOTICE OF CANCELLATION OR CHANGE. There must be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) calendar days' written notice from the Contractor or its insurer(s) to the Department of State Lands, Attn: Sandi Zeigler. Any failure to comply with the reporting provisions of this clause must constitute a material breach of Contract and must be grounds for immediate termination of this Contract by Agency.
8. CERTIFICATE(S) OF INSURANCE: Prior to performing under the Contract, as evidence of the insurance coverage required by this Contract, the Contractor must furnish Certificate(s) of Insurance for all required insurance prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured (or Loss Payees). Insurance coverage required under this Contract must be obtained from insurance companies acceptable to Agency. The Contractor must pay for all deductibles, self-insured retention and/or self-insurance included hereunder.

**SEE ATTACHED DOCUMENT FOR
ATTACHMENT C**

**STATE OF OREGON GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS**