

**Request for Proposals**

**Residential & Commercial Solar PV and Battery Storage Systems**

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**I. PROGRAM OVERVIEW**

Solarize Gwinnett is a public-private coalition consisting of Sustainable Gwinnett, Georgia Interfaith Power & Light, Environment Georgia, Sierra Club Georgia Chapter - Greater Gwinnett Group, Gwinnett Citizens Climate Lobby, GreenShortz, Solar Crowdsource, and other valuable contributions from volunteers and individuals.

The objectives of the Solarize Gwinnett program are to:

1. Lower the cost of solar energy and battery storage installations through the power of bulk-purchasing and reduced Contractor acquisition costs and to transfer those savings to the residential and commercial residents of Gwinnett;
2. Educate consumers and cultivate a sense of community participation and ownership in the clean energy market;
3. Substantially increase the number of solar energy systems and battery storage installations in a way that can be sustained beyond the timeframe of the Solarize Gwinnett campaign;
4. Reduce the energy burden of vulnerable residents in Gwinnett through additional measures available to low- and moderate-income families to reduce upfront cost; and
5. Advance and encourage renewable energy workforce development opportunities.

Solarize Gwinnett invites proposals from solar energy companies (Contractors) specializing in the design and installation of solar photovoltaic systems to participate in a Solarize campaign in Gwinnett County, Georgia. (“Project Area”). Contractor may choose to allow residents outside of Project Area to participate in the campaign discounts, however, additional fees may apply.

Solarize Gwinnett seeks to ensure that residential and commercial participants/customers get the highest quality materials and service for the best possible price and recognizes that Contractors may specialize in a particular market segment. Therefore, respondents to this RFP may bid for:

A. Residential applications only, or

B. Commercial applications only, or

C. Residential and commercial applications.

Respondents to this RFP will provide bid specifications for one or both classifications including residential and/or commercial[[1]](#footnote-1) for the installation of solar energy, battery storage and/or other clean energy applications. Bids received by the due date of **April 1, 2023 at 5:00 PM** **EST** will be reviewed and evaluated by the Solarize Gwinnett Coalition Members. One or two solar contractor(s)[[2]](#footnote-2) (“Selected Contractor(s)”) will be selected to provide products and services for Solarize Gwinnett.

**Pre-Bid Meeting: Organizers of the campaign will hold a virtual bid conference via Zoom on March 10, 2023 at 10:30 AM EST. Prospective bidders are encouraged to attend this meeting to get an overview of the campaign and participate in a Q&A session. Registration is required to get a link to meeting.** [**Register Here**](https://us02web.zoom.us/meeting/register/tZEqduGgrDkqHNVucbVmk6phR8IbsLrLsQ6c)

The Selected Contractor(s) will collaborate with Solarize Gwinnett to roll out a community marketing, education, and outreach campaign with the goal of securing 60+ residential and commercial contracts for solar energy and/or battery storage installations over the course of four to six months. Installations are anticipated to continue beyond the outreach period with the goal of all installations complete on or before **December 31, 2024**. All Solarize Gwinnett residential and commercial participants that enroll in the program will be exclusive leads advanced to the Selected Contractor(s), who will provide the services described in this RFP, including responsive participant communication, a transparent pricing/financing structure, accurate design and engineering proposals, and turnkey design and installation services.

**II. SOLARIZE GWINNETT CAMPAIGN SUMMARY**

This section provides a summary of the Solarize Gwinnett campaign activities and responsibilities. The success of the Solarize campaign depends upon the collaboration of Solarize Gwinnett and its partners, the Selected Contractor(s), and the participating community members (participants).

## Solarize Gwinnett Roles and Responsibilities

Solarize Gwinnett will help facilitate the campaign with the following roles and responsibilities:

|  |
| --- |
| **Technical** |
| * Website, landing page
* Signups, intake, voice service, and automated workflows
* Database management
* Reporting and analytics
 |
| **Marketing** |
| * Graphic design, branding
* Print initial campaign materials, i.e., brochure, banners, yard signs.
* Social media, media outreach
* Community events
 |
| **Education** |
| Schedule, organize, and coordinate 4-6 workshops, open houses, and information sessions, virtual or otherwise, including secure locations, schedule speakers, and announcements. |

## Contractor Bid Submission Process

Each contractor shall carefully examine this RFP and all amendments, revisions, and other data and materials provided with respect to this RFP process. Contractor should familiarize themselves with all proposal requirements prior to submitting their proposal.

Should a bidding contractor note any discrepancies, require clarifications or wish to request interpretations of any kind, the bidding contractor must send a written request by email to admin@solarizegwinnett.com for clarifications which will be accepted until **12:00 PM EST on March 31, 2023**. Solarize Gwinnett will promptly respond and make both the question-and-answer public via the online RFP page. Bidding Contractors are highly encouraged to visit the online RFP page from time to time before submitting written requests to admin@solarizegwinnett.com.

**Proposals must be submitted no later than 5:00 PM Eastern Time on April 1, 2023. Proposals received after the date and time may not be considered in Solarize Gwinnett’s sole discretion.**

Proposals must be submitted in electronic form only to admin@solarizegwinnett.com. The subject line should be identified as: “Proposals for Solarize Gwinnett Campaign\_[Insert Name of Bidding Contractor]”.

Proposals must include all elements outlined in [**Section VI: Proposal Format and Requirements**](#tyjcwt) as listed below:

1. Cover Letter
2. Company and Project Team Experience
3. Program Implementation Plan
4. Participant Experience
5. Partnering and Sub-Contracting with Other Contractors (if applicable)
6. Offerings for Homes Where Fixed Solar PV Is Not Feasible
7. Unique Challenges
8. Outreach and Marketing Strategy
9. Financing Options
10. Price Structure
	1. Tiered Pricing Structure
	2. Lease/PPA Contracts
	3. Increased Pricing Factors
	4. Adders
11. Community Project
12. Low- and Moderate-Income Projects
13. Minority Participation and Green Jobs
14. Workforce Development
15. Attachment A: Contractor Profile
16. Attachment B: Pricing Proposal
17. Attachment C: Equipment Specifications
18. Attachment D: Additional Cost Factors and Price Adders
19. Attachment E: Pro Forma
20. Attachment F: Federal Requirements
21. Community Outreach Campaign

Solarize Gwinnett will include widespread community education and outreach during the course of the campaign. Working closely with the Selected Contractor(s) to coordinate messaging and activities, Solarize Gwinnett will implement a community education, marketing and outreach campaign consisting of public workshops and events, open house events, media outreach, email, social media, and online marketing, along with other activities to encourage area residents and businesses to enroll in the program.

The Selected Contractor(s) is required to have staff available to attend a series (4-6) of informational workshops designed to educate the community about the Solarize Gwinnett program, benefits of solar, meet campaign stakeholders and participate in a Q&A session. Additionally, the Selected Contractor(s) should be prepared to have staff attend up to 2-3 press events throughout the course of the campaign.

The Selected Contractor(s) will agree to co-market only under the Solarize Gwinnett brand in the Project Area for the duration of the Solarize Gwinnett campaign period and through the completion of all installations. All participants must be offered the finalized, discounted Solarize Gwinnett pricing via the tiered pricing schedule, when applicable.

## Participant Process

Solarize Gwinnett will collaborate with the Selected Contractor(s) to design and implement a clear and informative customer engagement process. The following process outlines what Solarize Gwinnett values in order to give participants the best possible customer service while respecting the Selected Contractor(s)’ time and resources.

* 1. Enrollment
		1. Interested residential and commercial participants will enroll through the dedicated Solarize campaign webpage (www.solarizegwinnett.com), hosted on the [Solar Crowdsource](https://www.solarcrowdsource.com/) platform. Said webpage will include relevant campaign information including but not limited to the campaign, Selected Contractor(s), selected materials, tiered pricing schedule, financing options, and processes.
		2. Participants will provide address and electricity bill information. Participant data will be immediately accessible to the Selected Contractor(s) and Solarize Gwinnett through an automated workflow process. The Selected Contractor(s) is expected to make initial contact to participants as soon as possible upon receipt of participant data.
		3. The Selected Contractor(s) will integrate, to the extent practical, their sales processes with the Solar Crowdsource platform to track participants and continuously communicate their progress to Solarize Gwinnett throughout the campaign.
		4. A 2-3 week onboarding process will take place prior to launching the campaign to ensure a seamless customer workflow between the Selected Contractor(s) and Solarize Gwinnett.
	2. Solar Assessment
		1. Initial Solar Assessment: the initial solar assessment includes a desktop review of property and utility bill information. This may include site assessment through satellite imagery and the creation of an energy load profile. The initial site assessment is to determine solar radiance on property, rooftop and property orientation, estimated system size, and preliminary payback and return analysis. The purpose of the initial solar assessment is to screen participant property to determine suitability of solar and participant ability to finance the system. Participants whose sites are not suitable for solar will be promptly informed, with explanation provided, by the Selected Contractor(s). This information shall also be shared with Solarize Gwinnett campaign organizers.
		2. Detailed Assessment: Upon determination that participant property is suitable for solar and/or battery storage and participant has been screened by phone or email, Selected Contractor(s) will generate a detailed solar assessment report including but not necessarily limited to visual representation of solar energy system on roof or land, participant energy load profile, environmental benefits, and financial analysis.
		3. Site Visit: A site visit includes but is not limited to meeting the participant; taking measurements; shading analysis; determining tilt and orientation; verifying annual energy production, and noting any electrical, mechanical, or structural considerations that may incur costs above and beyond the standard pricing schedule for the project. Site visits may be clustered to reduce Selected Contractor(s) costs.
	3. Participant Proposals
		1. In all proposal materials, the Selected Contractor(s) must use the current utility rate for the participant (e.g. kWh AC rate), or the rate the customer will use with the addition of solar (e.g. time-of-use, Net-Energy Billing Option). The Selected Contractor(s) may use a set escalator rate for predicted electric utility price increases at no greater than 2% per year in predicting payback periods, and make clear that all figures are based on given assumptions.
		2. Upon request by the participant, the Selected Contractor(s) is expected to provide multiple assessments based on the type of financing and ownership structure desired without additional cost to participants.
		3. The Selected Contractor(s) must clearly specify all other assumptions for their estimates, including derate factors for their equipment; estimated annual energy production based on the region of the system as per the PV Watts estimator (www.pvwatts.nrel.gov or other industry accepted resource, including PVSyst or NREL System Advisor Model) taking into account panel orientation and shading; estimated annual AC energy production decline over 25 years, and any other relevant factors.
		4. Renewable energy credit (RECs) valuations may not be included in financial analysis reports produced as a part of a project.
		5. Solarize Gwinnett and Selected Contractor(s) must clearly represent to potential participants that, prior to signing a contract with the Selected Contractor(s), they are free to independently seek other offers.
		6. All Selected Contractor(s) claims regarding federal tax credits or other tax benefits must include a disclaimer stating that the participant contact a tax professional to determine how tax incentives apply to them.
	4. Contracting
		1. Selected Contractor(s) contracts should explain and itemize materials, system type, cost, sizing, and energy production.
		2. Individual system designs should be aesthetically pleasing, taking into consideration the preferences of participant; local zoning and building codes; historic preservation, and HOA regulations while minimizing project costs and maximizing solar energy production.
		3. Participants whose sites are feasible for solar will be offered the pricing and financing options established in the Selected Contractor(s)’ submitted [**Attachment B: Pricing Proposal**](#lnxbz9).
		4. Selected Contractor(s) shall be responsible for verifying ability to interconnect at any address before entering into a contract.

## Installations

* + 1. The Selected Contractor(s) will provide turnkey installation including permitting, utility interconnection and commissioning services for eligible and interested participants.
		2. The Selected Contractor(s) will provide a clearly-stated comprehensive list of work to be performed and estimated schedule to all participants.
		3. The Selected Contractor(s) is responsible for timely completion of each installation. If and when the Selected Contractor(s) geographically clusters installation work to reduce costs, they must communicate that clearly to the affected participants.
		4. The target date for completion of all installations is before December 31, 2024.
		5. The Selected Contractor(s) will continue to communicate progress to Solarize Gwinnett until all installations are complete.
1. Low- and Moderate-Income Program

 In addition to providing group discount pricing on solar energy, battery storage, and other clean energy technologies to all participants, the Project will include a program to help reduce the energy burden for low-income and moderate-income (LMI) residents in Gwinnett.

 The Solarize Gwinnett coalition is currently in the process of designing the program and seeking funds to reduce the upfront cost of solar. The Selected Contractor(s) will be expected to take part in this program at a negotiated $/watt amount, by assessing select properties, and providing installation services just as is done for all participants.

1. Community Project

 As part of the Solarize Gwinnett campaign, the Selected Contractor(s) will take part in a charitable community project (this is in addition to the LMI Program described above in Section II. Item E.). The location(s), and beneficiary(ies) of the project will be determined by Solarize Gwinnett. The Selected Contractor(s) will collaborate with Solarize Gwinnett to design, develop, and construct the project(s) as well as partially finance the project from a percentage of total Solarize Gwinnett revenues. See [**Section VI. Item K.**](#z337ya) below for more details on the Community Project.

G. Campaign Participant Experience Survey

 Solar Crowdsource will administer a survey to campaign participants that asks them to rate the quality of their experience with multiple campaign components, including the Solar Crowdsource platform and experience with the Selected Contractor(s).

**III. SOLARIZE GWINNETT TIMELINE**

|  |  |
| --- | --- |
| DRAFT Milestone | Date |
| RFP Release | 3/1/2023 |
| Pre-Bid Meeting | 3/10/202310:30AM |
| RFP Bids Due | 4/1/2023 |
| Bidding Contractor interview day | 4/4/2023 |
| Announce Selected Contractor(s) | 4/6/2023 |
| Contractor onboarding, begin campaign outreach (i.e. press release, social media) | 4/6/2023thru 4/22/2023 |
| Launch Campaign/Customer signup period begins | 4/22/2023 |
| Customer signup period ends  | 9/30/2023 |
| Deadline for residential contracts | 12/31/2023 |
| Deadline for commercial contracts | 3/31/2024 |
| Goal for residential installations complete | 8/31/2024 |
| Goal for all installations complete | 12/31/2024 |

**IV. CONTRACTOR ELIGIBILITY THRESHOLD REQUIREMENTS**

In order to be eligible to submit a proposal, Solar Contractor must:

1. Demonstrate experience and proficiency in solar energy installations. The Contractor must have installed a minimum of five (10) solar PV projects in

Georgia.

1. With a goal of supporting the local solar industry, preference will be given to firms located within the Project Area to support the local solar industry.
2. Be, at minimum, licensed to conduct business in Georgia and registered with the Georgia Secretary of State and the Construction Industries Board.
3. Include on the project team at least one [NABCEP](https://www.nabcep.org/) Associate-level certification. Preference will be given to board-certified installers.
4. Maintain standard insurance policies for Workers Compensation ($1,000,000 per accident) and Commercial General Liability ($2,000,000 per occurrence). All coverage maintained by Contractor shall be primary to any insurance coverage carried by Participant, shall contain waivers of subrogation, and shall not be amended or terminated without notice to Participant. Proof of this coverage will be provided by the Selected Contractor(s).
5. Submit a complete proposal by **5:00PM EST on April 1, 2023** by email to admin@solarizegwinnett.com.

**V. SELECTION CRITERIA**

The Solarize Gwinnett RFP Committee will be composed of Coalition Members, community partners and volunteer residents. Proposals will be scored in the following categories, with a maximum possible score of 100 points. The final scoring of each proposal will be at the exclusive discretion of the RFP Committee.

|  |  |  |
| --- | --- | --- |
| **Subject** | **Description** | **Top Score****Possible** |
| System Quality | Evaluates the quality and performance of the proposed equipment including panels, inverters, racking systems, and batteries. Panels should be Tier 1 according to Bloomberg New Energy Finance Corporation, have efficiencies greater than 17% and be rated for wind loads up to 150 mph.  | 20 |
| Pricing | Assesses the proposed tier prices for base turn-key solar PV systems provided by the respondent and ranks them competitively. Project “Adders” should be reasonably priced when compared with market rates. Additional consideration will be given to the extent bulk-purchasing of “adder” materials such as battery storage and EVSEs are provided. Respondents are encouraged to show a tiered-pricing, bulk-purchasing schedule for adder materials in Attachment D where possible. | 20 |
| System and Workmanship Warranty | Evaluates the equipment warranty of the proposed panels and inverters along with the proposed workmanship warranty provided by the Contractor. Panels require a 25 year power warranty with 80% of nameplate power by year 25. Inverters require a warranty of at least 15 years for microinverters and 10 year for string inverters, however longer inverter warranty periods will be viewed favorably. The contractor workmanship warranty must be at least five-year, however longer workmanship warranty periods will be viewed favorably. | 15 |
| Contractor Experience, Implementation Plan | Evaluates the respondent based upon their number of years in business, the quality and experience of the proposed project team, the number and size of projects previously completed. Assesses the respondent’s proposed plan for tracking leads, handling project volume including supply chain related issues, customer service, proposed timeline from site evaluation to contract to installation, and their ability to handle projects within HOAs and historic districts.  | 15 |
| Minority Participation and Hiring | Lifting up minority and at-risk communities is central to this program. Tell us if you have minority ownership, staff, and/or contractors and include a range of what your hiring needs may be to fulfill the terms of this RFP. Given this commitment to equity, indicate if your ownership/staff are willing to collaborate with Solarize Gwinnett coalition members and local efforts to promote clean energy jobs in the Project Area. | 10 |
| Financing | Assesses Contractor’s ability to offer financing options to program participants including inclusive financing options for the low-income community.  | 10 |
| Local Preference | With a goal of supporting the local solar industry, preference will be given to firms based in the Project Area. If no applying firms are located in the Project Area, preference will be given to firms located in the state of Georgia. | 2.5 |
| Innovative Concepts | Assesses the level of innovation the respondent proposes as a part of the core project and as additional items of value for customers to consider. Innovative ideas may be associated with creative use of outdoor spaces, energy efficiency solutions, solutions for low-income communities, early-bird bonus for early signups, equipment upgrades, incentives for early adopters, support for the community project, and models for financing or leasing equipment to low-income communities as a part of the project. | 2.5 |
| Community Project | Evaluate the ingenuity, level of commitment (i.e., monetary contribution), and services the respondent proposes for a project to support the nonprofit community.  | 2.5 |
| Marketing Plan | Assesses the respondent’s ability to support education and marketing efforts associated with the project.This should be evaluated on the quality of the promotional materials and the level of support offered for the educational and promotional portions of this project.  | 2.5 |

# **VI. PROPOSAL FORMAT AND REQUIREMENTS**

The Core Proposal must be submitted as a single PDF document. Each page must be numbered and include the company’s name. Clearly label each of the subsections outlined below:

1. Cover Letter
	1. Include cover letter (one page) signed by authorized company representative on company letterhead. The cover letter should summarize highlights, key features, and distinguishing points of the proposal, as well as any unique problems identified and proposed solutions.

## Company and Project Team Experience

* 1. Description of the bidding Contractor: Highlight relevant experience, skills, and capabilities necessary to undertake a Solarize campaign, including, but not limited to, number of systems, and kW capacity installed in each of the last 3 years, how long the company has been in business, ability to handle a large number of leads and projects over a short timeframe. Do not repeat information provided in [**Attachment A**](#3rdcrjn).
	2. Identify all members of the project team, including, but not limited to, sub-Contractors and/or partners assisting in project financing, participant service, outreach, and project installations. Include a brief description of each member’s experience and role. Include an organization chart of your company and the project teams.
	3. Identify ability to hire from within the Project Area. This includes current job openings, apprenticeships, or training programs offered by Contractor and any partnerships with schools or programs in the Project Area.

## Program Implementation Plan

* 1. Outline the intake process for participant leads; method for screening sites and follow-up with those participants; and data tracking systems for leads, participants and installations.
	2. Describe a plan for ensuring that Contractor has adequate capacity to accommodate the anticipated increase in volume of leads, including initial contact with participants, site visits, follow-up visits, outreach events, and installations. Estimate the number of residential and small commercial solar PV projects the Contractor could reasonably complete on a monthly basis. Describe a contingency plan if outreach results in a workload exceeding the Contractor’s expectations and staff capacity.
	3. The plan should include an anticipated installation schedule based on your expectations for the Solarize Gwinnett campaign and the Contractor’s strategy for completing installations **no later than 120 days** after contract approval for each participant. For these estimates, an average system size of 5kW may be used. Include an assessment of the firm’s upper limit of capacity for site assessments and installations within a given time period. Provide information about how many site assessments and quotes the firm can perform on a weekly basis. Include details outlining the number, size and types of systems per set time period that your firm or subcontractors are capable of installing, and what factors are accounted for in these estimates.
	4. Describe the internal quality assurance process for the solar PV equipment and installations, including any Contractor warranties on equipment installed and/or labor. Manufacturers’ warranties for equipment components should be listed in [**Attachment C**](#35nkun2), Equipment Specifications.
	5. Describe the operation and maintenance agreement that will be offered to participants, and describe the provisions to address scheduled and corrective maintenance, system monitoring and communications protocols, as well as associated participant costs for each, if applicable.

## Participant Experience

* 1. Describe the process a participant will experience from inception as a lead to project completion or determination that the participant site is not viable for solar. Please include:
		1. All aspects of participant experience, including site evaluation, securing of any financing or leasing or PPA agreement arrangements, installation, and any follow-up;
		2. Information on quality assurances to participants and examples that might indicate exemplary participant experience;
		3. Expected timeline for the average participant from evaluation to installation; and
		4. Customer service practices and communication strategies with customers.

## Partnering and Sub-Contracting with Other Contractors (if applicable)

* 1. Bidding contractors may choose to partner or subcontract with other contractors to diversify and strengthen their bid and avoid strains in capacity.
	2. If bidding contractor chooses to do so, it must specify the name of the company and the relationship that exists between the companies.
	3. The partnering or subcontracting firm must meet the same threshold eligibility criteria as stated in [**Section IV**](#3znysh7) of this document.
		1. In addition, the bidding contractor must disclose the relationship and obtain approval in advance from Solarize Gwinnett.

## Offerings for Homes Where Fixed Solar PV Is Not Feasible

* 1. Solarize Gwinnett aims to help guide participants unable or uninterested in moving forward with a fixed solar installation toward other energy-related resources, and reduced environmental footprint, such as portable solar/battery systems, home energy audits, weatherization, insulation, roofing, more efficient electrical use and appliances, and/or other clean energy products.
	2. Explain how you might be able to support this aspect of the project.
	3. This effort may include existing relationships with other energy service companies, or in-house expertise related to other energy services.

## Supply Chain and other Unique Challenges

* 1. Supply Chain: Solarize Gwinnett understands the solar industry continues to face challenges related to supply chain of key components and materials. As it pertains to solar modules and other key components, securing the anticipated capacity at the proposed price is critical to the success of the campaign. Should there be an unforeseen situation in which a change to a key component is required, a change order procedure will be included in the Selected Contractor(s) agreement. Please include in your bid a contingency plan to avoid supply chain related issues where a key component change order would be required.
	2. Unique Challenges: Identify areas or tasks that might result in delays or extensions of the anticipated program schedule. Examples of unique challenges may include, but are not limited to: COVID-19 social distancing practices or property located within an HOA or historic district. Please describe unique challenges perceived by the Contractor and proposed solutions.

## Outreach and Marketing Strategy

* 1. In addition to Solarize Gwinnett outreach efforts described above, bidding contractors should describe additional ways to expand the number of residential and commercial solar PV projects. Include ideas about leveraging outreach to generate strong leads.
	2. Identify any potential community partners that might assist in deploying or enhancing the marketing strategy.
	3. If applicable, cite specific examples of marketing services that will be provided, items or marketing materials that will be offered by the Contractor (i.e., signs, flyers, direct mail, videos featuring participants, etc.) or Contractor funding/resources that will be allocated to complement and support Solarize Gwinnett’s efforts or to produce these marketing materials.

## Financing Options

* 1. Solarize Gwinnett will be working with financing partners to identify and clearly communicate financing options available to participants.
		1. All findings and related material regarding financing for solar will be publicly available.
	2. Bidding contractors must describe all residential and commercial financing options available to Solarize Gwinnett participants.
		1. Include existing relationships with banks or financial institutions, third party owned lease/PPA and any other access to financing tools and products.
		2. Describe any mechanisms for financing that you know of which you have recommended or could recommend to participants.
	3. Do not duplicate information provided in [**Attachment B**](#lnxbz9).
1. Price Structure
	1. *Tiered Pricing Schedules*
		1. Residential tiered pricing.
			1. In [**Attachment B**](#lnxbz9), provide a dollar per watt ($/W) installed price for **residential solar PV systems** that will decrease by tier levels as the total amount of aggregate capacity from signed contracts increases.
			2. During the Solarize Gwinnett campaign period, all participants benefit from reaching the highest Tier (lowest price), regardless of when they signed a contract. Participants who sign a contract at a higher-priced tier will receive a rebate check from the Selected Contractor(s) once the final tier is determined.
		2. Commercial tiered pricing.
			1. In [**Attachment B**](#lnxbz9), provide a dollar per watt ($/W) installed price for **commercial solar PV systems** that will decrease by tier levels as the total amount of aggregate capacity from signed contracts increases.
			2. During the Solarize Gwinnett campaign period, all participants benefit from reaching the highest Tier (lowest price), regardless of when they signed the contract for solar. Participants who sign a contract at a higher-priced tier will receive a rebate check from the Selected Contractor(s) once the final tier is determined.
	2. *Lease/SEPA Contracts*
		1. If the Contractor opts to offer a Lease/PPA model, they must provide a base dollar per kilowatt hour ($/kWh) Lease/PPA price (Purchase Price) that will decrease by defined tier levels as the total contracted capacity within the community increases.
		2. The Lease/PPA contract must include a “not to exceed” lease payment or PPA payment that is applicable until the Solarize Gwinnett campaign concludes.
		3. This provision includes any extensions or date modifications implemented if agreed to by all Solarize Gwinnett campaign participants.
		4. At the conclusion of the campaign, all Solarize participants will be notified of the final Purchase Price, based on the final pricing Tier achieved.
	3. *Increased Pricing Factors*
		1. Features of certain installations will result in higher costs. Contractor must outline specific electrical, mechanical, and structural equipment as well as site or labor features that will result in greater costs by completing the “Increased Pricing Factors” in [**Attachment D**](#1ksv4uv).
		2. Throughout the Solarize Gwinnett campaign, Contractor will be responsible for clearly identifying individual projects that trigger additional pricing and include this information in their proposal to participants.
		3. For property located within a historical district or listed as a historic place, a flat fee of $200 can be included to cover the design review process.
	4. *Adders*
		1. Provide a list of additional system features in [**Attachment D**](#1ksv4uv) otherwise known as “adders,” along with associated costs of such features, which may be preferred by the participant and would affect the final project cost.
		2. Examples of adders can be equipment upgrades, energy storage, home energy monitoring, etc.
		3. Campaign research shows that more residents are interested in accessory items such as battery storage and EVSE equipment.
		4. Respondents to this RFP are therefore encouraged to show a tiered-pricing, bulk-purchasing schedule for adder materials in [**Attachment D**](#1ksv4uv) where possible. If tiered-pricing for adder materials is not possible, please explain why.
2. Community Project

Solarize Gwinnett will seek to identify a local nonprofit for a charitable community project for this campaign in which the Contractor is expected to contribute.

* 1. Describe how the Contractor will contribute to the community project.
		1. These contributions might include: designating a percentage of Solarize Gwinnett gross revenues, utilizing contract workers from the Project Area, discounting installation fees, and/or providing a demonstration project on a nonprofit’s property.
	2. This item will be evaluated on an innovative approach and total commitment proposed by the Contractor.
1. Low- and Moderate-Income Program
	1. Solarize Gwinnett will include a program to subsidize the cost of solar energy and help reduce the energy burden for low-income and moderate income (LMI) residents. The Selected Contractor(s) can expect additional installations as a result of this effort.
	2. LMI households are often energy inefficient so this portion of the program may require energy efficiency measures such as weatherization and insulation to be taken in conjunction with a solar installation.
	3. Preference will be given to contractors that are prepared to offer energy efficiency evaluation and offer measures for customer consideration when appropriate whether it be internally or through a subcontractor as part of the Community Project.
2. Under-served Population Participation, and Green Jobs
	1. Lifting up under-served and at-risk communities is central to this program.
		1. Tell us if you have minority ownership, staff, and/or contractors and include a range of what your hiring needs may be to fulfill the terms of this RFP.
	2. Given this commitment to equity, indicate if your ownership/staff are willing to collaborate with Solarize Gwinnett coalition members and local efforts to promote clean energy jobs in the Project Area.
3. Workforce Development
	1. The Contractor will work with the Coalition Members to provide internship/apprenticeship opportunities to qualified applicants.
		1. Examples of internship activities include site assessment, system design, system installation, project management, etc.

## **VII. STANDARD SYSTEM SPECIFICATIONS**

Use [**Attachment C**](#35nkun2) to identify standard system specifications for equipment that will be used for Solarize Gwinnett installations. Specifications listed in this section are listed with the intent of establishing a standard for baseline performance, which Solarize Gwinnett has made best efforts to outline for the purposes of pricing.

The Selected Contractor(s) remains fully responsible to meet all applicable local, state, federal and other codes, as well as applicable industry standards and best practices. In your proposal, include a narrative describing the merits of the proposed equipment and outline a contingency plan should any equipment become unavailable, e.g., due to circumstances such as a plant closure or more demand than available product. Solarize Gwinnett is interested in high quality as well as cost-competitive equipment.

1. Photovoltaic Panels
	1. All panels must have a Tier 1 ranking as defined by Bloomberg New Energy Finance Corporation and have at least a 25 year power warranty with: specified performance degradation curve showing acceptable levels of performance or replacement and show achievement of a minimum of 80% of the nameplate rated power at STC by year 25: and PTC/STC ratio greater than 0.9, having no negative PTolerance. PTolerance may be positive or zero for both the positive and negative tolerance ratings. Independent of the mounting systems, panels must be rated for snow and wind load up to 5400 PA. Panels should have efficiencies of no less than 17%, for the base price, and for the Premium Efficiency Alternative Price, please specify a panel substantially higher efficiency, which may be used for situations with space limitations.
2. Inverters
	1. Residential inverters may be microinverters or string inverters with panel-level optimization capabilities. Residential and commercial inverters should be **revenue grade meter capable** and pricing for additional equipment and installation required to enable revenue grade meter capability should be reflected in Attachment B. Inverter warranties shall be at minimum 15 years for microinverters, and 10 years for string inverters; however, longer warranties will be viewed favorably.
3. Racking
	1. Roof: Pre-engineered roof racking systems must be at minimum in accordance with Gwinnett Building Codes.
		1. Current adopted codes in the project area include: International Building Code (2015), National Electrical Code (2015), International Residential Code (2015), International Fire Code (2015), International Mechanical Code (2015), and International Energy Conservation Code (2009).
	2. Ground: Pre-engineered ground mount racking systems at minimum, compliance with UL 2703 or 2703 certified.

## **VIII. PARTICIPANT PROPOSAL AND CONTRACT SAMPLES** (Provided in a PDF file)

1. Proposal/Estimate
	1. Sample of typical participant proposal/estimate, showing system size, project energy production, and expected financial savings. Participant proposals must clearly state all assumptions, including utility price and utility price escalator.
2. Purchase Contract
	1. Sample of typical residential and commercial participant contracts. For the Solarize Gwinnett campaign, Contractors will be requested to show estimated savings to the participant gained by participation in the campaign. Include a section explaining how the final price will be adjusted for all participants when the final pricing tier is determined at the end of the campaign.
3. Lease/PPA Contract
	1. If applicable, Contractor’s direct purchase contract and/or power purchase agreement (“PPA”) or lease agreement with the participant, specifying all terms and conditions for a participant under the Solarize Campaign.

**IX.** **PROGRAM ADMINISTRATION AND PLATFORM SERVICE FEE**

1. The Selected Contractor(s) will pay Solar Crowdsource the following fees of all gross contract amounts for solarize program administration, services, and platform:
	1. *Residential: 5%*
	2. *Commercial up to 100kW: 4%*
	3. *Commercial over 100kW: 3%*
2. This fee-for-service will be required for all contracts signed as part of the Solarize Gwinnett campaign and contracts signed for locations outside the Project Area but given Solarize Gwinnett pricing.
3. The Selected Contractor(s) is not required to provide Solarize Gwinnett pricing for participants outside of the Project Area or non-Solarize designated equipment, such as ground mounted or large commercial systems, but will be expected to pay the aforementioned fee-for-service should these participants originate through the Solarize Gwinnett campaign.
4. This fee-for-service will be payable to Solar Crowdsource upon the first draw payment of each contract. Solar Crowdsource will invoice the Selected Contractor(s) monthly.

**X. GENERAL PROVISIONS**

1. Indemnification
	1. Selected Contractor(s) will protect, indemnify and hold harmless Solarize Gwinnett, its Coalition Members, directors, officers, board, trustees, employees, volunteers, agents and/or representatives from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, expert and attorney fees and expenses) imposed upon, incurred by or asserted against Solarize Gwinnett resulting from, arising out of or relating to the Selected Contractor(s)’ work under contracts entered into as part of the Solarize Gwinnett campaign.
	2. The obligations of the Selected Contractor(s) under this paragraph will survive the expiration or termination of the Solarize Gwinnett program.

## Insurance

* 1. For the duration of the Solarize Gwinnett campaign, the Selected Contractor(s) shall maintain standard insurance policies for Workers Compensation ($1,000,000 per accident) and Commercial General Liability ($2,000,000 per occurrence). All coverage maintained by Selected Contractor(s) shall be primary to any insurance coverage carried by Participant, shall contain waivers of subrogation, and shall not be amended or terminated without notice to Participant. Proof of this coverage will be provided by the Selected Contractor(s).

## Limitation of Liability

* 1. Solarize Gwinnett its partners, affiliates, agents, officers, directors, employees, volunteers, successors and/or assigns shall not be liable to the Selected Contractor(s) for any special, indirect, incidental, consequential, punitive, or exemplary damages of any kind whatsoever, whether based on contract, warranty, tort (including negligence or statutory liability), or otherwise.
1. Non-discrimination
	1. The Selected Contractor(s) agrees and warrants that they will not discriminate or permit discrimination against any person or group of persons in any manner prohibited by the laws of the United States and Georgia.

## Waiver Authority

* 1. Solarize Gwinnett reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to modify the anticipated timeline, to request modifications of the proposal, to accept or reject any or all proposals received, and/or to cancel all or part of this RFP at any time prior to Contractor selection.

## Confidentiality Statement

* 1. Proposal documents are not generally considered to be a matter of public record.
	2. Solarize Gwinnett will endeavor to keep information confidential if the Contractor marks the subject information as confidential, provided that the confidential information was not publicly known and made generally available in the public domain prior to disclosure hereunder or becomes publicly known and made generally available after disclosure hereunder.

## Disclaimer

* 1. This RFP does not commit Solarize Gwinnett to award any contracts, funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies.
	2. Solarize Gwinnett reserves the right to accept or reject any or all proposals received, intervene and remove lead Contractor and/or partnering firm, negotiate with all qualified bidders, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in the best interests of the community.

## Contractor Responsibilities

* 1. The Selected Contractor(s) will have the following responsibilities, and, by submitting a proposal under this RFP, agrees to be bound by these responsibilities.
	2. The Selected Contractor(s) will provide technical expertise, free site evaluations, financing options/support, and turnkey installation services for eligible participants.
	3. The Selected Contractor(s) will also track leads and contracts and collaborate with Solarize Gwinnett on outreach strategy.
	4. The Selected Contractor(s) will provide status information for all leads and participants in a bi-weekly progress report.
	5. **All participant contact information acquired as part of the Solarize Gwinnett campaign can be used by the Selected Contractor(s) only for the Solarize Gwinnett campaign and not for any other purposes or disclosed to a third party.**
	6. Installations will be carried out by the Selected Contractor(s) in accordance with all applicable laws and codes, interconnection requirements for net-metered installations and existing rules and timelines for each participant contract.
	7. The Selected Contractor(s) will be responsible for securing all required permits, completing and submitting incentive applications (if applicable), and scheduling and passing all jurisdictional inspections.
	8. Solarize Gwinnett will arrange for Selected Contractor(s) to meet with the jurisdictions having authority prior to finalizing any participant contract to ensure local permitting and inspection requirements are known and that Selected Contractor(s) is in compliance with local code.
	9. The Selected Contractor(s) will provide guidance and assistance to each participant with completing an interconnection agreement with their utility, and provide coordination with the utility.
		1. These services are to be included in the per-watt cost under the tiered or flat rate price structure proposed.

**[End of Main RFP document; See Attachments Below]**

**Thank you for your interest in Solarize Gwinnett**

**Contact Solarize Gwinnett:**

**all RFP related questions must be emailed to** **admin@solarizegwinnett.com**

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**ATTACHMENT A: CONTRACTOR PROFILE**

|  |
| --- |
| Contact Information |
| Name of Contractor (EPC Firm) |  |
| Address |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone | (office)(cell) |
| Contact Email |  |
| Company Website |  |

|  |
| --- |
| Contractor Profile |
| Experience with residential installations |  |
| Experience with commercial installations |  |
| Number of years in operation  |  |
| Number of installations | Residential |  |
| Commercial |  |
| Number of installations in the project area (specify type, size and location) |  |
| Employee Information | # of full-time employees |  |
| # of part-time employees |  |
| Total # employees |  |
| # of employees located in Project Area |  |
| # of NABCEP Certifications (specify type) |  |
| References |
| Residential | 1 |  |
| 2 |  |
| 3 |  |
| Commercial | 1 |  |
| 2 |  |
| 3 |  |

|  |
| --- |
| Financing Partners (specify if loan or lease/SEPA) |
| Residential | 1 |  |
| 2 |  |
| 3 |  |
| Commercial | 1 |  |
| 2 |  |
| 3 |  |

|  |
| --- |
| Licenses & Certifications |
| Licenses (contractor and electrical) |  |
| Certifications (NABCEP or otherwise) |  |
| Other |  |

**ATTACHMENT B: PRICING PROPOSAL**

Name of Contractor:

Instructions: The total number of installed nameplate kilowatts (kW) in each tier bracket represents the total amount for all signed contracts at the end of the Solarize Gwinnett campaign. Do not differentiate price according to system size. Any variation in $/W installed cost resulting from variations in system size may be defined under Attachment D. Guideline for price structure:

* As the total number of signed installation contracts increases and moves from one tier to the next, the Contractor’s proposed cost per watt pricing should decrease.
* Pricing proposals should include total turnkey installation price, which includes system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price should be independent of any tax credits or incentives available to the customers.
* Pricing should include Solar Crowdsource’s administration/platform fee as indicated in Section IX. A. of the RFP document.

|  |
| --- |
|  Residential Pricing Structure(must be aggregate bulk-purchase pricing) |
| Tier | Purchase Price(per watt) | Purchase Price w/ Revenue Grade Meter(per watt) | SEPA Price |
| $/kWh | Annual escalator(%/yr) |
| 1 | 50kW |  |  |  |  |
| 2 | >51-100kW |  |  |  |  |
| 3 | >101-150kW |  |  |  |  |
| 4 | >151-200kW |  |  |  |  |
| 5 | >201-250kW |  |  |  |  |
| 6 | >251-300kW |  |  |  |  |
| 7 | >301-350kW |  |  |  |  |
| 8 | >351-400kW+ |  |  |  |  |
| Commercial Pricing Structure \* (may be aggregate bulk-purchase or flat system size pricing) |
| Tier | Purchase Price(per watt) | Purchase Price w/ Revenue Grade Meter(per watt) | SEPA Price |
| $/kWh | Annual escalator(%/yr) |
| 1 | 50kW |  |  |  |  |
| 2 | >50-100kW |  |  |  |  |
| 3 | >100-150kW |  |  |  |  |
| 4 | >150-200kW |  |  |  |  |
| 5 | >200-250kW |  |  |  |  |
| 6 | >250-300kW |  |  |  |  |
| 7 | >300-350kW |  |  |  |  |
| 8 | >350-400kW+ |  |  |  |  |

**\*If bidding for both residential and commercial applications, please indicate whether commercial project capacity will apply to residential capacity for tier pricing.**

**ATTACHMENT C: EQUIPMENT SPECIFICATIONS**

Name of Contractor:

Instructions: Information provided on this worksheet pertains to the standard equipment that will be offered with the Tier Pricing Proposal. (Equipment or procedures that will add to the price of the standard tiered pricing should be included on Attachment D).

|  |
| --- |
| Standard PV System Equipment\* |
| Solar Modules | Brand |  |
| Wattage |  |
| Efficiency |  |
| Production Warranty |  |
| Equipment Warranty |  |
| Country of Origin |  |
| Micro Invertersand/or Optimizer(Please specify revenue grade components included) | Brand |  |
| Wattage |  |
| Voltage |  |
| Warranty |  |
| Country of Origin |  |
| String Inverters(Please specify revenue grade components included) | Brand |  |
| Wattage |  |
| Voltage |  |
| Warranty |  |
| Country of Origin |  |
| Racking | Roof |  |
| Ground |  |
| Monitoring System |  |
| Other Equipment Options (specify) |  |
| Other Equipment Options (specify) |  |
| Other Equipment Options (specify) |  |

\*If needed, provide any additional information on a separate piece of paper.

**ATTACHMENT D: ADDITIONAL COST FACTORS AND PRICE ADDERS**

Name of Contractor:

Instructions for Additional Cost Factors: Outline below any Additional Cost Factors and Price Adders that may increase the base pricing proposal in [**Attachment B**](#lnxbz9). Additional Cost Factors include costs from the Contractor excluding any potential costs related to services already provided by the Contractor (e.g. tree removal, additional electrical work, or structural reinforcement of rafters). If an Additional Cost Factor involving a service not provided by the Contractor is listed in the table below, please note this under “description of work” and leave cost fields blank. For factors involving additional costs from the Contractor, please indicate increased cost as $/W or $/kWh wherever possible. A flat cost is also acceptable if appropriate. If a cost estimate is impractical, please briefly indicate why and provide an estimated range of total added cost. If needed, provide any additional information on a separate piece of paper.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Additional Cost Factors\* | For Purchase: Increased Cost (per/watt) | For Lease/SEPA:Increased Cost(per/kWh) | Flat Rate | Description |
| Roof  | Standing seam |  |  |  |  |
| Ballast mount |  |  |  |  |
| Other |  |  |  |  |
| Other |  |  |  |  |
| Roof Slope |  |  |  |  |
| Roof Height |  |  |  |  |
| Structural Review |  |  |  |  |
| Ground Mount |  |  |  |  |
| Car Canopy/Shade Structure |  |  |  |  |
| Electrical | Panel Upgrade |  |  |  |  |
| Sub-panel |  |  |  |  |
| Meter upgrade/change |  |  |  |  |
| Conduit |  |  |  |  |
| DC Dis-connect |  |  |  |  |
| Other (i.e. tree removal, structural reinforcement, etc) |  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\* Please use additional sheet for more Additional Cost Factors if needed.

Instructions for Price Adders: Outline below any Price Adders offered by the Contractor not included in the base pricing proposal in [**Attachment B**](#lnxbz9). Price Adders include extras and options from the Contractor excluding any potential costs related to services already provided by the Contractor (e.g. equipment upgrades, battery storage, EVSE, etc.). If a Price Adder involving a service not offered by the Contractor is listed in the table below, please note this under “description of work” and leave cost fields blank. Represent Price Adders that can be calculated as $/W or $/kWh wherever possible. A flat fee Price Adder is also acceptable if appropriate. If a Price Adder amount is impractical, please briefly indicate why and provide an estimated range of total cost.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Price Adders\* | For Purchase: Increased Cost (per/watt) | For Lease/SEPA:Increased Cost(per/kWh) | Flat Rate | Description |
| Equipment Upgrades | Panels |  |  |  |  |
| Inverters |  |  |  |  |
| Racking |  |  |  |  |
| Other |  |  |  |  |
| Battery Storage |  |  |  |  |
| Electric Vehicle Charging Station |  |  |  |  |
| Energy Management |  |  |  |  |
| Other |  |  |  |  |
| Other |  |  |  |  |
| Energy Efficiency Upgrades | LED Lighting |  |  |  |  |
| Weatherizing |  |  |  |  |
| Thermostat Upgrade |  |  |  |  |
| Other |  |  |  |  |
| Other |  |  |  |  |
| Other Adders |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\* Please use additional sheet for more Adders if needed.

|  |
| --- |
| Price Adder equipment (i.e., battery storage):  |
| Tier(# of units, kW, or other) | **Purchase Price** |
|
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |

**Optional: Tiered pricing for Price Adders**. Solarize Gwinnett encourages leveraging bulk-purchasing and economies of scale to reduce the cost of Price Adders. The below tables allow for the tiered-pricing of Price Adder materials including but not limited to battery storage and EVSEs. If the bulk-purchase of Price Adder materials is possible, please complete the table below by naming the equipment, the quantifying metric, and the purchase price per price tier. Use your own discretion to complete the number of tiers possible. Please refer to **Section VI. J. 1**. of the RFP for reference to this section.

|  |
| --- |
| Price Adder equipment (i.e., battery storage):  |
| Tier(# of units, kW, or other) | **Purchase Price** |
|
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |

**ATTACHMENT E: PRO FORMA PROPOSAL AND CONTRACT**

(include a sample of your residential proposal and contract here)

Name of Contractor:

 **ATTACHMENT F: FEDERAL PROVISIONS AND REQUIREMENTS**

#

# **Federal Contract Provisions: if federal funds are used by participating communities as part of the low- and moderate-income component of this campaign, these Federal Provisions and Requirements will apply.**

1. Access to Records and Record Retainage

2. Age Discrimination Act of 1975

3. Americans with Disabilities Act of 1990

4. Byrd Anti-Lobbying Amendment

5. Civil Rights Act of 1964 – Title VI

6. Civil Rights Act of 1968

7. Clean Water Act

8. Conflict of Interest Provisions

9. Contract Work Hours and Safety Standards

10. Copeland “Anti-Kickback” Act

11. Davis-Bacon Act

12. Debarment and Suspension

13. Domestic Procurement Preference

14. Drug-Free Workplace Regulations

15. Education Amendments of 1972

16. Energy Policy and Conservation Act

17. Environmental reviews/assessments

18. Equal Employment Opportunity

19. Fly America Act of 1974

20. Hotel and Motel Fire Safety Act of 1990

21. Limited English Proficiency

22. Patents and Intellectual Property Rights

23. Procurement of Recovered Materials

24. Rehabilitation Act of 1973

25. Remedies

26. Rights to Inventions Made Under a Contract or Agreement

27. Telecommunications Huawei / ZTE Ban

28. Termination

29. Terrorist Financing

30. Trafficking Victims Protection Act of 2000

31. Universal Identifier and System of Award (SAM)

32. USA Patriot Act of 2001

33. Whistleblower Protection Act

1. **Access to Records and Record Retainage**. In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Participating communities, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

2. **Age Discrimination Act of 1975**. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

3. **Americans with Disabilities Act of 1990**. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

4. **Byrd Anti-Lobbying Amendment**. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **Civil Rights Act of 1964 – Title VI**. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).**  All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed $150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** All contracts awarded on behalf of the County in excess of $100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Copeland “Anti-Kickback” Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the with the Copeland ‘‘Anti- Kickback’’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ‘‘Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’’). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Participating Gwinnett communities must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. See Attachment G herein. Participating communities must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating communities must report all suspected or reported violations to the Federal awarding agency.

12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub- consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, Participating communities, should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub- consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

24. **Rehabilitation Act of 1973**. All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Section 504of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and Participating communities in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

28. **Termination.** All contracts shall contain suitable provisions for termination by Participating communities, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of $10,000 must address termination for cause and for convenience by Participating communities, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200(B)](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200#p-Appendix-II-to-Part-200(B)).

29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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1. Commercial applications include all non-residential applications including but not limited to nonprofit, industrial, and institutional applications. [↑](#footnote-ref-1)
2. Bidding contractors may partner or subcontract with other Engineering, Procurement, and Construction firms subject to Section VI. E. of this request for proposal. [↑](#footnote-ref-2)