

**REQUEST FOR PROPOSALS
FOR
SOLAR ELECTRICITY PROJECT
with Parking Shade
Structures, New Spray
Polyurethane Foam Roof
Application, and Retrofit of
Electric Vehicle Charging
Stations**

Issued by: San Joaquin Valley Air Pollution Control District
1990 E. Gettysburg Avenue
Fresno, CA 93726

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Submit Proposals To:

Electronic (preferred): mario.orosco@valleyair.org

Hard Copy: San Joaquin Valley Air Pollution Control District
Attn: Mario Orosco – SOLAR Project RFP
1990 E. Gettysburg Avenue
Fresno, CA 93726

RFP Issued: July 27, 2026

Proposals Due: September 11, 2026, NO LATER THAN 5:00 P.M. Pacific Time

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1. OVERVIEW

1.1. Introduction

The purpose of this Request for Proposals (RFP) is to identify a qualified, experienced, and cost-effective contractor to design, permit, and construct a solar photovoltaic (PV) system on the San Joaquin Valley Air Pollution Control District's ("District") property at 1990 E. Gettysburg Avenue, Fresno, CA 93726. The project includes solar PV arrays, parking shade structures, retrofit of ten (10) Level 2 electric vehicle (EV) charging stations across three (3) District regional offices (Fresno, Bakersfield, and Modesto), and application of a new spray polyurethane foam roof at the District's Fresno office campus. The system is intended to offset the District campus' annual electric costs and provide surplus generation capacity to support future electrical needs.

The District intends to claim the federal clean electricity investment tax credit under Internal Revenue Code Section 48E for eligible portions of the Project and to receive the credit as an elective payment under Section 6417, as available to governmental entities. Under current federal law, the solar photovoltaic portions of the Project must be placed in service no later than December 31, 2027 to remain eligible for the credit. Completion of the solar PV scope by the Placed-in-Service Deadline established in this RFP is therefore a material requirement of the Project, and each proposer's demonstrated ability to meet that deadline will be a significant factor in the evaluation of proposals.

Proposers shall submit a single Base Proposal for a Solar PV system, together with a required, separately priced Additive Alternate for a Battery Energy Storage System (BESS). The Base Proposal shall consist of a complete solar PV system design. The BESS Additive Alternate shall be priced and characterized as an addition to that same base design; a separate or alternative array design is not required for the BESS Additive Alternate. Both the Base Proposal and the BESS Additive Alternate shall be designed and sized to maximize economic benefit to the District under the CPUC Net Billing Tariff (NEM 3.0).

Proposers shall price the BESS Additive Alternate on two bases: (i) concurrent award and construction with the solar PV scope, and (ii) deferred award and construction as a separate later phase. The District may award the BESS Additive Alternate concurrently, defer it, or decline it entirely, at its sole discretion.

Primary Evaluated Base Proposal. For evaluation and scoring purposes, the Primary Evaluated Base Proposal shall be the cash-purchase, Solar PV-only configuration, including the solar PV system, the parking shade structures, the new spray polyurethane foam roof at the Fresno campus, and the retrofit of ten (10) Level 2 EV charging stations at the Fresno, Bakersfield, and Modesto offices. All proposals will be scored against this common configuration. Identification of a Primary Evaluated Base Proposal is for evaluation and scoring purposes only and does not obligate the District to award all components or locations. The District's rights of partial award, deferral, and severability under Section 3.4 apply to all Project components, including the EV charging retrofit work at each location. The BESS Additive Alternate will be evaluated and scored separately as described in Section 3.3.

Interested solar project companies/contractors ("Proposer") are invited to submit comprehensive proposals addressing all the elements of the Project scope, including the solar PV system, parking shade structures, EV charging station retrofits, and the new spray polyurethane foam roof. Proposals received in response to this RFP will enable the District to evaluate clean energy solutions and engage in contract negotiations with the Contractor deemed most responsive and qualified.

1.2. About San Joaquin Valley Air Pollution Control District

The District is a public health agency whose mission is to improve the health and quality of life for all Valley residents through efficient, effective, and entrepreneurial air quality management strategies. Established as a special district under California law, the District serves the eight counties of California's Central Valley: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the San Joaquin Valley Air Basin portion of Kern County. More information is available at: <https://www.valleyair.org/>.

1.3. RFP Timeline

Below is a list of major milestone dates for this RFP process. The District reserves the right to adjust the schedule at its discretion.

Event	Target Dates
RFP Issued	July 27, 2026
Question and Answer Session / Walk-Through	August 11, 2026, 9:00-11:00 A.M.
Written Questions Due	August 21, 2026, 5:00 P.M.
District Responses	August 28, 2026
Proposals Must Be Received By	September 11, 2026, 5:00 P.M.
Anticipated Award and Contract Execution	October 2026 (target)
Contractual Placed-in-Service Milestone (Solar PV Scope)	November 30, 2027
Federal Placed-in-Service Deadline (Solar PV Scope)	December 31, 2027 (Internal Revenue Code Section 48E, as amended)

1.4. Defined Terms

As used in this RFP, "Proposer" means any firm submitting a proposal in response to this RFP, and "Contractor" means the Proposer to which the District awards a contract. Requirements stated as obligations of the Contractor describe obligations that will apply under the resulting agreement. Where this RFP requires information, documentation, or certifications to be submitted with a proposal, that requirement applies to each Proposer regardless of the term used. The terms "Company," "Respondent" and "system integrator," where used in this RFP, have the same meaning as "Proposer" or "Contractor" as the context requires.

2 SCOPE

2.1. Solar PV Project with Parking Shade Structures, Retrofit of Ten Level 2 EV Charging Stations, and New Spray Polyurethane Foam Roof

The District is seeking an experienced and reputable Contractor to design, engineer, permit, and construct a comprehensive solar PV project at its office campus located at 1990 E. Gettysburg Avenue, Fresno, CA 93726.

The selected Contractor shall provide a complete, turn-key solution, including energy modeling optimized for NEM 3.0, all required permits, utility interconnection, equipment,

materials, labor, commissioning, and staff training. Proposals shall clearly identify all proposed mounting configurations (rooftop, parking shade structure, ground-mount, or a combination thereof).

All work shall comply with applicable federal, state, and local laws, regulations, and codes, including but not limited to ADA accessibility requirements and California Building Code provisions related to accessible parking and electric vehicle charging infrastructure, including any required accessible EV charging spaces, striping, signage, and path-of-travel improvements.

The Project will include:

- Design and construction of solar arrays.
- Installation of parking shade structures.
- Retrofit of ten (10) Level 2 electric vehicle (EV) charging stations, as detailed below:
 - **Central Region Office** (1990 East Gettysburg Ave., Fresno, CA 93726):
Six (6) single-port Level 2 EV charging stations
 - **Northern Region Office** (4800 Enterprise Way, Modesto, CA 95356):
Two (2) single-port Level 2 EV charging stations
 - **Southern Region Office** (34946 Flyover Court, Bakersfield, CA 93308):
Two (2) single-port Level 2 EV charging stations
- Application of a new spray polyurethane foam roof.
- Battery Energy Storage System (BESS), as a required, separately priced Additive Alternate to the solar PV scope, priced for both concurrent and deferred construction.

The system is intended to offset approximately 90%–100% of the District’s annual electric consumption, while also providing additional capacity to support future electrical needs and increase the District’s use of clean, renewable energy.

The EV charging retrofit work at each District location is severable from the solar PV scope and may be awarded, sequenced, deferred, or performed as a separate phase at the District's sole discretion. Proposers shall design implementation schedules so that the solar PV scope is prioritized to meet the Placed-in-Service Milestone, with EV charging retrofit work staged accordingly.

2.2. Minimum Qualifications and Proposal Requirements

Proposals will be considered only from companies that can demonstrate the following:

1. Proposer must hold all required California contractor licenses and demonstrate the ability to perform the required services.
2. The qualified individual(s) assigned to the Project shall have significant experience in solar design and installation within the last five years in the State of California.
3. Demonstrated experience in the design, installation, or retrofit of electric vehicle (EV) charging stations.
4. Contractor and staff shall be knowledgeable of all applicable building codes, the Americans with Disabilities Act (ADA), and Facilities and Public Works Project requirements (including prevailing wage).

5. Ability to meet the schedule established by the San Joaquin Valley Air Pollution Control District.
6. Target Offset: Approximately 90%-100% of the District's annual electricity usage.
7. Placement of System: Building roof and northwest parking lot (including parking structure, if needed).
8. Purchase Option: All pricing shall be presented on a cash-purchase basis, with the District taking direct ownership of all installed property. Separate pricing shall be provided for each major Project component, each Project location, and each optional or alternate component, including the BESS Additive Alternate.
9. BESS Additive Alternate: Each proposal shall include a required, separately priced Battery Energy Storage System Additive Alternate meeting the informational and technical requirements of Section III and Attachment B. The BESS Additive Alternate shall be priced for both concurrent construction with the solar PV scope and deferred construction as a later phase, and shall not be embedded in or netted against Base Proposal pricing.
10. Construction management of entire Project.
11. Itemized proposal pricing with detailed cost breakdown, including separate line-item pricing for each major Project component, each project location, and each identified optional or alternative component. At a minimum, pricing shall be separately stated for: solar PV system; battery energy storage system (Additive Alternate); parking shade structures; spray polyurethane foam roof; EV charging retrofit work at the Fresno office; EV charging retrofit work at the Bakersfield office; EV charging retrofit work at the Modesto office; engineering and design; permitting; interconnection; trenching/conduit; panel or service upgrades; monitoring; commissioning; training; warranties; and any proposed operations and maintenance services.
12. Labor schedule with hourly rates for each staff position.
13. Solar panel specifications, including brand, model, and size/output.
14. Number of solar panels proposed.
15. Engineering, permitting, and fee costs included.
16. A Base Proposal that meets the minimum requirements of this RFP. A Proposer may also submit clearly labeled supplemental recommendations or innovative alternatives for the District's consideration, provided that a complete Base Proposal conforming to this RFP is submitted and fully priced. Supplemental alternatives will not substitute for the Base Proposal and will not be scored in its place. All pricing shall clearly identify which costs are mandatory, which are optional, and which are dependent upon award of other portions of the Project.
17. Software monitoring access compatible with mobile device platforms (Apple IOS & Android) and desktop/laptop Windows-based systems through native applications or browser-based functionality.
18. Severable Pricing and Award Structure: The proposal shall be structured so that the District may evaluate and, at its sole discretion, award all, some, or none of the requested work. Proposers shall identify any pricing assumptions, economies of scale, or dependencies associated with combined award of multiple Project components.
19. Partial Award Capability: Each proposer shall clearly state whether each Project component may be performed independently of the other components and shall identify any sequencing, design,

warranty, constructability, or operational issues that may arise if the District elects to proceed with only selected components of the Project.

20. Schedule of Values: Each proposal shall include a schedule of values allocating the total proposed price among the major Project components and subcomponents, sufficient to support District evaluation, contract negotiations, and any partial award or phased implementation.
21. A milestone schedule demonstrating that the solar PV scope will achieve utility Permission to Operate no later than November 30, 2027, identifying all long-lead equipment (including structural steel for parking shade structures, switchgear, transformers, and modules), the procurement strategy and lead time for each, permitting durations by jurisdiction, utility interconnection submission timing and assumed review durations, and available schedule float.
22. Demonstrated experience supporting governmental or tax-exempt entities in claiming federal energy tax credits through elective payment under Internal Revenue Code Section 6417, or an affirmative written commitment to provide the cost and equipment documentation described in Section 2.4.
23. Certification that all proposed modules, inverters, and any battery energy storage systems can be procured in compliance with federal prohibited foreign entity and material assistance requirements applicable to facilities beginning construction in 2026, including identification of proposed manufacturers and countries of manufacture.

2.3. Additional Project Information

The Contractor must provide proof of all required business and contractor certifications/licenses and shall comply with the equipment, construction, bonding, and insurance requirements set forth in **Attachments B and C** to this RFP. The Contractor will be responsible for preparing and submitting all documentation necessary for project permitting, construction, and interconnection agreements, in full compliance with all applicable laws, regulations, ordinances, and industry best practices.

2.4. Federal Investment Tax Credit Requirements

The District intends to seek the clean electricity investment tax credit under Internal Revenue Code Section 48E for eligible portions of the Project and to receive the credit as an elective payment under Section 6417. Each proposal shall address the following requirements, and the resulting agreement will include corresponding contractual obligations:

(a) Placed-in-Service Milestone. All solar PV generating property shall be fully installed, inspected, commissioned, interconnected, and authorized for parallel operation by the serving utility (Permission to Operate) no later than November 30, 2027, and in no event later than December 31, 2027. Time is of the essence with respect to this milestone. The Contractor shall prepare and submit the utility interconnection application no later than sixty (60) calendar days after the District's written authorization to proceed with design services, and shall diligently pursue utility approval thereafter.

If the District awards the BESS Additive Alternate for concurrent construction, the Contractor shall complete the BESS scope by the same November 30, 2027 milestone for project-coordination and operational purposes, regardless of whether a different federal tax-credit deadline may apply to energy storage property. The Contractor shall sequence the BESS scope, including any associated fire-code and Authority Having Jurisdiction review, so that it does not lie on the critical path to Permission to Operate for the solar PV scope. If the District defers the BESS Additive Alternate, the BESS completion date will be established at the time of that award.

(b) Equipment Sourcing. All solar modules, inverters, racking, and any battery energy storage equipment shall be sourced in compliance with the prohibited foreign entity and material assistance

cost ratio requirements of the Internal Revenue Code, as amended by Public Law 119-21, applicable to the taxable year in which construction of the applicable property is deemed to begin under federal law and Treasury guidance then in effect. Proposers are advised that the applicable prohibited foreign entity and material assistance cost ratio thresholds differ between solar generating property and energy storage property, and that thresholds may differ depending on the year construction begins. The Contractor shall separately identify and certify compliance for (i) solar modules, inverters, and racking, and (ii) any battery energy storage equipment. The District may approve equipment substitutions where reasonably necessary to maintain compliance with evolving prohibited foreign entity and material assistance requirements, provided the substituted equipment is equal or better in performance, warranty, and reliability, and provided any resulting cost impact is addressed by written change order.

(c) Tax Documentation and Cooperation. As a condition of final payment, the Contractor shall provide all documentation reasonably necessary for the District to complete Internal Revenue Service pre-filing registration and claim elective payment, including without limitation an itemized statement of credit-eligible cost basis by Project component, equipment and sourcing certifications, placed-in-service documentation (including inspection sign-offs and the utility's Permission to Operate letter), and such other supporting records as the District or its tax advisors may reasonably request.

(d) Non-Eligible Scope. Proposers are advised that the EV charging retrofit work and the spray polyurethane foam roof are not expected to constitute credit-eligible property and shall be priced severably as required elsewhere in this RFP. No federal tax benefit shall be assumed for the EV charging retrofit scope.

(e) Solar Priority; Staged Implementation. Achievement of the Placed-in-Service Milestone for the solar PV scope shall take scheduling priority over all other Project components. The District may, at its sole discretion, direct that design, permitting, procurement, and construction be staged so that the solar PV scope, including the spray polyurethane foam roof (which must precede or accompany installation of rooftop arrays) and the parking shade structures supporting mounted arrays, proceeds first. EV charging retrofit work and other non-eligible scope shall be scheduled, deferred, or performed concurrently only to the extent such work does not extend the solar PV critical path. Proposed schedules shall demonstrate that no EV charging or other non-solar Project component lies on the critical path to the Placed-in-Service Milestone, or shall identify and justify any unavoidable dependency, including any shared trenching, conduit, switchgear, or panel capacity between the EV charging retrofits and the solar PV or parking shade structure scope.

2.5. Bonding Requirements

The Contractor shall furnish the following bonds, each issued by a surety authorized to transact business in the State of California and otherwise acceptable to the District.

- Performance Bond. Within ten (10) calendar days following the District's Notice of Intent to Award, or prior to the execution of the Agreement, whichever occurs first, the Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price, guaranteeing faithful performance of all obligations under the Agreement.
- Payment Bond. Prior to commencement of any work, the Contractor shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, in accordance with California Civil Code section 9550.
- Cost of Bonds. All bond costs shall be included in the proposed price and shall be separately identified in the schedule of values. No separate payment will be made for bonds.
- Failure to Furnish Bonds. Failure to timely furnish the required bonds may result in withdrawal of

the award, and award to another contractor, at the District's sole discretion.

3. RESPONDING TO THIS RFP

Interested Proposers are encouraged to respond to this RFP with the requested information and documentation in accordance with the response deadline specified in **Section 1.3**. Prior to submitting a response, companies may submit written questions. Following receipt of all responses, the District's evaluation team will review and score proposals as described in this RFP.

3.1. Prior to Submission

Proposers may obtain additional information as follows:

- **Question-and-Answer Session/Walkthrough:** A Question and Answer session will be held for interested companies at the District's Fresno Office, on the date and time specified in **Section 1.3**. Attendance is not mandatory but is strongly encouraged, as District staff will be available to provide clarification and answer questions regarding the Project.
- **RFP Questions:** Written questions must be received no later than the Written Questions Due date specified in Section 1.3. Questions received after that date may not be answered. District responses will be issued in writing to all known recipients of this RFP and posted to the District's website. Only written addenda issued by the District shall modify this RFP; oral statements, including statements made at the walk-through, are not binding. Questions regarding this RFP shall be submitted via email provided on the cover page of this RFP with the subject line: "San Joaquin Valley Air District SOLAR Project RFP."

3.2. Proposal Submittal Date, Format, and Method

Full responses to this RFP must be received no later than the response deadline specified in **Section 1.3**.

Proposals must be submitted by one of the following methods:

- Electronically in PDF format as an email attachment to mario.orosco@valleyair.org (preferred); or
- In hard copy, delivered or mailed to: San Joaquin Valley Air Pollution Control District, Attn: Mario Orosco - SOLAR Project RFP, 1990 E. Gettysburg Avenue, Fresno, CA 93726. Hard copy submittals shall consist of one (1) clearly marked original and two (2) copies, together with one (1) electronic copy on USB drive.

The subject line of any electronic submission must read: "San Joaquin Valley Air District SOLAR Project RFP Response". Attachments exceeding 8 MB must be compressed (e.g., zipped) or divided into multiple PDF files, submitted via separate emails, and labeled sequentially (e.g., Volume I, Volume II, etc.) to ensure message delivery.

Proposals must be received by the District no later than the date and time specified in Section 1.3, regardless of method. Postmark or transmission time does not constitute receipt. Late proposals will not be considered.

A confirmation of receipt will be provided by the District within one (1) business day of submission. If confirmation is not received, the proposer must contact the District by sending a separate email to request confirmation or to resolve any file delivery issues.

All official notifications and communications regarding this RFP will be made via email or phone.

All costs associated with preparing and submitting a response to this RFP shall be borne by the Proposer.

3.3. Evaluation of Responses

Review of responses submitted to this RFP will be conducted by the District's evaluation team. Proposals will first be reviewed for completeness, responsiveness, and compliance with the requirements of this RFP. The District reserves the right to reject any proposal that is incomplete, contains materially false or misleading information, or materially fails to comply with the requirements of this RFP.

The District intends to evaluate proposals using a best-value methodology that considers qualifications, technical approach, lifecycle value, long-term reliability, and overall benefit to the District, and not solely lowest cost.

The evaluation team intends to evaluate responsive proposals using the following weighted criteria. The District reserves the right to consider any other factors identified elsewhere in this RFP that are determined to be in the District's best interest.

Evaluation Criteria	Description	Maximum Points
Pricing, Lifecycle Cost, and Overall Cost Effectiveness	Evaluation of total proposed project cost, lifecycle cost considerations, projected utility savings, pricing transparency, schedule of values, optional pricing, assumptions, and overall long-term economic cost effectiveness to the District.	25
Experience and Qualifications	Evaluation of the Contractor's organizational experience, qualifications of key personnel, successful completion of similar projects, experience with government/public agency projects, references, licensing, and demonstrated ability to successfully perform the work.	15
Technical Approach and Project Design	Evaluation of the overall quality, feasibility, completeness, maintainability, and performance of the proposed solar PV system, battery energy storage system Additive Alternate, parking shade structures, EV charging retrofit work, spray polyurethane foam roofing approach, and compliance with technical requirements of the RFP.	20
Project Schedule, Implementation Plan, and Placed-in-Service Assurance	Evaluation of the Contractor's project schedule, staffing plan, permitting approach, construction phasing, coordination strategy, and ability to minimize disruption to District operations. This criterion includes the credibility of the proposer's plan to achieve utility Permission to Operate for the solar PV scope no later than November 30, 2027, including long-lead equipment procurement strategy, interconnection timing, identified schedule float, and the proposer's track record of on-time completion on projects of similar scope.	20
Warranties, Reliability, and Long-Term Support	Evaluation of equipment warranties, workmanship warranties, monitoring systems, operations and maintenance support, responsiveness, service capabilities, and overall long-term reliability of the proposed systems and equipment.	10
Contract Terms and Proposal Responsiveness	Evaluation of the Contractor's willingness to accept the District's contract terms, clarity and completeness of the proposal, responsiveness to the RFP requirements, and identification of assumptions, exclusions, and pricing dependencies.	5

Sustainability and Value-Added Features	Additional consideration for value-added services, innovative design features, sustainability practices, Green Procurement Policies, workforce development practices, and other enhancements beneficial to the District.	5
	TOTAL MAXIMUM POINTS	100

Scoring of Alternates. Proposals will be scored against the Primary Evaluated Base Proposal identified in Section 1.1. The BESS Additive Alternate will be separately evaluated for technical adequacy, completeness of the required storage information set, and economic benefit to the District, and will inform the District's decision whether to award, defer, or decline the BESS scope. The District may consider the BESS Additive Alternate in determining overall best value, but a proposer's Base Proposal score shall not be increased or decreased solely by reason of the pricing of its BESS Additive Alternate.

The District may, at its sole discretion, request clarifications, supplemental information, interviews, presentations, product demonstrations, revised pricing, or best-and-final offers from one or more proposers. Any such interviews, demonstrations, or presentations may be separately scored and incorporated into the final evaluation results.

The District reserves the right to conduct independent investigations of proposer qualifications, including review of references, prior project performance, financial stability, litigation history, safety record, regulatory compliance, and ability to successfully perform the work contemplated by this RFP. If interviews or presentations are conducted, the District may revise the evaluation scores based upon the information presented.

The District reserves the right to:

- Reject any or all proposals;
- Waive informalities or minor irregularities in proposals received;
- Negotiate with one or more proposers;
- Award all, part, or none of the requested services;
- Issue one award or multiple awards; and
- Select the proposal(s) determined to be in the best interests of the District.

Selection of a proposer through this RFP process does not constitute a binding contract or obligation on the part of the District until a final agreement has been approved and fully executed by all authorized parties.

3.4. RFP Terms and Conditions

This RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Proposer.

Information received in response to this RFP will be used solely for evaluation of potential solar energy project developers. The District reserves the right to discontinue, amend, or modify the RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more proposers.

The District will not pay for any information requested herein, nor will it be liable for any costs incurred in the preparation of responses.

Public Records. Proposals submitted in response to this RFP may become public records subject to disclosure under the California Public Records Act (Government Code section 7920.000 et

seq.), unless exempt from disclosure by law. If a proposer believes that portions of its proposal contain trade secrets or confidential proprietary information, such portions shall be clearly identified and marked as "Confidential" together with the legal basis supporting nondisclosure. The District will endeavor to notify the proposer of any request for disclosure of marked information; however, the District does not guarantee confidentiality and shall make the final determination regarding disclosure in accordance with applicable law.

By submitting a proposal, the proposer acknowledges that the District may be required to disclose proposal materials pursuant to applicable law and agrees that the District shall not be liable for any disclosure made in good faith in response to a lawful public records request.

Based on Proposer responses, meetings may be scheduled between Contractor and the District in person and/or remotely to expedite the review, evaluation, and potential contract discussions.

Exclusive or concurrent negotiations may be conducted with one or more responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms, and price of a proposed development agreement.

Partial Award / Multiple Award / Severability. The District reserves the right, in its sole discretion, to award all, some, or none of the work described in this RFP; to award by component, by location, by phase, or by any combination the District determines to be in its best interest; to issue one award or multiple awards; and to remove, defer, or separately negotiate any portion of the scope of work, including without limitation the solar PV system, battery energy storage system, parking shade structures, roofing work, and EV charging retrofit work at one or more District locations. Submission of a proposal constitutes the proposer's acknowledgment and acceptance that the District may elect not to proceed with the Project as a single integrated award.

No Obligation to Award Entire Scope. Nothing in this RFP shall obligate the District to award the entire Project scope to a single Contractor or to proceed with every Project component described in this RFP. The District may select only those components, locations, or phases that it determines are in the best interests of the District, budgetarily feasible, or otherwise appropriate.

4. INFORMATION TO SUBMIT IN THE PROPOSAL

Proposals shall present one complete solar PV system design as the Base Proposal, together with a separately priced and separately described BESS Additive Alternate. Proposers shall not submit two independent system designs. The BESS Additive Alternate shall be presented as an addition to the Base Proposal design and shall include the storage information set required by Section III, the pricing required by Section IV, and a financial analysis showing the Project both with and without the BESS Additive Alternate.

Proposals shall be organized and priced in a manner that allows the District to evaluate the Project on both an integrated basis and a component-by-component basis. All pricing, assumptions, technical narratives, exclusions, and contract documents shall clearly distinguish between mandatory base scope, optional scope, alternate scope, and location-specific scope.

Proposers interested in this RFP should provide proposals with straightforward information that clearly communicates the information requested below.

The proposal shall describe products and/or services being offered by Proposer in order to meet the goals and areas of interest stated in this RFP. Each Proposer must clearly demonstrate how its products and/or services meet relevant industry standards and requirements by providing detailed product specification materials and installation methods that are in compliance with federal, state, local, and utility regulations as well as industry best practices.

Proposal information will be used by the District for evaluation purposes only. Disclosure of

proposal materials shall be governed by the California Public Records Act and other applicable law.

Proposals must be organized in the format and order specified below. Proposals that do not follow this structure may be deemed non-responsive.

COVER PAGE

Each proposal must include a cover page containing the following: “San Joaquin Valley Air Pollution Control District SOLAR Project RFP Proposal”, business name, primary address, contact person, contact information, and table of contents referencing the section numbers below.

SECTION I: Contractor Background and Qualifications

Proposers should provide a summary of background information about its company in this section. RFP responses shall include:

- Description of Contractor’s capabilities in delivering solar PV projects and related services.
- Organizational background and experience in delivering solar projects in California and/or specific utility markets relevant to the District.
- Brief bios of the key team members who would work on individual projects and/or broader development agreements executed under this RFP and identification of the Project Manager.
- Minimum of three (3) references for similar-sized projects completed under NEM 2.0 or NEM 3.0 and contact information.
- Description of experience with government agencies.
- List and brief description of planned subcontractors and/or partners, along with description of how Contractor has worked with the subcontractors and partners in the past.
- Disclosure of any bankruptcies or legal proceedings against the Contractor or its planned subcontractors or partners related to solar projects in the past three (3) years.
- Contractor’s State License Board (CSLB) license number(s).
- Proof of required insurance in accordance with Attachment C, and evidence of the ability to obtain bonds in accordance with Section 2.5.
- Description of whether the company has a Green Procurement Policy (optional, will be given additional consideration).

SECTION II: Solar PV Project, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof – Development Approach

Development Approach: The Proposer shall describe its strategy for delivering an integrated solar PV system, parking shade structures, EV charging retrofits, and spray polyurethane foam roof.

Base Proposal Requirements: The Base Proposal shall include EV charging station installations at the Fresno, Bakersfield, and Modesto locations as described in the Scope. However, inclusion of such work in the Base Proposal is for evaluation purposes only and shall not limit the District's right to award or proceed with fewer than all locations or Project components. All Electric Vehicle Supply Equipment (EVSE) shall be ChargePoint brand and fully ADA compliant. ChargePoint equipment is specified for standardization with the District's existing ChargePoint network account, charging infrastructure, administrative access, and reporting systems across all three District regional offices. The Contractor shall provide ADA site plans and obtain all required local permits.

Network Requirement: All EV chargers shall be networked under a single District ChargePoint account with full administrative access provided.

The response should include:

- Prior or current experience serving as a development partner in the government sector, including results achieved.
- A description of the ongoing support, management, and resources that will be provided to the District throughout the development agreement contract period.
- Any unique value-added services the Contractor wishes to highlight.

This section should be no more than **five (5) pages**.

SECTION III: Proposed Solar PV System, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof – Technical Description

This Section shall describe the Base Proposal and the BESS Additive Alternate separately, as organized below.

III.A Base Proposal - Solar PV System, Parking Shade Structures, EV Charging Retrofits, and Spray Polyurethane Foam Roof

The proposal must include the following:

- A detailed technical description of the proposed solar PV system, parking shade structures with solar-mounted panels, retrofit of ten (10) Level 2 EV charging stations, and new spray polyurethane foam roof, including basic location diagrams, system designs, and components lists.
- Supporting information such as technical specifications for major equipment components (including PV panels, inverters, EV chargers, and related infrastructure), warranties, and energy production guarantees.
- Description and specifications of the mounting equipment and installation techniques, including measures to maintain roof warranties (for rooftop solar systems), as well as design considerations for parking shade structures and EV charging retrofits in compliance with District property requirements.
- A system electricity output schedule on a monthly basis for the first year of operation, supported by modeling results from a recognized software tool (e.g., Helioscope or PVSyst).
- Projected annual performance degradation of the solar PV system.
- The maximum net output of the proposed solar PV system stated in alternating current (AC) kilowatts.
- Major inclusions and exclusions in the proposal.
- A critical-path schedule from contract execution through utility Permission to Operate demonstrating achievement of the Placed-in-Service Milestone, including design, permitting, equipment procurement with stated lead times for each major component, construction phasing, inspections, commissioning, and interconnection. The schedule shall identify the proposed submission date for the utility interconnection application under Electric Rule 21 and the assumed utility review and Permission to Operate durations. The critical-path schedule shall separately identify the EV charging retrofit work at each location and shall demonstrate that such work is scheduled off the solar PV critical path, or shall identify and justify any shared-

infrastructure dependency that cannot be avoided.

- For the spray polyurethane foam roof: the proposed foam thickness, resulting aged R-value, total coating dry film thickness, and the basis for compliance with Title 24, Part 6 for Climate Zone 13; evidence of the applicator's current approved-applicator status with the roofing manufacturer; and a copy of the proposed manufacturer no-dollar-limit (NDL) warranty form, all as required by Attachment B.
- Identification of the roofing approach as tear-off or overlay, with the basis for that determination and pricing for both if the existing deck condition has not been verified at the time of proposal.

III.B BESS Additive Alternate

The BESS Additive Alternate shall be designed to optimize on-site consumption, minimize low-value exports, and enable Time-of-Use arbitrage under the CPUC Net Billing Tariff (NEM 3.0). The BESS Additive Alternate shall be presented as an addition to the Base Proposal design; a separate or alternative array design is not required. Proposals shall include, at a minimum, the following information for the proposed BESS. A proposal that omits this information may be deemed non-responsive as to the BESS Additive Alternate.

- Manufacturer, model, and chemistry of the proposed battery system and power conversion equipment.
- Rated power (kW) and rated energy capacity (kWh), stated both as nameplate and as usable capacity at beginning of life.
- Proposed discharge duration at rated power.
- Round-trip efficiency, including auxiliary and parasitic loads, and the basis of that figure.
- Warranted capacity retention over the warranty term, stated as a percentage of beginning-of-life usable capacity, together with any annual throughput, cycle count, or operating limits that condition the warranty.
- Annual degradation assumptions, and any assumed augmentation or module replacement necessary to maintain modeled performance over the analysis period, including the assumed timing and cost of each.
- Proposed control, dispatch, and optimization strategy, including how the system will respond to the District's load profile and applicable rate schedule, and who is responsible for dispatch configuration and ongoing optimization.
- Documentation of listing and compliance with UL 9540, large-scale fire testing under UL 9540A, and NFPA 855, together with the proposed siting, separation, ventilation, detection, and suppression approach and any anticipated Authority Having Jurisdiction or fire-code review requirements.
- All software, subscription, licensing, networking, communications, and data-hosting costs associated with the BESS, stated for the first five (5) years and annually thereafter, and identification of which of those costs are included in the proposed price.
- The nature and duration of District access to operational, performance, and state-of-health data, and the means of access.
- Cybersecurity measures applicable to the BESS and its control systems, and a statement of data ownership confirming that all District operational and consumption data remains the property of the District.

- Whether backup power or islanding capability during utility outages is included, excluded, or available as a priced option, and if included, the specific loads to be supported, the supported duration, and any required electrical infrastructure.
- Any impact of the BESS on the solar PV scope's schedule, interconnection application, permitting path, or Permission to Operate date, addressed separately for the concurrent-construction and deferred-construction pricing bases.

III.C Equipment Sourcing (Base Proposal and BESS Additive Alternate)

Identification of the manufacturer and country of manufacture for all proposed modules, inverters, racking systems, and battery energy storage equipment, together with a statement of the proposer's ability to certify compliance with the federal equipment sourcing requirements described in Section 2.4. Solar generating property and energy storage property shall be certified separately.

SECTION IV: Solar PV, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof – Cost Proposal

Required Financial Modeling Assumptions. To permit consistent comparison among proposals, all proposers shall use the following common assumptions in all financial analyses. Proposers may submit supplemental analyses using different assumptions, provided the required analysis using the assumptions below is also presented and clearly identified.

- Utility tariff: The District's applicable PG&E nonresidential tariff as identified in Attachment A, together with the CPUC Net Billing Tariff and the export compensation values in effect as of the date of this RFP.
- Load data: The District-provided interval consumption data furnished with this RFP or by addendum. Proposers shall not substitute modeled or assumed load profiles without disclosing the substitution and the reason for it.
- Analysis period: Twenty-five (25) years from the Placed-in-Service date, used consistently for net present value, savings forecasts, and lifecycle cost.
- Discount rate: 4.0% nominal, applied to all net present value calculations.
- Utility rate escalation: 4.0% per year, applied uniformly to all retail energy and demand charges. Export compensation under the Net Billing Tariff shall not be escalated at the retail rate, and shall instead follow the published Avoided Cost Calculator forecast values applicable to the District's service territory.
- Required sensitivity analyses: In addition to the base case above, each proposer shall restate the twenty-five (25) year net present value, simple payback period, and internal rate of return using utility rate escalation rates of 2.0% per year and 6.0% per year, with all other assumptions held constant. Sensitivity results shall be presented in a single summary table.
- General inflation: 2.5% per year.
- Solar PV degradation: As warranted by the proposed module manufacturer, not to exceed 0.5% per year after year one.
- Operations and maintenance escalation: 3.0% per year.
- Inverter replacement: Assumed in year 15, at the proposer's stated cost, unless the proposed inverter warranty term supports a different assumption, in which case the assumption and its basis shall be disclosed.
- BESS replacement or augmentation: As required to maintain the warranted usable capacity,

at the timing and cost stated by the proposer under Section III.

- Federal credit rate: Assume a thirty percent (30%) Internal Revenue Code Section 48E credit, reflecting satisfaction of the federal prevailing wage and apprenticeship requirements, which the Contractor shall be obligated to satisfy and document. Proposers shall separately state the assumed credit-eligible cost basis by Project component.
- Federal elective payment: Assume the Section 48E credit is received as an elective payment under Section 6417, eighteen (18) months after the close of the taxable year in which the Project is placed in service.
- Maximum net output: Each proposal shall state the maximum net output of the proposed solar PV system in alternating current (AC) kilowatts. Proposers shall design the system so that maximum net output remains below one (1) megawatt AC unless the District directs otherwise in writing.
- Bonus credit adders: Domestic content and energy community adders shall be assumed only where the proposer states an affirmative documented basis for eligibility. Analyses shall be presented both with and without any assumed adder.
- Renewable Energy Credits: Assume the District retains all RECs and environmental attributes, valued at zero unless the proposer states a documented basis for a different value.
- Operations and maintenance term: Proposers shall price operations and maintenance services for the full twenty-five (25) year analysis period. Where the proposer's standard O&M offering is shorter, the proposer shall state the offered term and provide an estimate for the remaining years using the escalation rate specified above, clearly identified as an estimate.
- Terminal value: Assume zero residual, salvage, or terminal value for all Project components at the end of the analysis period. Proposers shall not include a terminal value in the base case net present value calculation. Decommissioning and removal costs need not be included unless the proposer's proposed equipment or structures would require them, in which case they shall be identified separately.

Any assumption not specified above shall be disclosed, with its source, in a consolidated assumptions schedule.

All financial analyses, including estimated savings, simple payback period, internal rate of return (IRR), and net present value (NPV), shall use the current NEM 3.0 Avoided Cost Calculator (ACC) applicable to the District's utility service territory. System sizing assumptions shall be justified based on the District's annual electricity consumption stated in Attachment A and the District-provided interval load data, using the District's applicable PG&E nonresidential tariff and the current Net Billing Tariff export compensation values. All financial analyses shall also clearly identify which Project components are included in each pricing scenario and whether such scenario assumes an integrated award of all Project components or a partial award of selected components only.

The Financial Proposal shall include a detailed twenty-five (25) year cash flow analysis for the Base Proposal (Solar PV only) and a second twenty-five (25) year cash flow analysis for the Base Proposal plus the BESS Additive Alternate. At a minimum, each analysis shall clearly identify estimated annual utility savings, the simple payback period, the internal rate of return (IRR), and the twenty-five (25) year net present value (NPV), computed using the Required Financial Modeling Assumptions stated above. All assumptions, escalation factors, and modeling inputs shall be disclosed in the consolidated assumptions schedule, and any deviation from the Required Financial Modeling Assumptions shall be expressly identified and explained. Where the District has prescribed an assumption, that assumption shall govern the scored analysis, and any

alternative treatment shall be presented only as a clearly labeled supplemental analysis. The proposer shall also identify any material change in savings, payback, IRR, NPV, or other financial results if the District elects to proceed with less than the full Project scope, including award of the solar PV scope without the parking shade structures, without the spray polyurethane foam roof, or without the EV charging retrofit work at one or more locations.

The Cost Proposal must be presented in a fully itemized format that permits evaluation of the total Project as well as separate evaluation of each major Project component and location. Pricing shall be sufficiently detailed to allow the District to negotiate, award, remove, defer, or phase individual Project components without requiring a complete repricing of the entire proposal.

Cost proposals must:

- Be based on estimates that meet the requirements defined in this RFP and remain consistent with the responses in Section III above and the requirements in the Attachments, and clearly identify all inclusions, exclusions, assumptions, contingencies, and pricing dependencies.
- Provide all-inclusive cash-purchase pricing, including system costs, installation, monitoring, inverter replacement at the conclusion of the inverter warranty period, EV charging retrofit costs, and annual operations and maintenance costs. Such pricing must also be separately itemized by Project component, by District location where applicable, and by base scope versus optional or alternate scope, including the BESS Additive Alternate priced separately on both a concurrent-construction and a deferred-construction basis.
- Include a component-by-component schedule of values showing separate pricing, at a minimum, for the following: solar PV system; battery energy storage system as a separately stated Additive Alternate, with concurrent-construction and deferred-construction pricing; parking shade structures; spray polyurethane foam roof; EV charging retrofit work for Fresno; EV charging retrofit work for Bakersfield; EV charging retrofit work for Modesto; engineering/design; structural engineering; electrical engineering; permitting; utility interconnection; trenching and conduit; switchgear, panel, or service upgrades; monitoring systems; commissioning; training; warranty work; and optional operations and maintenance services.
- Clearly identify any bundled pricing discounts, shared mobilization assumptions, overhead allocations, or other cost efficiencies that apply only if the District awards multiple Project components together.
- Clearly identify any minimum award conditions or components that the proposer contends must be awarded together, together with a detailed explanation of the technical, pricing, warranty, or scheduling basis for that position.
- Provide, for each major Project component, a statement identifying whether the component is independently performable and whether its pricing remains valid if awarded separately.
- Proposer shall propose pricing on the basis that the District shall retain all Renewable Energy Credits (RECs), environmental attributes, and similar benefits associated with the Project.
- Include Prevailing Wage Pricing, in compliance with California labor law requirements (Labor Code Sections 1720 et seq. and Title 8, CCR Sections 16000 et seq.). The Contractor's obligations include, but are not limited to: payment of prevailing wages; compliance with overtime, working hours, and apprenticeship requirements; payroll recordkeeping; and all other obligations required by law.
 - Proposers must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and shall maintain such registration at the time of

proposal submission, at the time of contract award, and throughout performance of the work.

- Contractor shall indemnify, defend, and hold harmless the San Joaquin Valley Air Pollution Control District from and against any and all claims, demands, damages, defense costs, or liabilities arising out of or related to the Contractor's failure to adhere to the above-referenced statutes.
- Indicate the duration for which proposed costs will remain valid, which must be no less than **ninety (90) days** following the close of the RFP.
- Provide forecasted savings calculations over the **twenty-five (25) year** analysis period, including documented assumptions, calculations, and forecasted methods.
- Present all financial analyses both with and without the federal Section 48E investment tax credit at the applicable credit rate, received as an elective payment under Section 6417. The analysis shall separately state the assumed credit-eligible cost basis by Project component, identify any bonus credit adders assumed (including domestic content or energy community adders, with the basis for each), and state the assumed timing of the elective payment refund.
- The schedule of values shall segregate credit-eligible costs from non-eligible costs, including without limitation the spray polyurethane foam roof and all EV charging retrofit work, in sufficient detail to support the District's federal tax reporting and any review by the District's tax advisors.

SECTION V: Project Contracts

This section must include sample site license/real estate access agreements and all other proposed contract documents, including all related schedules, exhibits, and addenda. At the District's request, the Proposer shall also provide a sample direct purchase agreement, including any associated warranty and operations and maintenance agreements. All submitted documents shall be representative of the Contractor's standard contract terms and conditions. All proposed contract documents shall clearly identify whether the work is severable and shall be drafted to permit the District, at its sole discretion, to award, remove, defer, or terminate for convenience one or more Project components or locations without invalidating the remaining portions of the agreement, subject to negotiated equitable adjustments where required by law or contract.

Proposer shall identify any contract provisions that require integrated award of all Project components and shall specifically disclose any terms that would restrict the District's ability to proceed with only selected portions of the Project, including without limitation the solar PV system, battery energy storage system, parking shade structures, roofing work, or EV charging retrofit work at one or more District locations. Any such restrictions shall be clearly labeled in the proposal. Silence on this point shall be deemed the proposer's representation that the proposed contract can be structured as severable or partially awardable.

Proposed contract documents shall include, and the final agreement will include, the following material provisions: (a) a requirement that the Contractor furnish the Performance Bond and Payment Bond described in Section 2.5; (b) a guaranteed Placed-in-Service Milestone of November 30, 2027 for the solar PV scope, with time of the essence; (c) an acknowledgment that the District's loss of the federal elective payment under Internal Revenue Code Section 6417, to the extent caused by the Contractor's unexcused failure to achieve the Placed-in-Service Milestone, constitutes direct damage recoverable by the District and shall not be subject to, or excluded by, any waiver or limitation of consequential, special, or indirect damages in the agreement; (d) an obligation to provide monthly schedule updates measured against the approved critical-path schedule. Whenever any update shows

the Placed-in-Service Milestone at risk due to Contractor-caused or otherwise non-excusable delay, the Contractor shall submit a recovery schedule within ten (10) calendar days and shall implement reasonable acceleration measures at the Contractor's sole cost sufficient to restore the milestone. Whenever any update shows the Placed-in-Service Milestone at risk due to Excusable Delay, the Contractor shall promptly notify the District, identify and implement reasonable mitigation measures within its control, document any claimed schedule impact, and cooperate with the District in evaluating acceleration options; any acceleration directed by the District beyond such reasonable mitigation shall be addressed by written change order; (e) an ongoing obligation to cooperate with providing and supporting any reasonably necessary tax documentation for the District, including IRS pre-filing registration, elective payment filing, and audit support, surviving final completion; (f) representations and warranties that all equipment complies with federal prohibited foreign entity and material assistance requirements, with indemnification for any reduction, disallowance, recapture, repayment obligation, or other loss of the federal tax benefit caused by the Contractor's breach of those representations; (g) a definition of Placed in Service consistent with federal tax law, evidenced at minimum by final inspection approval and the serving utility's written Permission to Operate; and (h) a definition of Excusable Delay meaning any delay to the critical path arising from causes beyond the Contractor's reasonable control and not caused by the Contractor's fault or negligence, including District-directed changes, delayed District decisions or approvals beyond the periods established in the contract, differing or concealed site conditions, delays in Authority Having Jurisdiction permitting or inspection not attributable to deficient Contractor submittals, delays in utility interconnection review or Permission to Operate not attributable to deficient or untimely Contractor submittals, changes in law, and force majeure events. Delay attributable to the Contractor's failure to submit the interconnection application within the period required by Section 2.4(a), to procure long-lead equipment consistent with the approved schedule, or to submit complete and code-compliant permit documents shall not constitute Excusable Delay.

Any exceptions or requested modifications to these provisions shall be expressly identified in the proposal. Failure to identify an exception may be considered by the District as the proposer's agreement that the final contract may include these provisions.

Payment terms will be established in the final agreement. Proposers shall price on the assumption that payments will be progress-based for work performed and in place in accordance with California public works law, that no mobilization or advance payments will be made except as the District may approve for long-lead equipment procurement, and that final payment will be conditioned on utility Permission to Operate and delivery of the documentation described in Section 2.4.

Attachment A: Listing of District Information

A-1. Electrical Service – Central Region Office (Fresno)

- Facility: Central Region Office, 1990 E. Gettysburg Ave, Fresno, CA 93726
- Serving Utility: Pacific Gas & Electric Company
- Applicable Rate Schedule: Business Medium Use B-10
- Annual Electricity Consumption (March 7, 2025 through March 9, 2026): 942,176 kWh
- Annual Electricity Cost (same period): \$326,035
- Average Cost per kWh: \$0.3460

The consumption and cost figures above are for the District’s Central Region Office only, and do not include consumption at the Northern or Southern Region Offices. Proposers shall use these figures, together with the interval consumption data as the basis for system sizing and all financial modeling required by Section IV. The interval consumption data will be posted to the District website by no later than Friday, July 31, 2026.

A-2. District Office Locations

Central Region Office (1990 East Gettysburg Avenue, Fresno, CA 93726)

Solar PV system, parking shade structures, spray polyurethane foam roof, and six (6) single-port Level 2 EV charging stations.

The District has identified the following preferred locations for solar PV installation at the Central Region Office. The areas are listed in order of preference, with **Area A representing the District’s highest-priority location**:

- 1. Area A – Central Region Building Rooftop**
Installation of solar PV panels on the rooftop of the Central Region Office building.
- 2. Area B – South Fleet and Employee Parking Lot**
Installation of solar PV parking shade structures over the fleet and employee parking area located south of the Central Region Office building.
- 3. Area C – EV Charging Stations and Employee Parking Area**
Installation of solar PV parking shade structures over the existing electric vehicle charging stations and adjacent employee parking area along East Gettysburg Avenue.
- 4. Area D – North Clark Street Manager Parking Area**
Installation of solar PV parking shade structures over the manager parking area located along the north side of Clark Street.
- 5. Area E – East Gettysburg Avenue Parking Area in Front of the Building**
Installation of solar PV parking shade structures over the parking area located along East Gettysburg Avenue in front of the Central Region Office building.

Proposers should prioritize the installation areas in the order listed above when developing their proposed system design. Proposers may recommend an alternative sequence or configuration when supported by site conditions, structural limitations, energy-production considerations, permitting requirements, cost-effectiveness, or other relevant design factors. Any proposed deviation from the District’s preferred order shall be clearly identified and explained in the proposal.



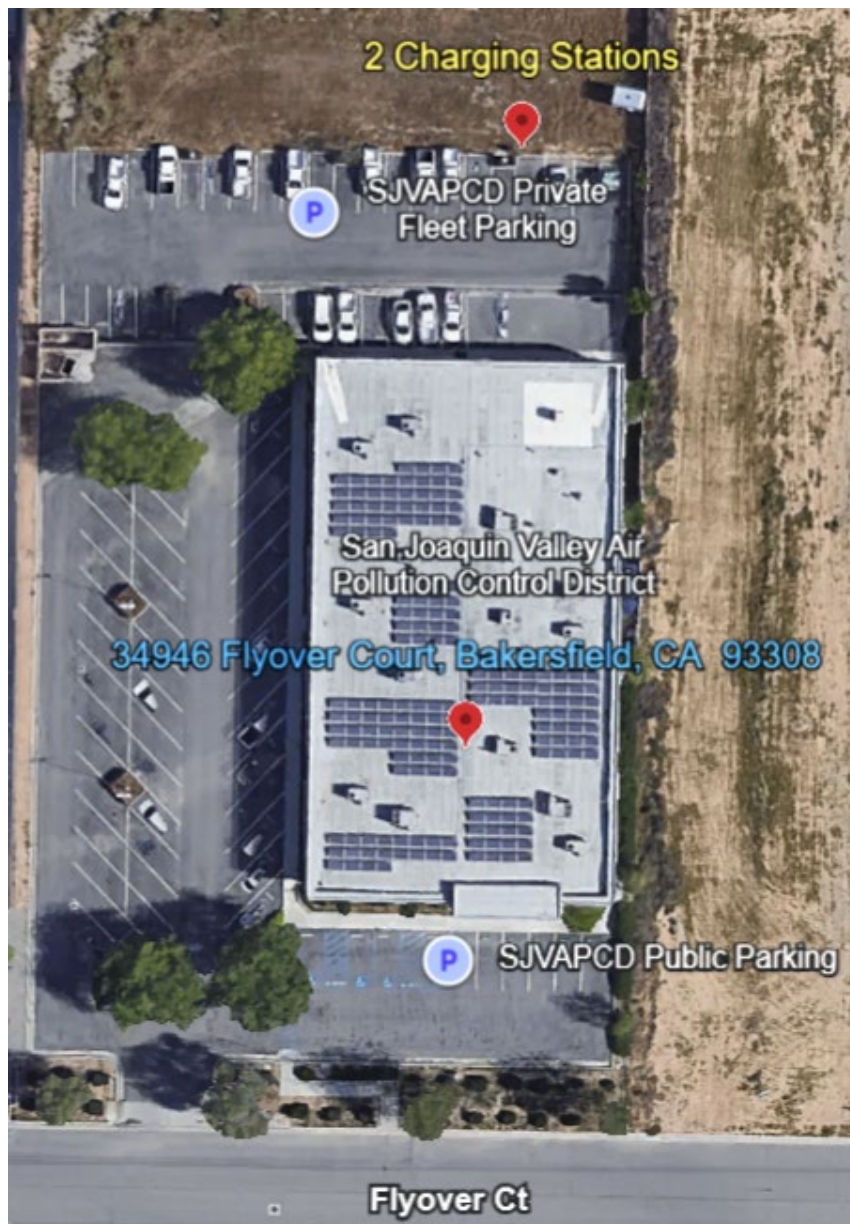
Northern Region Office (4800 Enterprise Way, Modesto, CA 95356)

Two (2) single-port Level 2 EV charging stations.



Southern Region Office (34946 Flyover Court, Bakersfield, CA 93308)

Two (2) single-port Level 2 EV charging stations.



**Attachment B: Technical Specifications and Construction
Requirements
Solar PV System, Parking Shade Structures, EV Charging Retrofits, and
Spray Polyurethane Roof – Minimum Equipment and Construction
Requirements**

General

- All equipment shall be listed, certified, or labeled by a Nationally Recognized Testing Laboratory for its intended use, in accordance with the standards applicable to that equipment as of the date of installation. Where a specific standard is cited in this Attachment, compliance with the cited standard or its current successor standard shall satisfy the requirement. Where a superseding standard has been adopted, the current standard governs.
- All work, equipment, and installation methods shall comply with the current adopted editions of the California Building Standards Code (Title 24), including the California Building Code, California Electrical Code, California Fire Code, and California Energy Code, which incorporate the International Building Code and National Electrical Code with California amendments, together with all applicable utility interconnection requirements, Authority Having Jurisdiction requirements, manufacturer installation instructions, and all other relevant state and national codes. Citation of a particular standard elsewhere in this RFP shall not be construed to limit the Contractor's obligation to comply with all other applicable standards.
- A minimum ten (10) year warranty is required for all materials and workmanship, except where a different warranty term is expressly specified for particular equipment elsewhere in this Attachment, in which case the specifically stated term governs. All warranties shall be documented in advance, provided to the District, and fully transferable.
- As may be required, obtaining a structural report from a licensed structural engineer for the purpose of obtaining a building permit to reroof over an existing BUR.
- The Contractor shall be responsible for determining whether the roof deck is in compliance with applicable building codes.
- All HVAC units must remain in operation during regular work hours.
- Contractor is responsible for conducting all required building, utility, and rebate inspections, the Contractor must complete all construction and documentation in a manner necessary to pass such inspections, and the work must be conducted in accordance with industry standard best practices.
- Contractor must possess current and valid California contractor's license, issued by the State of California Contractor's State Licensing Board (CSLB), with classifications appropriate for the electrical and solar work required to perform the proposed services.
- All modules, inverters, racking, and battery energy storage equipment shall be sourced in compliance with the prohibited foreign entity and material assistance provisions of federal law applicable to the taxable year in which construction of the applicable property is deemed to begin, with solar generating property and energy storage property certified separately. The Contractor shall furnish manufacturer certifications, bills of materials, and cost data sufficient for the District to substantiate compliance as

a condition of equipment approval.

Spray Polyurethane Foam Roof with Granules

- The successful application of a sprayed polyurethane roofing system (SPRS) is dependent upon the experience, technology, and common sense of the designer and (applicator)/contractor.
- Roof System Design Responsibility. The Contractor is responsible for the design of the spray polyurethane foam roofing system, including determination of foam thickness, coating build, and slope, subject to the minimum requirements of this Attachment. The Contractor shall deliver a complete roofing system that complies with the current adopted California Building Standards Code, including the roof replacement requirements of Title 24, Part 6, applicable to Climate Zone 13, and shall furnish all compliance documentation required for permit issuance, including CRRC product listing or documentation of an applicable exception. The proposal shall state the proposed foam thickness, the resulting aged R-value, the total coating dry film thickness, and the basis for Title 24 compliance.
- Applicator Qualification. The spray polyurethane foam roofing system shall be installed by a contractor holding current approved-applicator status with the manufacturer of the specified roofing materials for the specified system, and shall have completed not fewer than three (3) comparable SPF roofing installations in California within the preceding five (5) years. The Proposer shall submit evidence of current approved-applicator status with its proposal. The roofing manufacturer shall perform inspections during application as required to issue the specified warranty, and the Contractor shall furnish copies of all manufacturer inspection reports to the District.
- Manufacturer Warranty and Inspection. The Contractor shall furnish a manufacturer's no-dollar-limit (NDL) system warranty covering materials and labor for a term of not less than fifteen (15) years, issued directly to the District and fully transferable. The warranty shall expressly accommodate the installation of rooftop solar photovoltaic equipment and associated attachments, penetrations, and walkways, and shall not be voided by such installation. The roofing manufacturer shall inspect the work during application as required to issue the warranty, and the Contractor shall furnish all manufacturer inspection reports to the District as a condition of final payment. A copy of the proposed warranty form shall be submitted with the proposal.
- Basis of Design and Substitutions. Products identified by manufacturer and model in this Attachment establish the basis of design and the minimum acceptable performance. Substitutions may be proposed provided the substituted product is manufactured by an approved manufacturer of complete SPF roofing systems, carries a warranty equal or better than that specified, and meets or exceeds every physical property stated. Requests for substitution shall be submitted with full manufacturer physical property data, CRRC listing where applicable, and warranty documentation, and are subject to District approval.
- Precedence and Conflicts. Where a conflict or ambiguity exists between provisions of this roofing specification, or between this specification and the requirements of the roofing manufacturer, the more stringent requirement governs. The Contractor shall identify any such conflict in writing prior to installation and obtain District direction. Physical property values stated in this Attachment establish minimum acceptable performance; where a stated value is ambiguous, the corresponding published value for the basis-of-design product shall control.
- New spray polyurethane foam roof must be applied during the installation of the Solar PV system.

- The contractor shall carry a valid California contractor's license, issued by the State of California Contractors State License Board (CSLB), with a C-39 (Roofing) classification.
- Polyurethane Insulation. Two-component polyurethane insulation system formulated for application through airless equipment. Basis of design: RT 2031 as manufactured by Resin Technology Company, or equal. The insulation shall meet or exceed the following minimum properties:
 - Density (sprayed in place): 3.0 pcf minimum
 - Compressive strength: 45 psi minimum
 - Closed cell content: 90% minimum
 - Flame spread, UL 723 (ASTM E-84): 75 maximum *

* This numerical flame spread rating is not intended to reflect hazards presented by this or any other material under actual fire conditions.
- Fluid Applied Elastomeric Coating. Acrylic elastomeric coating formulated for use over sprayed polyurethane insulation. Basis of design: Permax 108 as manufactured by Resin Technology Company, or equal. The coating shall meet or exceed the following minimum requirements:
 - Minimum total coating dry film thickness: 30-32 dry mils
 - The following materials are not permitted as substitutes for the specified acrylic elastomer coating system: polyurethane elastomers, Polyvinyl Chloride elastomers (PVC), Ethylene-vinyl acetate elastomers (EVA), and Polyvinyl Acetate elastomers (PVA).
- Roof Assembly Fire Classification. The completed roofing assembly shall carry a Class A rating under UL 790 (ASTM E-108) for the deck type present at the facility. The Contractor shall verify the existing deck construction and furnish documentation of the applicable listed assembly.
- Substitutions. Products proposed in lieu of the basis-of-design products shall be submitted with full manufacturer physical property data, CRRC listing where applicable, and warranty documentation demonstrating performance equal or better in every respect, and are subject to District approval in accordance with the Basis of Design and Substitutions provision above.
- Raising, repairing, or modifying existing air conditioning systems for the installation of curbs, metal pans, and duct work.
- Roof related carpentry work.
- Raising all utility rigid conduit sufficiently for the unobstructed application of roofing insulation materials underneath. The conduit may be raised permanently on metal stands or temporarily and reset upon new wood sleepers on top of the new SPRS.
- Overflow drains or scuppers shall be added to the existing drain system if non-existent or not in accordance with the local building code. All new drains/scuppers shall comply with the local building code.
- All scuppers and overflows shall be open and shall be raised as necessary to comply with local building codes. If existing scuppers have been covered with roofing materials, remove all asphalt, felts, and mastic completely from the entire scupper and flange. Clean retained metal components and prime. Rusted metal shall be replaced to match existing or better.

- All ductwork shall receive one inch of insulation. Do not cover the canvas connector with polyurethane insulation or protective coating materials. Filter access doors must be extended and remain operational.
- Counterflashing - Where the polyurethane roofing system cannot be terminated beneath an existing wall, equipment, or roof vent counterflashing, install compatible metal counterflashing. Remove the roofing material at all vertical transitions before applying the polyurethane roofing system.
- All small conduit and utility lines (1-1/4 inch diameter and under) must be raised off the roof. After the new roof has been completed, the conduit shall be reset on new wood 2x4 sleepers set on top of the roof. The wood blocks shall be adhered with caulk to strips of "Yellow Spaghetti" walk pads, which are then adhered with caulk to the granulated surface of the roof. The old conduit supports shall not be reused. Replace any broken EMT connectors.
- Large conduit and piping 1-1/2 inches in diameter and larger shall be supported on new metal stands, fastened to the roof deck with appropriate fasteners. Conduit and piping shall then be reset onto the stands and secured with clamps. Where conduit or piping movement due to facility operation may damage the roofing system, such items shall be mounted on curbs with rollers or other vibration isolating devices.
- The insulation surface shall be free of bumps, pinholes, and ridges, and shall exhibit a smooth or "orange peel" texture. "Popcorn" or "tree bark" surface textures are not permitted.
- The insulation thickness shall be checked every 500 square feet prior to coating application.
- Application of Fluid-Applied Protective Coating - Sprayed polyurethane insulation must be protected from ultraviolet light (UV) in order to avoid degradation of the polymer. The protective coating shall also provide protection against water intrusion and adverse weather conditions. Coatings must be specifically formulated for use over sprayed polyurethane insulation.
- The coating shall be applied over the insulation surface in three (3) uniform passes. The base coat and intermediate coat shall have a combined dry film thickness of 18-20 dry mils and shall be medium gray in color. The topcoat shall be light gray in color and applied at a rate of 1.5 gallons per 100 square feet. The total coating thickness shall be verified using an optical comparator.
- A total of 50 pounds per 100 square feet of 3M C-93 ceramic roofing granules shall be broadcast into the top coat (final coat) while it is still wet. Rooftop landings, areas surrounding equipment installations, and walkways between equipment shall receive an application of double granules.
- After the coating has cured, blow off all loose granules and apply 2 gallons per 100 square feet of light gray topcoat and broadcast 50 lbs. per 100 square feet of light 3M C-93 ceramic granules into the wet coating. After final curing, remove any remaining loose granules to prevent migrations into gutters or adjacent areas.

Solar PV Modules

- System modules shall be listed to UL 1703 or UL 61730, as applicable to the module's certification date, and shall be listed on the current California Energy Commission equipment list.
- System modules must have a 10-year warranty on a minimum of 90% nameplate energy production and 25-year warranty on minimum of 80% nameplate energy production.
- All warranties must be documented in advance, provided to the District, and shall be fully transferable.

Inverters

- Inverters shall be listed to UL 1741 SB (or current successor), shall be listed on the current California Energy Commission equipment list, shall support the smart-inverter functionality required by PG&E Electric Rule 21 as then in effect, and shall have a CEC-weighted efficiency of 97% or higher.
- Inverters must carry a minimum 10-year warranty.
- All warranties must be documented in advance, provided to the District, and shall be fully transferable.

Balance of System Equipment

- Each proposed PV system shall include, at a minimum, one fused DC disconnect, and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- All system wiring and conduit must comply with applicable local code and NEC stipulations.
- Wall penetrations must be sealed in compliance with NEC and National Fire Protection Association (NFPA) regulations.
- All wiring materials and methods must adhere to industry-standard best practices.
- Material Requirements: All fasteners and hardware used throughout the system shall be stainless steel or material with equivalent corrosion resistance suitable for the project environment.

Battery Energy Storage System (Additive Alternate)

- The BESS and its power conversion equipment shall be listed to UL 9540, shall be supported by large-scale fire testing performed in accordance with UL 9540A, and shall be installed in compliance with NFPA 855 and the current adopted California Fire Code.
- The Contractor shall be responsible for all fire-code review, spacing, separation, detection, suppression, ventilation, signage, and emergency-response documentation required by the Authority Having Jurisdiction and the local fire authority, and shall coordinate such review so that it does not delay Permission to Operate for the solar PV scope.
- The BESS shall carry a minimum ten (10) year warranty covering both capacity retention and workmanship. The warranty shall state the warranted usable capacity at end of term as a percentage of beginning-of-life usable capacity, together with any throughput, cycle, temperature, or operating conditions on which the warranty depends. All warranties shall be documented in advance, provided to the District, and fully transferable.

- The BESS control system shall provide the District with monitoring and reporting equivalent to that required for the PV system, including state of charge, state of health, dispatch history, and energy throughput, accessible from mobile device platforms (Apple iOS and Android) and desktop or laptop Windows-based systems through native applications or browser-based functionality.
- All District operational, performance, and consumption data generated by the BESS shall remain the property of the District. The Contractor shall identify all software, subscription, licensing, and data-hosting costs and their duration, and shall state what functionality, if any, is lost if the District elects not to renew any subscription.
- The Contractor shall provide District staff training on BESS operation, dispatch configuration, monitoring, safety, and emergency procedures.
- Battery energy storage equipment shall be sourced in compliance with the prohibited foreign entity and material assistance provisions of federal law applicable to energy storage property, certified separately from the solar generating property..

Parking Shade Structures with Solar Panels

- Parking Structure Lighting: Provide lighting beneath all parking shade structures in compliance with applicable building, electrical, and energy codes. Lighting shall provide adequate illumination for safety and security and shall be controlled by photocell or equivalent automatic controls to ensure efficient operation.
- All parking shade structures shall be designed and engineered to current adopted California Building Codes and seismic standards.
- Structural designs must be stamped by a licensed California structural engineer and include calculations verifying wind load, snow load, seismic resistance, and long-term durability.
- Steel components shall be hot-dip galvanized or coated to meet corrosion resistance standards, with warranties of no less than 20 years for structural integrity.
- Foundations must be designed to accommodate site soil conditions and provide safe vehicular and pedestrian access.
- Parking shade structures must incorporate integrated conduit pathways for solar wiring and allow for future expansion of electrical systems, including EV charging.
- Minimum clearance heights for vehicles must be maintained per local building and fire codes.
- Shade structures must be designed to complement site aesthetics and minimize visual impact.

EV Charging Retrofits (Ten (10) Level 2 EV Charging Stations)

- Retrofit shall include removal and replacement of ten (10) existing Level 2 EV charging stations with new networked, commercial-grade Level 2 EV chargers, ChargePoint brand, networked, commercial-grade Level 2 chargers, for standardization with the District's existing ChargePoint account and infrastructure as described in Section II.
- All EVSE (Electric Vehicle Supply Equipment) must be UL-listed, ENERGY STAR certified, and compliant with Society of Automotive Engineers (SAE) J1772 standards.

- Chargers shall be fully networked and integrated with the ChargePoint network, and shall provide real-time monitoring, load management, and usage reporting functions accessible to District staff.
- Warranty: Minimum five (5) years parts and labor, included in base pricing. The Contractor shall separately price an extended service agreement covering years six (6) through ten (10) as a stated option, including all network and software subscription costs for that period.
- Contractor shall provide integration with existing electrical infrastructure, including panel upgrades, conduit, trenching, and protective bollards as needed to meet code requirements.
- Contractor must coordinate with the local utility provider for interconnection approval and rebate eligibility, where applicable.
- All installations must comply with ADA accessibility requirements for parking stall striping, signage, and charger placement.
- Contractor shall provide District staff training on EVSE operation, software, and maintenance.

Interconnection

- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance.
- Unprotected steel shall not be used in any components. System interconnection must comply with NEC and Utility regulations and must be approved by the local Utility and the Authority Having Jurisdiction (AHJ)'s Building Department before any PV system construction is begun.
- Interconnection points shall be made at the facility main switchgear locations.
- Emergency back-up generation may exist on-site and must be factored into proposed PV system electrical plans.
- All required placards shall be provided and installed in accordance with District, Authority Having Jurisdiction (AHJ), utility, and applicable state solar program requirements, as well as the National Electrical Code (NEC).

Monitoring and Reporting Systems

- System monitoring and reporting must comply with state solar program requirements and must be provided at no additional cost to the District for a minimum period of five (5) years.
- Monitoring shall include revenue-grade metering of PV system production and building consumption, pyranometer, and ambient air temperature sensor.
- Software access must be possible from mobile device platforms (Apple IOS & Android), and desktop or laptop Windows-based systems through native applications or browser-based functionality.
- Contractor must work with the District to determine best location and technique for monitoring communications interconnection.
- Contractor shall be responsible for providing all required monitoring communications, power wiring, and conduit, subject to District approval of final routing and locations.

- In addition to PV monitoring, EV charging stations must provide utilization data, energy consumption data, and reporting dashboards accessible via secure web-based and mobile applications.

System Design and Permitting

- For the facility located at 1990 East Gettysburg Avenue, Fresno, CA 93726, the Contractor shall, within ninety (90) days of contract execution, prepare and submit a complete plan set, including, but not limited to, the following:
 - Site overview
 - Detailed array layout, including stringing configuration
 - Mounting and racking details
 - Electrical design details, including conduit routing, locations of electrical enclosures, conduit support details, and enclosure mounting details
 - Electrical single-line diagram
 - Electrical three-line diagram
 - Monitoring plan
 - Construction project plan with timeline
- All proposed system designs and construction techniques must be approved by the AHJ's Building Department.
- A building permit is required for each system and must be obtained through normal permitting processes by Contractor.
- Building permits must include structural, electrical, and ADA compliance for both shade structures and EVSE retrofits.
- Contractor shall obtain structural PE stamp verifying the integrity of the existing facility to handle additional weight load of proposed PV system.
- Contractor shall obtain electrical PE stamp verifying the integrity and code compliance of proposed PV system and interconnection with District facility.
- Roof-mounted array layouts shall be designed to provide a minimum of three (3) feet of walking access around the perimeter of the roof and convenient access to existing roof-mounted HVAC equipment in addition to any applicable setbacks for access, safety, and smoke ventilation required by the AHJ.
- Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.
- Plan sets must include parking shade structure layouts, foundation details, and EVSE retrofit diagrams.
- Electrical drawings must include conduit routing, panel upgrades, protective equipment, and interconnection details for EVSE.
- Final array layouts shall be designed to avoid shading from 9 AM to 3 PM annually. If this shading requirement cannot be strictly met, Contractor shall specify the predicted solar availability and performance losses.
- Wire loss in DC circuits to be < 1.5%.
- Wire loss in AC circuits to be < 1.5%.

Construction

- Contractor shall prepare, maintain, and comply with a Site Safety Plan, including, at a minimum, all applicable Occupational Safety and Health Administration (OSHA) workplace safety and Personal Protective Equipment (PPE) requirements.
- Construction work shall be designed to minimize impact to facility operations. Contractor shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the District prior to beginning construction.
- All asphalt, concrete, landscaping, parking lots, and other areas disturbed during construction shall be restored to original or equal or better condition, as approved by the District.
- Construction must minimize disruptions to parking and EV charging access. Contractor shall coordinate phasing plans with District staff to maintain partial parking availability throughout the project.
- Upon completion of the work, site shall be left clean and free of any dirt or debris resulting from construction. All construction equipment, spoils, and other construction byproducts shall be removed from the site.
- All electrical enclosures and equipment shall be installed to be accessible to qualified personnel only and shall be protected as required by the District (e.g., fencing or other measures). All visible conduits and electrical equipment shall be painted or otherwise aesthetically treated in accordance with District specifications.
- Location of existing underground utilities must be marked by USA/DigAlert or an equivalent private utility locating service prior to any underground work.

Documentation and Process Control

In addition to the construction requirements listed above, Contractor will be required to:

- Apply for and obtain interconnection approval from the local utility for the proposed PV system.
- Obtain solar rebates and/or Renewable Energy Credits (if applicable).
- Provide Operations and Maintenance training to District staff.
- Provide 25 years of system maintenance (at District's sole discretion, priced separately), with annual reports of system performance and consistent oversight of system monitoring.
 - Contractor shall be required to respond to system downtime within 24 hours of first occurrence of incidence. If corrective action is not immediately feasible, the Contractor shall notify District of action plan and timeline for execution.
 - Contractor shall be required to respond to warranty related issues not affecting production within 72 hours of notification.

- Provide As-Built drawings of PV system, which must include finalized module layout and stringing chart.
- As-Built drawings must include parking shade structures, EVSE locations, trenching/conduit runs, and final electrical connections.
- Provide the executed manufacturer's NDL roofing system warranty, all manufacturer inspection reports, and a written recoat and maintenance schedule identifying the intervals and scope of work required to maintain the warranty in force with the solar photovoltaic array in place.

Contractor must provide separate Operations & Maintenance (O&M) manuals for solar systems, shade structures, roofing, and EVSE.

Attachment C: Contractor Insurance Requirements

Prior to the commencement of any work, the Contractor shall purchase and maintain insurance as required by law and not less than the following insurance coverage and limits of liability. Aggregate limits may be met through a combination of primary and excess policies. Insurance coverage must expressly cover all work associated with the solar PV system, spray polyurethane foam roof application, parking shade structures, and retrofit of ten (10) Level 2 EV charging stations, including but not limited to structural steel erection, electrical interconnection, trenching, concrete foundations, and associated site improvements.

A. Commercial General Liability:

Commercial General Liability insurance written on ISO occurrence form CG 00 01 or equivalent, covering combined bodily injury and property damage liability, with limits not less than:

Each Occurrence	\$ 1,000,000
General Aggregate (per project)	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000

Umbrella or Excess Liability with a minimum limit of \$5,000,000 per occurrence and in the aggregate, written on a follow-form basis excess of the Commercial General Liability, Business Auto, and Employer's Liability coverages required by this Attachment. The umbrella or excess policy shall provide the same additional insured, primary and non-contributory, and waiver of subrogation protections as the underlying policies, and shall drop down in the event of exhaustion of underlying limits

The Commercial General Liability coverage shall include:

- Premises and operations.
- Products and completed operations.
- Contractual liability, including liability assumed under construction contracts.
- Independent contractors, including contingent liability for work performed by subcontractors and vendors.
- Broad form property damage, including completed operations.
- Explosion, collapse, and underground property damage hazards, with any exclusion of such hazards deleted. This coverage is specifically applicable to trenching, foundations for parking shade structures, and electrical infrastructure for the EV charging retrofits.
- Personal and advertising injury liability, with any contractual liability exclusion deleted.
- Coverage for damage arising from overspray, drift, or migration of spray-applied roofing materials.

The policy shall be endorsed to state that it is primary and non-contributory with respect to any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, and volunteers, and that such District insurance shall not be called upon to contribute.

The General Aggregate limit shall apply separately to this Project, evidenced by a per-project aggregate endorsement (ISO form CG 25 03 or equivalent).

B. Endorsements Required

- Additional Insured for Ongoing Operations (ISO Form CG 20 33 10 01 or equivalent).
- Additional Insureds for Completed Operations (ISO Form CG 20 37 10 01 or equivalent).
- These endorsements shall include the District, its subsidiaries, affiliates, trustees, officers, employees, and agents.

No exclusions can be attached for construction projects, subsidence, or damages arising out of work performed by subcontractors. Certificates of insurance must affirmatively state there are no exclusions for these items.

Contractor shall maintain Products and Completed Operations Liability Insurance, and the Additional Insured and Primary and Non-contributory coverage as specified in this Article for the state applicable statute of repose after either 90 days following Substantial Completion or final payment, whichever is earlier. Contractor shall continue to provide evidence of such coverage to District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. Upon each insurance policy renewal, Contractor shall provide copies of the Additional Insured endorsements to District.

C. Workers' Compensation and Employer's Liability:

Coverage A

Statutory Coverage:	As required by the State in which the project is located.
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Coverage B

Employers Liability Coverage:	\$1,000,000 Each Accident \$1,000,000 Disease, Policy Limit \$1,000,000 Disease, Each Employee
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D. Business Auto Policy

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	\$1,000,000 Each Accident
Liability Coverage for the following must be included:	Any Automobile OR Owned, Non-Owned <u>and</u> Hired Automobiles

E. Professional Liability:

Professional Liability Insurance is required for all Contractors and/or Subcontractors providing design or design/build services, including but not limited to solar PV system engineering, parking shade structure design, EVSE (Electric Vehicle Supply Equipment) electrical design, roofing, and structural work.

- Minimum: \$1,000,000 each claim / \$2,000,000 annual aggregate
- Coverage may be written on a claims-made form, provided the retroactive date precedes commencement of work under this Agreement. Coverage shall be maintained for five (5) years following completion of the work; if coverage is not renewed, an extended reporting

period of not less than five (5) years must be purchased and evidence provided to the District.

F. Property Insurance:

Property insurance for any tools, apparatus, equipment, machinery, scaffolding, hoists, forms, staging, shoring, and other property of Contractor on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect’s and contractor’s services and expenses required as a result of such insured loss.

G. Certificates of Insurance:

The Contractor shall furnish original certificates of insurance to show that the insurance specified in this Agreement is in force, stating policy numbers, dates of expiration, limits of liability, coverages there-under, the name of the Project, and with the San Joaquin Valley Air Pollution Control District (“District”) and its designated affiliates, lenders, investors and other parties of interest, to be listed as additional insured as follows:

Upon notification, Contractor shall add any other lenders, investors, and other parties of interest as additional insureds to the policies and/or dual obliges to any bond required under the contract.

H. Such other insurances (if any) as are required for the particular project as set out on the last page of this attachment.

ADDITIONAL REQUIREMENTS:

1. Notwithstanding anything to the contrary herein or in the General Conditions, all liability insurance policies maintained by Contractor with respect to the Project shall be written on an occurrence basis, except Professional Liability insurance, which may be written on a claims-made basis in accordance with Section E of this Attachment.
2. All policies are to be written through insurance companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VIII, or better in the most recent Best’s Key Rating Guide.
3. Approval, disapproval, or failure to act by the District regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.
4. District shall make no special payments for any insurance that the Contractor may be required to carry; all are included in the contract price and in the contract unit prices.
5. Contractor will provide District with copies of Contractor’s Site Safety Plan and Site Security Plan.