

Contract Status Cover Form

Department/Program: Sustainability

Supplier Name: Eagle Solar and Light

Description: Solar Phase 3

Contract Administrator: Jeremiah Leroy

Start & End Date (including potential renewals): 12/30/2022 to _____

Contract Value: \$1,273,415.00 ☐ This is a Contract Renewal

Department Level Certification

The Contract Administrator above certifies that:

☒ This Contract ☒ complies with or, ☐ is not affected by North Carolina bidding requirements (Procurement).

☒ Sufficient funds have been appropriated as confirmed by Budget Manager/designee: SR (initial)

☐ Administrator has consulted Legal for initial review or ☒ Legal Review not required (explain why below).

Used Legal written or approved contract template.

☒ This Contract has been pre-audited or ☐ pre-audit is not required (i.e. contract will be obligated by P.O.)

☒ This Contract has been signed by the other party.

Comments (include concerns raised by Purchasing, Budget, Legal (Legal will consult Risk as needed), or others):

Signature of Contract Administrator:  Date: 12/28/2022

Signature of Dept. Head (if not Contract Administrator): _____ Date: _____

Final Legal Review

The undersigned county staff attorney does hereby certify that after a final review, this Contract appears ready for the Board Chair, the County Manager, or the appropriate designee's signature.

This the _____ day of _____, 20____.

Comments: _____

FORM OF SINGLE PRIME CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 21st day of December in the year of 2022 by and between Eagle Solar & Light, LLC, hereinafter called the Party of the First Part (the “Contractor”), and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the “Owner”).

W I T N E S S E T H :

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. **Scope of Work:** This agreement concerns installation of photovoltaic solar energy systems to be performed by The Party of the First Part. The Party of the First Part shall furnish and deliver all materials, and perform all of the work in the manner and form as provided by the approved system layout drawings and specifications from the preconstruction phase, and those items not on the approved layout to ensure the project is functional and complete. These plans, specifications and documents to be titled “Phase 3 Solar Documents,” are attached hereto and made a part hereof as if fully contained herein *(such documents may include: advertisements; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen’s compensation; public liability; property damage and builder’s risk insurance certificates):*
 - i. **Scope of Work**
 - ii. **Buncombe County Construction Contract General Conditions of the Contract**
 - iii. **Buncombe County’s Invitation for Construction Bids**
 - iv. **Responsive Bid Bond**
 - v. **RFP Bidder Info Workbook**
 - vi. **Certificate of Insurance**
 - vii. **Performance and Payment Bonds**

Project Name: Buncombe County Solar Phase 3

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within 300 consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be limited to \$250 per day minus any weather delays or other circumstances beyond the control of either Party. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days. .

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

One Million Two Hundred Seventy Three Thousand Four Hundred and Fifteen dollars and 00/100 Dollars (\$1,273,415.00)

4. The Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt based on the milestones listed below. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of progress on the identified milestones, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule.
 - a. Payment Milestones:
 - i. Contract Execution (30% of entire contract value)
 - ii. Module PO issued (30% of entire contract value)
 - iii. Substantial Completion (30% of project value, minus 5% retainage)
 - iv. Commissioning of System (10% of project value + retainage)
5. The Party of the First Part shall perform the work associated with this Agreement in such a manner as not to void any warranties, including those for labor, materials, or parts, that are held by the Owner and/or schools systems, colleges, and/or their respective governing bodies, and/or that are applicable to the property on which any activities under this contract occur, and/or that remain in effect on any of the locations at which the Party of the First Part is performing work associated with this Agreement. The Owner and/or schools systems, colleges, and/or their respective governing bodies upon whose property any activities under this contract occur, may allow for the issuer of any such warranties to inspect the drawings, specifications, and/or the work performed by the Party of the First Part to ensure that any such warranties remain valid for their remaining term. The Owner of the property on which the work is being performed shall be responsible for providing notice to the issuers of any warranties, unless such property is occupied by a schools system, college, and/or its respective governing body, in which case the school system, college, or its respective governing bodies for which the work is being performed shall be responsible for providing such notice.
6. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.
7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the

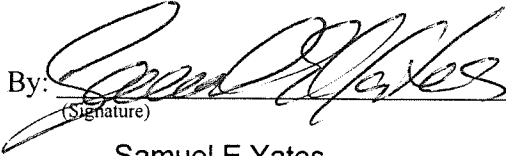
Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

8. The Party of the First Part attests that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).
9. The work to be performed under this Agreement is being done on properties owned or controlled by The Buncombe County Board of Education. The Buncombe County Board of Education, a body politic and a political subdivision of the State of North Carolina, is an intended third-party beneficiary to the Agreement.
10. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: 
(Signature)

Samuel E Yates

(Printed Name)

CEO

(Title)

12-21-22

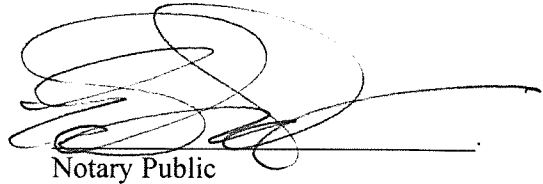
(Date)

STATE OF Alabama
COUNTY OF Jefferson

I, Edna Jackson, a Notary Public of the county and State aforesaid, do hereby certify that Samuel E. Yates personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 21st day of December, 2022

My commission expires: 8/18/2026


Notary Public

Commission Expires: 08/18/2026
Edna A. Jackson
Bonded through:
National Notary Association



BUNCOMBE COUNTY

By: _____
(Signature)

(Printed Name)

(Title)

(Date)

STATE OF _____
COUNTY OF _____


I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20____

My commission expires: _____

Notary Public

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Buncombe County Finance Director

Bond #GM212399

FORM OF PERFORMANCE BOND

Date of Contract: December 21, 2022

Date of Execution: December 21, 2022

Name of Principal (Contractor): Eagle Solar & Light, LLC

4005 2nd Avenue S., Birmingham, AL 35222

Name of Surety: Great Midwest Insurance Company

Name of Contracting Body: Buncombe County, a body politic and Corporate

Amount of Bond: \$1,273,415.00

Project: Buncombe County Solar Phase 3

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety, a surety company authorized to do business in North Carolina, above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

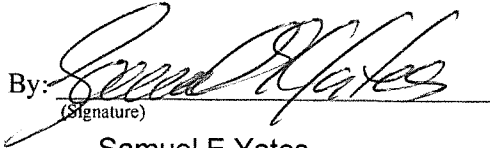
NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

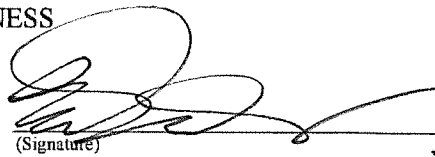
{Signature Pages Follow}

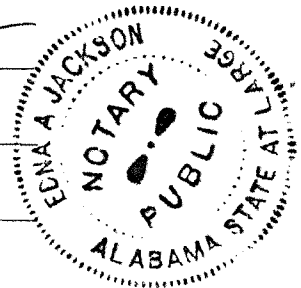
NOW THEREFORE, the parties hereby make, agree, and execute this Performance Bond by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: 
(Signature)
Samuel E Yates
(Printed Name)
CEO
(Title)
12-21-22
(Date)

WITNESS

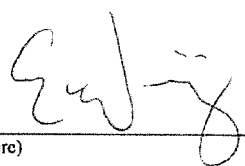

(Signature)
Edna Jackson
(Printed Name)
Executive Administrator
(Title)
12-21-22
(Date)

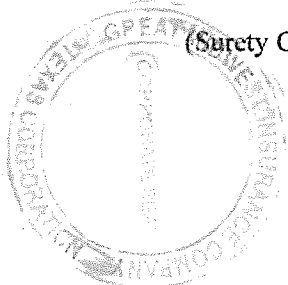


SURETY COMPANY

Great Midwest Insurance Company,
A Company Licensed to do Business in N.C.
By: 
(Signature)
Melissa Propst
(Printed Name)
Attorney-in-fact
(Title)
12/21/2022
(Date)

WITNESS

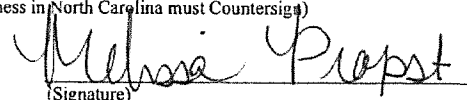

(Signature)
Eric Weining
(Printed Name)
Vice President
(Title)
12/21/2022
(Date)



(Surety Corporate Seal)

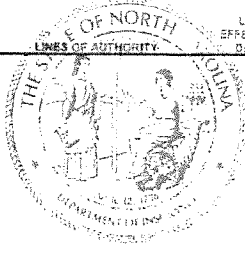
REGISTERED AGENT

(An authorized agent of the Surety Company who is licensed to do business in North Carolina must Countersign)


(Signature)
Houchens Insurance Group
(Printed Name)
Agent
(Title)
12/21/2022
(Date)

HOUCHENS INSURANCE GROUP INC
1240 FAIRWAY ST.
BOWLING GREEN KY 42103

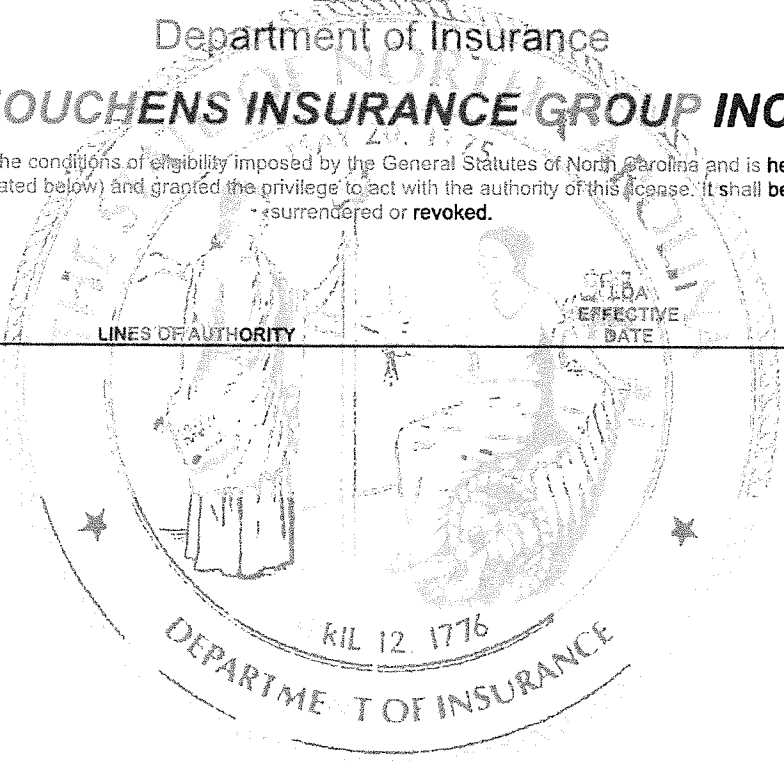
| North Carolina | | |
|-------------------------------------|---------------------------|----------------------------------|
| License | | NPN: 8871583 |
| License No: 1000008320 | | |
| HOUCHENS INSURANCE GROUP INC | | |
| LICENSE TYPE | LINES OF AUTHORITY | LICENSE FIRST ACTIVE DATE |
| Corporation | | 10/29/2009 |



Mike Causey
Mike Causey, Commissioner of Insurance

This insurance license shall remain in effect until the expiration date unless cancelled, surrendered or revoked. Individuals who are licensed as Insurance Producers and/or Bail Bond licensees must complete continuing education and pay all applicable renewal fees as required by North Carolina administrative code prior to the expiration date.

| North Carolina | | |
|--|---------------------------|----------------------------------|
| License | | NPN: 8871583 |
| Department of Insurance | | |
| HOUCHENS INSURANCE GROUP INC | | |
| Who has fulfilled all of the conditions of eligibility imposed by the General Statutes of North Carolina and is hereby licensed by this State (in the capacity stated below) and granted the privilege to act with the authority of this license. It shall be valid until cancelled, surrendered or revoked. | | |
| LICENSE TYPE | LINES OF AUTHORITY | LICENSE FIRST ACTIVE DATE |
| Corporation | | 10/29/2009 |



Mike Causey
Mike Causey, Commissioner of Insurance

For questions regarding a license please contact
the North Carolina Department of Insurance at: 919-807-6800

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Kenneth Albert, Steven Michael Baas, Lakala Carter, Melissa Propst, Benjamin P. Dycus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

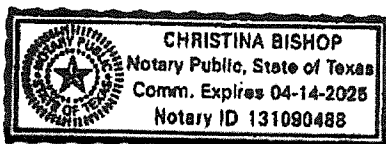
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of December, 2022.



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**Invitation for Construction Bids
BUNCOMBE COUNTY, NORTH CAROLINA
RENEWABLE ENERGY PROCUREMENT AND INSTALLATION
NOTICE:**

Buncombe County is soliciting construction bids from qualified firms who can provide installation of solar renewable power generating systems ("PV Systems"). This solicitation is a collaborative procurement among local public agencies within the geographic boundaries of Buncombe County (individually "Agency" and collectively, the "Agencies").

A bid package which includes a description of the required services can be obtained on the Buncombe County website at www.buncombecounty.org beginning October 31, 2022. Bids must be submitted in a sealed envelope by **December 2, 2022**. Proposals may be delivered to the following address:

**Buncombe County Office of Sustainability
Attn: Jeremiah LeRoy
200 College St., Fourth Floor
Asheville NC, 28801**

Respondents may contact the County Procurement Director, Ron Venturella, with requests for information regarding this solicitation. Questions should be submitted in writing via email to ron.venturella@buncombecounty.org. All requests for information will be submitted no later than **November 21, 2022 at 3:00pm**. An Addendum will be issued to address all relevant questions if necessary.

The right to reject any and all proposals by Agencies is reserved.

Any and all costs of preparing proposals (including site visits where needed) shall be the responsibility of the submitting firm.

Mandatory Pre-Bid Online Meeting to be held at **3:00 pm on November 7, 2022**.

The online meeting will be a Microsoft Teams Meeting. Please ensure MS Teams is functional on any device from which you plan to attend this virtual meeting.

The online pre-bid meeting is mandatory for all organizations who plan to submit bid proposals. At least one representative from all respondents must participate in this online meeting. If an organization does not attend this online pre-bid meeting, their bid will be considered NON RESPONSIVE and will not be reviewed.

General Overview

Background

Buncombe County is located in the Blue Ridge Mountains, in the Western portion of the state of North Carolina and has a population of over 270,000. Buncombe County has seen steady and continued business and residential growth in recent years. In addressing the benefits and challenges of this continued growth, these local governments have set aggressive goals to reduce the adverse carbon impacts their communities have on the environment. Buncombe County has adopted renewable energy goals – Buncombe County adopted a resolution setting a goal of 100% renewable energy for County operations by 2030 and 100% renewable for the overall community by 2042. In order to achieve these goals, the communities must transition to low-carbon and renewable energy sources. Development of renewable energy resources on public sector facilities has become a priority for the residents of Buncombe County.

This solicitation is intended to result in renewable energy development on public facilities and for public agencies to fully understand the cost implications of such development.

Introduction

Buncombe County (the “County”) is soliciting proposals from qualified firms to provide “turnkey” design, installation, operation and maintenance of solar photovoltaic systems (“PV Systems”) on public facilities. These public facilities may include facilities owned by a variety of public agencies.

The County is leading the procurement collaborative for the various public agencies. The PV systems will be located on the respective Agencies’ properties, including County-owned properties and at other locations owned by other Agencies. Each Agency has agreed to participate in the solicitation.

Firms submitting responses to this solicitation do so understanding that neither the County as lead agency nor any other Agency guarantees the award of any contracts or work. All agencies reserve the right, in their sole and absolute discretion to reject any and all proposals.

The Firms responding to this solicitation must have identified and established relationships with engineers, installers, operators, maintenance, and verification firms. The County recognizes that some Firms may have integrated PV System development.

Introduction and PV System Sites

Goals

The County and other Agencies aim to reduce carbon emissions, promote clean and renewable energy technology, spur innovation and job creation in the region, educate the public about renewable energy, and reduce budgetary uncertainty resulting from potentially unpredictable electricity and natural gas prices.

In reviewing bid responses, emphasis will be placed on the total cost of the PV systems. All responding firms, in order to be considered responsive, will be required to provide in their base bid the cost for direct purchase and ownership of the PV systems. Agencies are not currently exploring alternative

methods of procurement such as financing or leasing.

PV System Sites

The Agencies have contracted with an experience solar contractor to perform assessments of their respective facilities to evaluate and select potential PV System sites. These assessments **include structural engineering analysis, preliminary PV system layout, electrical system evaluation, production estimates, and detailed product specifications**. This documentation has been included in the solicitation package and should be used to provide bid costs. Bids should be based on the provided layouts and product specifications.

Information and documentation on the individual sites can be found at the following web portal:

<https://www.buncombecounty.org/Governing/Depts/Purchasing/default.aspx>

Site Visit Schedule

The Agencies will make every effort to accommodate site visits on a set schedule to be outlined in this solicitation. The intent is to provide a general understanding of the scope of the work, information in relation to viable PV Systems, attract highly qualified firms with performance track record with similar work, and secure more favorable pricing and best value for the Agencies. However, the Agencies make no representations with respect to the sites, including their suitability. Submitting firms take sole and full responsibility for conducting any necessary due diligence and assessing the sites and their conditions in developing their proposal. Such self-assessment of the sites and its conditions shall be performed by the Firms at their own cost. Agencies are not responsible to compensate for such work.

Scope of Agreement

The selected respondent will be required to provide all labor, supervision, materials, engineering, supplies, transportation, equipment, and services necessary to assume overall responsibility for the coordination and communication of this project's goals.

Timeline and Bid Selection

Timeline – This timeline is tentative and may be changed via an addendum to this solicitation.

- Issue Solicitation October 31, 2022.
- **MANDATORY** Pre-Bid Online Meeting November 7, 2022 at 3:00pm

[Meeting link here](#)

This is a Microsoft Teams meeting – please take the time to ensure that your computer works with MS Teams in advance of the meeting. The link should take you to the meeting directly, but in the event you have trouble you can also use the following:

- MS Teams meeting ID: 229 459 660 234
- Passcode: w7Y6wH
- Request For Information Start Period – November 8, 2022
- Site Visits – to be conducted **November 16, 2022** A schedule with time and location will be disseminated after the pre-bid meeting
- Request for Information Deadline – November 21, 2022 at 5:00pm

- Addendum Issued – TBD (As Necessary based on RFI)
- Bid Submission Deadline – December 2, 2022 2:00pm.
- Notice to Proceed or Contract Award Date – TBD
- Commercial Operation Date - TBD

Submission Deadline

Proposals shall be delivered in a sealed envelope no later than December 2, 2022 at 2:00pm, and delivered to the following address:

Buncombe County Office of Sustainability
Attn: Jeremiah P. LeRoy
200 College St. 4th floor
Asheville, NC 28801

A public bid opening will be held at this same location on December 2, 2022 at 3:00 PM EST

Additional Information

No interpretation of the meaning of any provision in this solicitation, nor any correction of any apparent ambiguity, inconsistency, error, or other matter pertaining to this solicitation shall be made to a respondent orally. All requests for interpretation, clarification or additional information regarding this solicitation should be made in writing, via email to ron.venturella@buncombecounty.org. The **deadline for questions shall be October 21, 2022 at 5:00 pm**. The County shall not be obligated to respond to requests for such interpretation or correction.

Respondents or their agents are instructed not to contact any other County employees, agents or contractors of the County and participating Agencies, the County Manager offices, or the County Commission, or to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this solicitation to the date of execution of the Agreement resulting from this solicitation. Agencies, at their sole discretion, may disqualify Respondents in violation of this paragraph.

Agencies reserve the right to cancel or modify the terms of this solicitation at any time. County will provide Respondents with written notice of the cancellation or modification.

Renewable Energy Installation Services

Scope of Work

As mentioned in the background section of this solicitation, Buncombe County is working to develop an approach to reach their goals for carbon footprint reduction and renewable energy. A major step in this process is to install renewable energy systems on as many public facilities as is financially viable.

The Respondent must demonstrate the ability to perform the work described in the Scope of Services and have significant experience to perform the outlined work successfully. The design and engineering of the PV systems is to maximize the energy resources, taking into consideration the customer's electrical demand and load patterns, proposed installation site, available solar resources, existing site conditions, and other relevant factors.

Scope of Services

- The scope of services provided by the Respondent shall include all tasks required to engineer, fabricate, deliver, and install PV systems on the identified public facilities that stress cost savings, energy use reduction and efficient operation.
- The scope shall also include, but not be limited to, securing all permits and approvals from governing and regulatory agencies, all labor, taxes, services, permit fees, and equipment necessary to produce and install a fully operational PV system;
- Supply all equipment, materials, and labor necessary to install the PV systems and integrate them with other power sources. All applications and costs associated with utility interconnection shall be borne by the awarded Respondent.
- Provide a monitoring program that allows Agencies to monitor, analyze and display historical and live solar electricity generation data for installed sites. The system will allow Agencies to track progress toward the renewable goal for all the systems for each Agency as well as monitor performance against the warranted production requirements on a site-by-site basis.
- Operation and Maintenance contracts will be listed as an alternate on the bid and will be discussed during contract negotiations

Design Guidelines for PV Systems:

Preliminary layouts for all PV systems have been provided for each project. Respondents should use the provided layouts and product specifications to create their bids without exception. Spec sheets for the racking systems and inverters have been provided with this RFP. In order to provide some level of flexibility for respondents the County will except bids which include modules that meet the following specifications

- **Manufacturer: Trina or QCell**
- **Module Type: Bifacial**
- **Wattage: 465W or greater**
- **Efficiency: 19.8% or greater**
- **Performance Warranty Term: 30 Years**
- **Product Warranty Term: 12 Years**
- **Connectors: MC4 connectors compatible with MLPE**

The awarded Respondent will be required to complete all due diligence and installation requirements necessary to maintain any and all existing roof warranties at all of the facilities listed in the RFP documentation.

Utility Interconnection

The contractor shall coordinate with Duke Energy Progress (DEP) to ensure that the project satisfies all DEP criteria for interconnection of the project to the DEP electric distribution system. This includes submitting all interconnection application documents, coordinating all negotiations, meeting with DEP, conducting design reviews, and participating in any needed interaction between DEP and the Agencies.

The contractor shall manage the interconnection and start-up of the project in coordination with the sites and DEP. The contractor shall include any expense for interconnection, processing, and other fees and expenses as may be required by DEP for interconnection and operation of the project in the submitted solicitation response budget.

Bid Format

Bids should be submitted in a format that allows for uniform review and easy access to information. The proposals should be clear and concise. Emphasis should be placed on the specific qualifications of Respondent and their ability to manage the requested services. To assist in the evaluation process the proposal shall contain at least the following information:

- **Transmittal Letter and Signature Page:** Provide a brief cover letter identifying the primary contact person, their telephone number and email. The letter should state your firm's commitment to provide the services as needed in this solicitation, summarizing the key points of the submittal. (One page max).
- **Budget Spreadsheet: Found in the Attachments section of this solicitation.** The budget spreadsheet will be included in the solicitation documents available online. Respondents are required to provide an itemized budget for each individual project that separates out the various costs such as modules, racking, inverters, permits, interconnection, etc. for each project. This spreadsheet should be completed and provided on a USB drive and included with the sealed bid. There is no need to print the entire spreadsheet.
- ONLY the Summary tab of the spreadsheet should be **printed and signed** by the respondent and included in the sealed envelope.

So the County can determine if a bidder is responsible please provide the following:

- **Basic Qualifications**
 - Provide the firm's history and experience with commercial renewable energy installation in the last 5 years;
 - A complete list with brief descriptions of recent and relevant commercial renewable installations the firm has participated in in the last 5 years;
 - Qualified firms must have a minimum experience of 5 years in commercial solar development and installation (residential installations will not count as qualified experience)
 - Qualified firms must have experience with turn-key solar development and installations on commercial facilities and have installed at least 1MW of commercial solar in the

previous 5 years; this experience should include having installed ballasted flat rooftop systems and flush mounted rooftop systems

- Information describing the firm's knowledge or experience coordinating with utilities
- NABCEP Certified PV Installer on Staff – Provide documentation

- **Staff Qualifications**

- Provide an overview of the qualifications of your project manager and key project staff, including any anticipated sub-contractors;
- Describe who will perform the various tasks and what will be their level of involvement and responsibilities and give their qualifications for this specific project;
- Include resumes of individuals; and
- Indicate the location of the office that agent(s) will work out of while services will be performed.

- **Approach to Project**

- Provide a general estimated timeline for completion (respondents will not be expected to adhere to any timeline in the solicitation submission, rather this is for the Agencies to get a sense for the estimated amount of time it will take to complete a project of this scope. A formal timeline will be defined with the awarded respondent during contract negotiations).

- **Examples of Work**

- References: Provide at least three (3) specific example(s) of your firm's projects which might closely mirror the proposed scope of services in this solicitation. Where available, online links to examples should be provided for reference during proposal review. Provide the role your organization performed in the project (e.g. supplier, lead contractor, design, consulting, etc.) including: location, date installed and customer contact information.

Each bid shall be accompanied by a cash deposit, a cashier's check or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation of an amount equal to not less than five percent (5%) of the proposal or in lieu thereof, a bidder may offer a bid bond of five percent (5%) of the maximum amount of the total bid executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand, forthwith make payment to the obliges upon said bond if the bidder fails to execute the contract in accordance with the bid bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law.

Performance Bond and a Payment Bonds will be required from the winning bidders for one hundred percent (100%) of each project price. Contractors will be allowed to obtain performance and payment bonds individually for each project as they are built so as not to over tax the bonding capacity of the awarded bidder. A Corporate Surety approved by the Owner, will be required for the faithful performance of the contract.

Bid Award

This solicitation will adhere to North Carolina General Statutes for construction contracting. The contract will be awarded to the lowest responsive, responsible bidder for purchasing of the PV systems.

As stated above, all responding firms, in order to be considered responsive, **will be required to provide a base bid for the cost for direct purchase and ownership of the PV systems.**

The County staff will conduct reference checks by contacting those individuals submitted by the Respondent with their bid in response to this solicitation. In addition, the Agencies may contact references not listed by the Firm.

References checks will be used to validate information included in the Bid Proposal submitted by Respondents.

Agencies reserve the right to investigate and confirm the Respondent's financial responsibility. This may include financial statements, bank references and interviews with past clients, employees, and creditors, as well as the quality of services. Unfavorable responses to these investigations are grounds for rejection of a bid proposal.

If compensation or other terms cannot be agreed upon with the selected firm, the County will terminate negotiations with that firm and may enter into negotiations with the next lowest, responsive responsible bidder.

General Terms & Conditions

READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFQ document.

LATE PROPOSALS: Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.

ACCEPTANCE AND REJECTION: Agencies reserve the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

INFORMATION AND DESCRIPTIVE LITERATURE: If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.

SUSTAINABILITY: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

All copies of the proposal are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%. Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable. Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

HISTORICALLY UNDERUTILIZED BUSINESSES: Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts. Buncombe County has a current verifiable goal of twelve percent (12%) for minority participation on building construction or repair projects, ten percent (10%) each for procurement, and services

INELIGIBLE VENDORS: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.

CONFIDENTIAL INFORMATION: County requests that no confidential information be included in the initial proposals. To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

INFORMAL COMMENTS: Buncombe County shall not be bound by informal explanations, instructions or

information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFQ and in formal Addenda issued through IPS.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.

AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

PAYMENT TERMS: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.

NON-DISCRIMINATION: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.

INSURANCE

Insurance. Contractor agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Contractor shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Contractor with a minimum limit of \$5,000,000 per occurrence with a \$10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting coverage for premises operations, independent contractors, completed operations, product and contractual exposure, and shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. All Agencies for which the bidder is supplying bids shall be named as an additional insured under the policy.

Professional Liability. Insurance covering the Contractor and any subcontractors for acts, errors, or omissions in performance of the Agreement with a minimum limit of \$1,000,000 per claim with a \$2,000,000 aggregate. The policy shall remain in effect two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Contractor may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying general liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Contractor's Pollution Liability. If the Contractor's commercial general liability policy referenced above does not include an endorsement including the Limited Pollution Liability Extension, Contractor will be required to purchase a Pollution Liability policy with limits of \$1,000,000 per loss and \$1,000,000 aggregate. Contractor shall keep this policy in effect 3 years after completion of the project. Buncombe County shall be named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations.

Installation Floater insuring the amount of the contract. Coverage is to be written on a Special Covered Cause of Loss Form and is to include theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work, soft costs (expediting expenses); deletion of any coinsurance provision is also required; any exclusions for underground exposures to be deleted. Flood and Earthquake coverages are also to be provided. Coverage shall end when the work is accepted by each Agency regarding each property owner's respective work locations.

Additional Insurance Provisions.

If the Contractor maintains higher limits than the minimums shown above, the Agencies require and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agencies regarding each property owner's respective property interests.

The Contractor shall provide the all Agencies with certificates of insurance on an approved form, evidencing the above amounts. All Agencies shall be named as an additional insured under the commercial general liability and contractor's pollution liability policies. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the Agreement.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the Agencies, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A. M. Best Company and shall be in a form acceptable to the Agencies.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that Agencies are additional insureds on insurance policies required from subcontractors.

Waiver of Subrogation: The Contractor hereby grants to Agencies a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agencies by virtue of payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement.

Nothing in this section is intended to affect or abrogate the Agencies' governmental immunity.

GENERAL INDEMNITY: The Vendor shall hold and save all Agencies, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the Agency has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's and or any other Agencies' agents who are involved in the delivery or processing of Vendor deliverables or Services to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

CONFIDENTIALITY: Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential,

used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.

COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

ENTIRE AGREEMENT: This solicitation and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This solicitation, any addenda hereto, and the Vendor's bid proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

AMENDMENTS: The Contract may be amended only by a written amendment duly executed by the Agencies and the Vendor.

NO WAIVER: Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Agencies under applicable law. The waiver by the Agencies of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the Agencies under applicable law.

Minority Business Participation

It is the policy of Buncombe County to: (1) provide minorities equal opportunity to participate in all aspects of County contracting and purchasing programs, including but not limited to, participation in procurement contracts for equipment, professional and other services contracts, and construction contracts; (2) prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, disability or national origin, and to conduct its contracting and purchasing programs so as to prevent any discrimination and to resolve all claims of such discrimination.

Buncombe County will actively seek to identify qualified minority businesses and offer them an opportunity to participate as providers of goods and services to the County. It is the intent of this plan to widen opportunities for participation, increase competition and to ensure the proper and diligent use of public funds.

This policy is not intended in any manner to require that contracts be awarded to anyone other than the lowest responsible bidder, not to supersede the requirement of any federal, state or local laws and rules, regulations and policies adopted pursuant thereto.

Buncombe County has a current verifiable goal of twelve percent (12%) for minority participation on building construction or repair projects, ten percent (10%) each for procurement of goods and services.

DEFINITIONS

1. Minority- a person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Female

2. Minority Business (MBE) - means a business:

- a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
- b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

MINORITY OUTREACH PLAN AND GUIDELINES

Buncombe County will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the

solicitation of bids.

2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MBE firms that have expressed an interest in Buncombe County projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors who plan to participate in the project.
6. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share "best practices" and ideas to improve programs.
7. Participate in educational opportunities throughout the community as they become available and offer training sessions to share Buncombe County's outreach plan with interested businesses and organizations
8. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
9. Enhance Buncombe County's web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
10. Advertise upcoming bid opportunities in minority-focused media.
11. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Certification

Buncombe County requires certification for minority, disadvantaged or women-owned businesses. Any business that desires to participate as an MBE will be required to complete and submit for certification, documents required by any of the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

MINIMUM COMPLIANCE REQUIREMENTS

All written statements or affidavits made by the bidder shall become a part of the agreement between the Contractor and Buncombe County for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by Buncombe County that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Buncombe County whether to terminate the contract for breach.

In determining whether a contractor for construction projects has made good faith efforts, Buncombe County will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 pts.)
2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 pts.)
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 pts.)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 pts.)
5. Attending any pre-bid meetings scheduled by the public owner. (10 pts.)
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 pts.)
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters

of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 pts.)

9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 pts.)
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 pts.)

MBE SUBCONTRACT GOALS:

The goals for participation by Minority firms as subcontractors on this project have been set by the Buncombe County Board (hereinafter Board) at 12%.

MBE FORMS ARE FOUND IN THE "ATTACHMENTS" SECTION OF THIS SOLICITATION

The bidder must identify on MBE Form 1, the businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to provide this evidence may result in rejection of the bid and award to the next low bidder.

MINIMUM COMPLIANCE REQUIREMENTS:

If the MBE subcontract goals are not achieved, the Bidder shall provide the following documentation to the Board.

1. MBE Utilization Commitment (MBE Form 1) with the bid.

2. Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions (upon request prior to award). This documentation shall include the following evidence:
 - A. Copies of solicitations for quotes to at least three (3) MBE firms from the source list provided by the Minority -Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereinafter Minority Business Development Agency) for each subcontract to be let under this contract (if 3 or More firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
 - B. Copies of quotes or responses received from each firm responding to the solicitation.
 - C. A telephone log of follow-up calls to each firm sent a solicitation.
 - D. For subcontracts where an MBE firm is not considered to be the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
 - E. Documentation of any contacts, correspondence or conversation with MBE firms made in an attempt to meet the goals.

Note: If the Bidder provides sufficient evidence (listed in #1) that the goals stated in the contract documents have been met, or awards all subcontracts to MBE'S, the documentation listed in #2 will not be required.

Upon being named apparent low bidder, the Bidder shall provide a Letter of Intent (MBE) Form 3), complete with a description of the scope of services and dollar value from each MBE firm proposed for use in this contract. Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder. The Board reserves the right to waive any irregularities in MBE documentation if they can be resolved prior to award of the contract, and the Board finds it to be in its best interest to do so and award the contract.

SUBCONTRACTOR PAYMENT REQUIREMENTS:

North Carolina General Statute 143-134. 1, states that the percentage of retainage on payment made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Board to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MBE subcontractor with each request for payment or before final payment is processed.

PROGRAM COMPLIANCE REQUIREMENTS:

All written statements, certification or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Board for performance of this contract. Failure to comply with any of these states, certifications, or intentions, or with the MBE Guidelines shall constitute a breach of the contract. A finding by the Board that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Board whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the Board will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of their efforts. The Board may take into account any or all of the following:

1. Whether the Bidder attended any pre-bid meetings that were scheduled by the Board;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a minimum of three MBE's for each portion of the work subcontract, that their interest in the contract was being solicited in sufficient time to allow the MBE's to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contacting MBE's to determine with certainty whether the MBE's were interested;
5. Whether the Bidder selected portions of the work to be performed by MBE's in order to increase the likelihood of meeting MBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
6. Whether the Bidder provided interested MBE's with adequate information about the plans, specifications and requirements of the contract;
7. Whether the Bidder negotiated in good faith with interested MBE's not rejecting MBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.

ATTACHMENTS

The Proposal Cover Sheet is included in the MS Excel Budget Document in the Bidder Info tab. The budget spreadsheet can be found as a part of the solicitation documents on Buncombe County's website at

<https://www.buncombecounty.org/governing/depts/purchasing/default.aspx#sec-bid-rfp-opportunities>

FORM 1

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #
Category

Work type

*Minority

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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A)
American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$)_____

State of North Carolina AFFIDAVIT A - Listing of the Good Faith Effort

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked: **Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive** (1 NC Administrative code 30 1.0101)

- ☐ **1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute

a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B - Intent to Perform Contract with Own Workforce

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

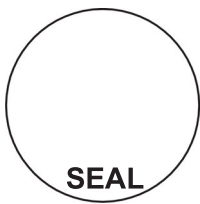
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



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A. Statement of Interest

Eagle Solar & Light, LLC (ESL) is pleased to offer the following proposal in response to the RFP issued October 31st, 2022. We acknowledge reviewing the Advertisement, RFP, and Addendums #1, #2, and #3. If selected, we will be the EPC installer and the O&M service provider. We will be partnering with Action Solar & Electric, LLC, a Carrboro-based Minority owned-business for the alternating current (AC) portion of the installation, as well as Model Energy for the final engineering.

For avoidance of doubt, this proposal includes provision of professional site analysis, planning, financing, design, engineering, permitting, contract development, construction management, operation and maintenance services, as well as the Duke Energy Interconnection and Rebate processes and the permitting process.



December 7th, 2022

Jeremiah LeRoy, Office of Sustainability
Buncombe County Office
200 College St., Fourth Floor Asheville NC, 28801

Mr. LeRoy,

Eagle Solar & Light, LLC (ESL) is pleased to offer this response to the Buncombe Solar PV Request for Proposals (RFP). We confirm our intent to provide all the services listed in the RFP for the price listed.

We are well-suited to be the Buncombe County's trusted partner as it broadens its energy resource portfolio to meet the ambitious goal of municipal operations being 100% renewable by 2030. We are a full-service renewable energy company with significant engineering, electrical and solar PV expertise. We have installed over ten megawatts of Commercial and Industrial (C&I) rooftop solar across the Southeast, with a special focus on tax-exempt entities in North Carolina. We are proud members of the Amicus Solar Cooperative, a member-owned purchasing cooperative that gives us access to competitive pricing on equipment from reputable manufacturers as well as access to the technical expertise and experience of the 70+ member-owners across the country.

We are pleased to offer the attached narrative and other documents that detail our turnkey services to meet all the specifications and tasks detailed in the county-issued Request for Proposals. ESL trusts that this proposal gives you sufficient information to make an informed decision for evaluating the best partner for this solar PV RFP.

Best,

Carlton Angell
Sales Associate
cangell@eaglesolarandlight.com
912-604-5721



Eagle Solar & Light, LLC

North Carolina General Contractor #79280

Construction Bid

BUNCOMBE COUNTY, NORTH CAROLINA

SOLAR RFP 2022

RENEWABLE ENERGY PROCUREMENT AND INSTALLATION



i. **Team Qualifications**

- a. **Sam Yates**, CEO, and founder of ESL is the overall Project Director for this project and is responsible for all the financial matters relating to this project including administration, payments, and accounting. Sam has 38 years of engineering experience including time with Exxon USA, another start-up renewable energy company, and a vertically integrated manufacturing/distribution group. Sam has a Mechanical Engineering/Materials Science degree from Vanderbilt University, and an MBA from the University of Virginia. He will work out of the Birmingham and Ashville offices.
- b. **Joe Bennett**, Managing Member of Operations and Design is the Technical Lead for this project. Joe is a certified PV Installation Professional by the North American Board of Certified Energy Practitioners. Joe has over 30 years of operations experience with international and domestic sales development, consumer electronics manufacturing and low voltage general contracting. He has a bachelor's degree in Business Administration from Faulkner University. Joe has designed well over 150 PV systems for commercial, residential, and off-grid projects. Joe is based in our Birmingham office.
- c. **Michael Churchman**, Chief Operating Officer for ESL and leading up our Asheville office is a resident of Black Mountain. He will be the Field Team Supervisor for this project. Michael has installed over 125 PV systems in Alabama, Montana, and North Carolina. Michael is a certified Associate by the North American Board of Certified Energy Practitioners and has a Bachelor of Science Degree from Louisiana College.
- d. **Jack Boyce** is the Project Manager for ESL. He is responsible for the interconnection, approval and permitting phases, ordering, and tracking materials, budget tracking, daily and weekly logs, and schedule compliance. Jack has an undergraduate degree in Business Administration from Washington and Lee University. Jack is based in our Durham office.
- e. **Luke Cunningham** is the Western North Carolina Solar Construction Manager for ESL. He graduated from Samford University with a Bachelor of Science Degree. He has been with ESL since graduation and has two years of commercial rooftop experience with over 975kW installed. Luke is based in ESL's Asheville Office.
- f. **Aaron Schwartz** is the Quality Assurance engineer assigned to this bid and will likely do a portion of construction document design. He holds the NABCEP PV Professional Installation certification and is a graduate of N.C. State University. Aaron has been with ESL for two years and is based in our Durham office.

ii. **List of major Sub-contractors**

- a. **Action Solar LLC**: Julian Nunez, a Carrboro-based minority small business co-owner, has 25 years of solar and electrical experience. Action Solar, including Julian and his team of minority workmen, have completed multiple systems in Western North Carolina and will be doing the AC interconnection work. Electric Contractor Number: 31399-U



- b. **Model Energy LLC:** Andrew King, a Raleigh-based Professional Engineer, is the principal engineer and has over a decade of experience designing commercial PV systems. Model Energy's work will include the review and stamping of the electrical designs and permitting documents.

D. Project Approach and Timeline

If contracted in December 2022, we expect that installation could begin late spring/early summer depending on final interconnection request approval.

Given the scope and scale of this project, ESL is engaging our proven 5-step approach to commercial solar installations. Currently, these five distinct steps can be taken sequentially and concurrently, but we are amenable to other suggestions and arrangements. These steps include: 1) Interconnection Request and Rebate Application, 2) Permit Package, 3) Material Ordering, 4) On-Site Construction, and 5) Commissioning and Close Out. We have laid out a provisional timeline for the project in Appendix B.

- i. **Interconnection Request and Rebate Application:** This first step includes a formal site visit with Buncombe County to verify site specifics and points of contact for facility/equipment questions, interconnection request, and billing. ESL will then obtain a Docket Number from the NC Utilities Commission and submit the required "Report of Proposed Construction" (ROPC) with the docket number and relevant info. After the ROPC process, ESL will submit the Interconnection Application, which will include an engineer-stamped Single Line Drawing of the design. We will also need the Buncombe County Contact to notarize a site verification form for Duke and sign the Interconnection Request (IR). After submittal of the Interconnection Application, ESL will use the Duke Energy-issued Project ID to reserve the applicable Rebate. After the Interconnection Request process is complete, Duke will issue an Interconnection Agreement (IA) for Buncombe County to sign. Once the IA is executed, Buncombe County has one year to install the systems to receive the Rebate.
- ii. **Permit Package:** During the Interconnection Process, we will complete and submit the permit package to the Authority Having Jurisdiction, utilizing the prepared For-Construction engineering documentation.
- iii. **Material Ordering:** Given supply chain bottlenecks, we will order materials soon after contract signing to avoid delays and store this equipment in a secure location. This will include modules, racking, inverters electrical components and balance of system. Once permits are issued, we will order rental equipment and assess tools and resources as necessary for the jobsite to begin installation. When this is received, we will be ready for construction.



- iv. **On-Site Construction:** While it is too detailed to list in this proposal, here are some of the major steps/actions that will be taken during the installation.
- Materials, heavy equipment, and dumpsters will be delivered to project site.
 - Utility location will take place prior to any soil disturbance.
 - The solar racking (and MLPE as required) is installed, then modules will be installed and strung together with output circuits running to combiner boxes and/or the inverter location. The inverter will then be installed, and cellular communication kit installed for monitoring. The electrical subcontractor will concurrently be working on installing everything from the inverter outputs to the point of interconnection on the AC side of systems.
 - Construction safety is a primary goal and OSHA requirements will be enforced on the job site, including PPE, fall protection, lock-out tag-out procedures, site-safety plan, crane safety plan, etc.
- v. **Commissioning and Close-Out:** The final phase of the installation will be equipment testing, quality assurance inspection plan, securing certificates of compliance, and ensuring that Duke Energy installs the bilateral meter. After that critical step, we will commission the system and conduct owner training.

| Eagle Solar & Light, LLC. | |
|------------------------------|-----------------------|
| Summary of All Project Costs | |
| Facility Name | Direct Purchase Cost |
| Enka Middle | \$331,290.54 |
| North Buncombe | \$273,041.69 |
| Emma Elementary | \$374,138.36 |
| Oakley Elementary | \$145,143.42 |
| 60 Court Plaza | \$149,800.27 |
| TOTAL COST | \$1,273,414.28 |

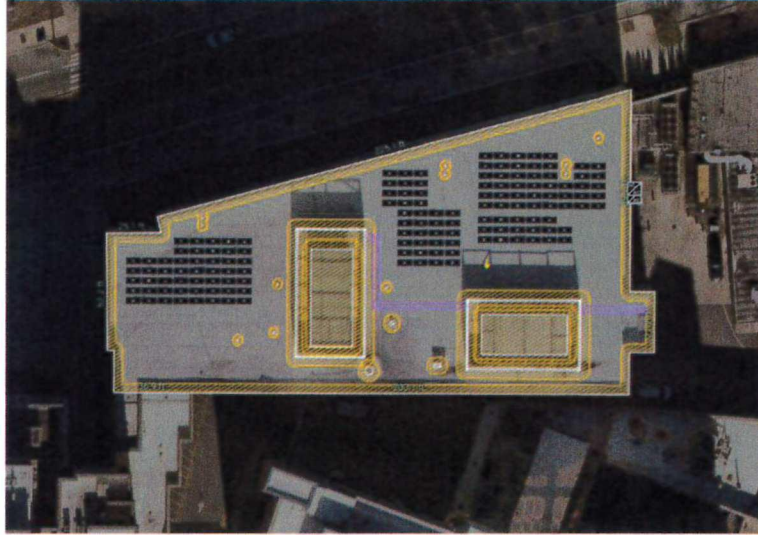
| | |
|--|--|
| Please identify the module that you have spec'd for this bid here ---> | |
|--|--|

Please remember to print and sign this page and submit it with you bid

| | |
|---|----------------|
|  | <u>12/7/22</u> |
| Authorized Signature | Date |



v. 60 Court Plaza



| System Equipment List | | |
|-----------------------|---------------------------------|--|
| Quantity: | Component: | |
| 146 | Q.CELL Q.PEAK DUO XL G10.2 480s | |
| 75 | SolarEdge P1101 Optimizer | |
| 2 | SE30kUS Inverter | |

| Facility: 60 Court Plaza Budget | |
|-------------------------------------|----------------------|
| Modules | \$ 34,692.25 |
| Racking System | \$ 15,478.00 |
| Inverters/DC Optimizers | \$ 15,320.60 |
| Balance of System / Misc. | \$ 16,665.00 |
| All Labor | \$ 27,520.00 |
| Permitting and Other Fees | \$ 7,545.00 |
| Interconnection | \$ 1,600.00 |
| Other Project Costs (add as needed) | \$ 27,420.00 |
| subtotal | \$ 146,240.85 |
| Performance and Payment Bond Cost | \$ 2,924.82 |
| Total Bid Costs | \$ 149,165.67 |



iv. **Oakley Elementary**



| System Equipment List | |
|-----------------------|---------------------------------|
| Quantity: | Component: |
| 161 | Q.CELL Q.PEAK DUO XL G10.2 480s |
| 81 | SolarEdge P1101 Optimizer |
| 2 | SE30kUS Inverter |

| Facility: Oakley Elementary Budget | |
|-------------------------------------|----------------------|
| Modules | \$ 37,867.20 |
| Racking System | \$ 10,527.00 |
| Inverters/DC Optimizers | \$ 15,060.36 |
| Balance of System / Misc. | \$ 16,260.00 |
| All Labor | \$ 30,458.40 |
| Permitting and Other Fees | \$ 2,204.00 |
| Interconnection | \$ 1,600.00 |
| Other Project Costs (add as needed) | \$ 27,720.00 |
| subtotal | \$ 141,696.96 |
| Performance and Payment Bond Cost | \$ 2,833.94 |
| Total Bid Costs | \$ 144,530.90 |



iii. Emma Elementary



| System Equipment List | | |
|-----------------------|---------------------------------|--|
| Quantity: | Component: | |
| 479 | Q.CELL Q.PEAK DUO XL G10.2 480s | |
| 241 | SolarEdge P1101 Optimizer | |
| 1 | SE100kUS Inverter | |
| 1 | SE80kUS Inverter | |

| Facility: Emma Elementary Budget | |
|-------------------------------------|----------------------|
| Modules | \$ 120,573.12 |
| Racking System | \$ 30,670.00 |
| Inverters/DC Optimizers | \$ 43,355.00 |
| Balance of System / Misc. | \$ 33,245.12 |
| All Labor | \$ 67,720.00 |
| Permitting and Other Fees | \$ 8,500.00 |
| Interconnection | \$ 1,600.00 |
| Other Project Costs (add as needed) | \$ 59,595.00 |
| subtotal | \$ 365,258.24 |
| Performance and Payment Bond Cost | \$ 7,305.16 |
| Total Bid Costs | \$ 372,563.40 |



ii. North Buncombe



System Equipment List

| Quantity: | Component: |
|-----------|---------------------------------|
| 320 | Q.CELL Q.PEAK DUO XL G10.2 480s |
| 160 | SolarEdge P1101 Optimizer |
| 2 | SE50kUS Inverter |
| 1 | SE17.3kUS Inverter |

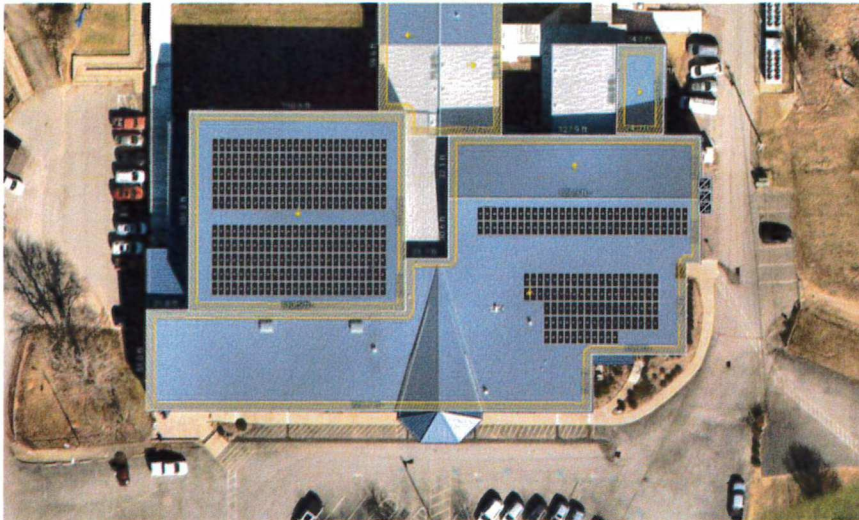
Facility: North Buncombe Middle Budget

| | |
|-------------------------------------|----------------------|
| Modules | \$ 81,042.02 |
| Racking System | \$ 17,532.00 |
| Inverters/DC Optimizers | \$ 35,804.96 |
| Balance of System / Misc. | \$ 29,468.04 |
| All Labor | \$ 56,240.00 |
| Permitting and Other Fees | \$ 4,870.02 |
| Interconnection | \$ 1,600.00 |
| Other Project Costs (add as needed) | \$ 40,000.00 |
| subtotal | \$ 266,557.04 |
| Performance and Payment Bond Cost | \$ 5,331.14 |
| Total Bid Costs | \$ 271,888.18 |



E. System Details

i. Enka Middle



| System Equipment List | | |
|-----------------------|---------------------------------|--|
| Quantity: | Component: | |
| 407 | Q.CELL Q.PEAK DUO XL G10.2 480s | |
| 207 | SolarEdge P1101 Optimizer | |
| 3 | SE50kUS Inverter | |

| Facility: Enka Middle School Budget | |
|-------------------------------------|----------------------|
| Costs | |
| Modules | \$ 104,726.00 |
| Racking System | \$ 23,262.28 |
| Inverters/DC Optimizers | \$ 41,562.14 |
| Balance of System / Misc. | \$ 33,039.10 |
| All Labor | \$ 62,954.00 |
| Permitting and Other Fees | \$ 6,525.00 |
| Interconnection | \$ 1,600.00 |
| Other Project Costs (add as needed) | \$ 49,755.00 |
| subtotal | \$ 323,423.52 |
| Performance and Payment Bond Cost | \$ 6,468.47 |
| Total Bid Costs | \$ 329,891.99 |



| Eagle Solar & Light, LLC. | |
|------------------------------|----------------------|
| Summary of All Project Costs | |
| Facility Name | Direct Purchase Cost |
| Enka Middle | \$331,290.54 |
| North Buncombe | \$273,041.69 |
| Emma Elementary | \$374,138.36 |
| Oakley Elementary | \$145,143.42 |
| 60 Court Plaza | \$149,800.27 |
| TOTAL COST | \$1,273,414.28 |

B. Basic Qualifications and Project/Reference List

ESL is a limited liability company established by Sam Yates, resident of Highlands, North Carolina, in April 2016. The firm is licensed as a General Contractor in NC/AL/GA/MS/SC with several of the staff possessing varying levels of NABCEP certifications. ESL has designed and installed over 150 PV projects in both Alabama and North Carolina, with the overwhelming majority of installs being in the commercial sector. Additionally, ESL has won several competitive bids with municipal agencies including the Town of Hanceville, AL, Orange Water Sewer Authority in Carrboro, NC, and Housing Authority of Birmingham, AL.

ESL has completed over 40 Interconnection Requests and Rebate Applications with Duke Energy in North Carolina. ESL developed, designed, and installed all the systems under section iv with the exception of Lee Walker Heights, where we only performed the install work.

ESL is a proud member of AMICUS, a member-owned purchasing cooperative of +70 high-quality, independent, value-driven solar energy companies from across the country. ESL has brick and mortar offices in Asheville NC, Durham, NC and Birmingham, AL. ESL's General Contractor's license is #79280 and ESL also holds Docket EGL-1 Sub 1 with North Carolina Utilities Commission.

i. Partial List of Projects in NC/Examples of ESL Installation:

- a. **Carolina Day School** in Asheville, three leased roof-top systems totaling over 300kW with a market value of \$600,000 (one ballasted roof mount, two flush-mount, installed in 2019 and 2021). Point of Contact (POC): Brett Fuhrman (bfuhrman@carolinaday.org)
- b. **Orange Water and Sewer Authority** in Chapel Hill, four leased systems that total 660kW with a market value of \$1.3m (two ballasted roof mounts and two ground-mounts installed 2020-2022). Point of Contact (POC): Mary Tiger (mtiger@owasa.org)



- c. **Unitarian Universalist Fellowship** of Raleigh, 41kW a ballasted roof-mount. A leased systems with a market value of \$95,000 installed in 2020. POC: Russ Oucalt (Rjoutcalt@gmail.com)
- d. **St. Andrews Episcopal Church** of Greensboro, 51kW flush-mounted system that is leased with a market value of app \$100,000 installed in 2020. POC: Chris Berger (ceberger5@me.com)
- e. **St. Francis of Assisi Catholic Church** in Raleigh, a 75kW flush-mount system that is leased with a market value of app \$145,000 installed in 2020. POC: Rob Neppel (Rob.Neppel@stfrancisraleigh.org)
- f. **Woods Charter School** in Chapel Hill, a 276kW flush-mount that is leased system with a market value of app \$552,000 installed in 2020. POC: Cotton Bryan (cbryan@woodscharter.org)
- g. **Oak City Baptist** in Raleigh, a 42kW flush-mount system installed in 2021. POC: Patrick McNair (media@oakcitybaptist.org)
- h. **St Cyprian's Episcopal Church** in Oxford, a 20kw flush-mount system installed in 2021. POC: Ajulo Othow (ajuloothow@gmail.com)
- i. **Durham Literacy Center** in Durham, a 50kW ballasted roof mount installed in 2022. POC: Lizzie Ellis-Furlong (lizzie@durhamliteracy.org)
- j. **Miller Property Management**, in Durham and Carrboro, five separate ballasted rooftop systems totaling 425kW installed in 2021-2022. POC: Jay Miller (jaymiller2190@gmail.com)
- k. **St Thomas More Catholic School**, in Chapel Hill, a 101kW ballasted roof mount that is a leased system with app market value of \$225,000 installed in 2022. POC: Carlos Lima (clima@stmchapelhill.org)
- l. **Hillside Church**, in Chapel Hill, a 52kW leased system that is a flush-mount installed in 2022. POC: John Roberts (johnastro7@gmail.com)
- m. **Lee Walker Heights**, in Asheville, a 174kW ballasted rooftop system installed in 2022. ESL did not design/develop this system. POC: Rich Olejniczak (rich@mtnhousing.org)
- n. **Union Cross Moravian Church**, in Winston-Salem, two leased ground-mount systems totaling 60kW installed in 2020. POC: Dan Johnson (dan@njtravel.us)
- o. **Asheville School**, in Asheville, a 53kW leased system that is ballasted installed in 2022. POC: Tom Blieck, (bleickt@ashevilleschool.org)

C. Staff Qualifications and Sub-contractor list



Appendix A- O&M Service Option

A. *System Monitoring*

- Monitor and Report monthly and annual production totals

B. *System Alarm & Servicing*

- Respond to alarm and alert conditions and dispatch service personnel

C. *Photovoltaic Generation Equipment-Annually*

- Visually inspect and document all electrical enclosures for corrosion, heat distortion, moisture entry, electrical termination, insect infestation, rodent issues, and exterior damage
- Visually inspect and document module cleanliness (e.g. inconsistent soiling patterns, spot spoiling, etc.) and remove any build-up of debris and trash in the array
- Visually inspect and document PV modules, racking, and wiring for broken/missing modules, damage, unexpected wear, loose racking hardware, unsecured wiring, chafing of electrical conductor insulation, and evidence of corrosion
- Visually inspect and document roof and/or canopy structures for damage, moisture entry and corrosion, where applicable
- Visually inspect and document grounding connections for loose or corroded connections at module frames and module racking/support structure
- Visually inspect and document all accessible wiring runs, elbows, weather heads, piping, conduits, and wire ways for loose connections, missing sealant, corrosion, or moisture intrusion
- Operate all inverter AC and DC disconnect switches. Validate inverter response to shut down and proper start-up
- Check inverter operating display readings and remote monitoring system
- Address, replace, or rectify any warranty or workmanship issue identified during inspection.

D. *System Testing, Preventative Maintenance-Annually*

- Perform all component supplier recommended maintenance
- Validate functionality of all communications, and data logging, verify loss of communication alarms

E. *Warranty Administration*

- Manage and supervise all warranty-eligible repairs of all equipment
- Using commercially reasonable efforts, pursue all warranty-eligible claims with equipment suppliers including requesting of return material authorization numbers,



processing warranty claim paperwork and responding to supplier inquiries to support warranty claim processing

- Maintain warranty records

F. PV Module Cleaning-Annually

- Perform cleaning of 100% of PV modules following manufacturer's recommendations for water and use of chemical agents (if any)

G. Services not covered under this policy

- Vegetation management

PROJECT TIMELINE

| Tasks | Task Explanation | Month 1 | M 2 | M 3 | M 4 | M 5 | M 6 | M 7 | M 8 | M 9 |
|---|---|---------|-----|-----|-----|-----|-----|-----|-----|-----|
| Interconnection Request (IR) | After contract execution, ESL begins the Interconnection Request. ESL sends form for notarization by client. ESL files the Interconnection Request and Duke Energy assigns a project number. After submittal, client will receive an email from Duke Energy requesting signature. | | | | | | | | | |
| Rebate application (if eligible) | ESL files the rebate application using the Duke Energy project number, and this reserves the rebate amount. | | | | | | | | | |
| Duke Energy review of Interconnection Request | This is a 3 to 6 month process. | | | | | | | | | |
| Permitting | ESL files permit applications. | | | | | | | | | |
| Installation | Project size will determine this but in general approximately 4 weeks for every 100kw. | | | | | | | | | |
| Inspection | ESL arranges inspection with the local government. | | | | | | | | | |
| Bi-Directional Meter installed | The Project Manager will coordinate with Duke Energy and the client to request the "meter swap". | | | | | | | | | |
| System Commissioning | ESL will commission system and set up monitoring platform. | | | | | | | | | |
| Rebate Receipt (if reserved) | Duke Energy sends the Rebate to the client. | | | | | | | | | |

***All Task Durations are estimates**

State of North Carolina AFFIDAVIT A - Listing of the Good Faith Effort

County of Buncombe

Affidavit of Phillip Carlton Angell (Name of Bidder)

I have made a good faith effort to comply under the following areas checked: **Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive** (1 NC Administrative code 30 1.0101)

- ☒ **1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
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- ☐ **4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☒ **9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina --AFFIDAVIT B - Intent to Perform Contract with Own Workforce

County of Buncombe

Affidavit of Phillip Carlton Angell
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Buncombe County Solar contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: Phillip Carlton Angell

Title: Eagle Solar and Light

State of North Carolina County of Buncombe
Subscribed and sworn to before me this 6th day of December 2022

Notary Public Terry L. Rentz

My commission expires 7/27/2027



Not a Commission Expires July 27, 2023
Barnstable County, MA
Terry J. Reutz
Notary Public

a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12/6/22 Name of Authorized Officer: Philip Carlton Angell

Signature: Philip Carlton Angell

Title: Eagle Solar and Light



State of North Carolina, County of Buncombe
Subscribed and sworn to before me this 6th day of December 2022

Notary Public Terry L. Rentz

My commission expires 7/27/2027

Notary Public
JERRY L. KOWA
Notary Public
Washington, D.C.
My Commission Expires Jan 27, 2012

FORM 1

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I, Phillip Carlton Angell
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #
Category

Work type

*Minority

| | | |
|--|-------------|----------|
| Action Solar, 204 Deer Ridge Dr Chapel Hill NC 27516 United States, (802) 309-9652 | Electrician | Hispanic |
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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A)
American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 58,000

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***Eagle Solar & Light, LLC****4005 2nd Avenue S.****Birmingham, AL 35222****OWNER:***(Name, legal status and address)***Buncombe County Office of Sustainability****200 College Street****Ashville, NC 28801****BOND AMOUNT: 5% of Amount Bid****SURETY:***(Name, legal status and principal place of business)***Great Midwest Insurance Company****800 Gessner, Suite 600****Houston, TX 77024**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:*(Name, location or address, and Project number, if any)***BUNCOMBE COUNTY, NORTH CAROLINA RENEWABLE ENERGY PROCUREMENT AND INSTALLATION**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **2nd** day of **December** **2022**

Eagle Solar & Light, LLC*(Principal)**(Seal)**(Witness)**(Title)***Great Midwest Insurance Company***(Surety)**(Seal)**(Witness)**(Title)* **Melissa Propst, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Kenneth Albert, Steven Michael Baas, Lakala Carter, Melissa Propst, Benjamin P. Dycus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

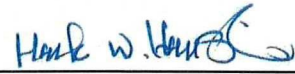
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

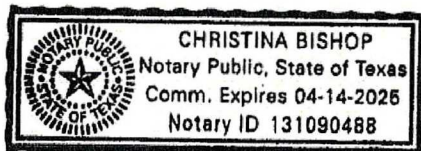



GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

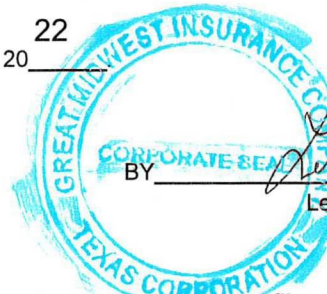


BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of December, 2022



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

