
Request for Proposals
Solar Electric System Installation and Financing
for:

Sauk County, Wisconsin

Date RFP released: September 18, 2017
Proposal Due: 2 pm November 3, 2017

Section 1: Background and Objectives

Sauk County seeks bids from qualified solar electricity installers and third party participant (TPP) investors for two solar electric systems totaling approximately 625 kilowatts (total dc rated module capacity). The projects shall be fully installed and grid connected by July 1, 2018. The systems are to be installed at Sauk County's Law Enforcement Center (LEC) Baraboo WI (approximately 400 kW) and Health Care Center (HCC) Reedsburg WI (approximately 225 kW). The sites are in the electricity services territories of Alliant Energy and the Reedsburg Utility Commission, respectively.

Sauk County is adding solar power and implementing energy efficiency measures at their Law Enforcement Center (LEC) and Health Care Center (HCC). This work is being led by Hoffman Planning, Design & Construction, Inc., of Appleton WI and Niels Wolter of Madison Solar Consulting.

The solar PV financing strategy is expected to use third party participant (TPP) investors to provide the up-front capital beyond that provided by Wisconsin Focus on Energy grant awards. TPP investors are anticipated to utilize federal tax benefits in a manner acceptable to the Sauk County, Alliant Energy, the Reedsburg Utility Commission and Wisconsin Focus on Energy. Sauk County's financing strategy's goal is to provide positive cash flow to the County over the entire term of the financing, except for the buyout year.

The objective of this Request for Proposal (RFP) is to identify the most financially advantageous proposal for Sauk County from qualified solar installers and TPP investors (under the selection criteria herein) to design, supply, install, commission, maintain and finance the solar electric systems. The TPP/financial services provider and the installation provider may be the same firm, or a partnership.

The bid documentation also includes: geotechnical report for the Health Care Center and Annual and 15-minute electricity consumption data (Excel files) for both sites.

All communications regarding this RFP shall be with Niels Wolter:

Niels Wolter

dba Madison Solar Consulting
2734 Kendall Ave.
Madison WI, 53705
madison.solar@me.com
608.216.4452

Final proposals in response to this RFP should be dropped off at the Sauk County Clerk's Office, be emailed, or mailed (two hard copies) to:

Becky Evert
County Clerk
Sauk County
510 Broadway
Baraboo WI, 53913
bevert@co.sauk.wi.us
608.355.3286

It is strongly recommended that prospective installers visit the installation sites. Interested bidders can visit the site during the site tour, which will be offered on the time and date shown on the Project Schedule. The site visits will start at the entrance to the LEC located at 1300 Lange Ct. in Baraboo. After the LEC site visit, visitors will drive to the HCC site located at 1051 Clark St. in Reedsburg. If you are unable to attend the site visit please contact Niels Wolter to schedule a site visit time (to be led by Sauk County staff). During the site tour, interested bidders will be shown all building areas involved in the solar installation. You must confirm your attendance by the time and date shown below with Niels Wolter.

Project Schedule

Activity	Date
Request for Proposals Issued	September 18, 2017
Confirm Site Visit Attendance	September 26, 2017 5 pm CT
Site Visit	September 28, 2017 1 pm CT
Proposals Due	November 3, 2017 2 pm CT
Preferred Contractor Identified	November 16, 2017
Systems Commissioned, Utility Interconnected, and Fully Operational	July 1, 2018

Section 2: Solicitation Process

Respondents to the RFP must demonstrate that they satisfy the minimum requirements described herein to be considered as eligible respondents. The response must meet the requirements herein and must adequately address all questions that may arise during the bidding process.

Responses to this RFP must be submitted in writing or electronically, signed by an authorized officer or an agent of the respondent. Sauk County must receive two hard copies (please note other requirements in Appendix 1, item 3) or an electronic PDF copy of the respondent's package. Responses submitted after the proposal due date cannot be accepted, and responses that are incomplete or do not conform to the requirements of this RFP will not be considered.

Section 3: Minimum Project Requirements That Must be Included in Proposals

Proposals submitted in response to this RFP must respond to each of the areas identified herein, including obligations of each party as envisioned by the respondent. Proposals must provide sufficient information to enable the selection committee to understand the overall proposal and the services to be provided. The selection committee reserves the right to deem any proposal as non-responsive and to give it no further consideration. The selection committee also reserves the right to request clarification and or additional information from any respondent.

Section 4: General Assumptions PV System Installation

System sizing should be modified to optimize financial performance for Sauk County at each site.

All solar electric systems are to:

- Be designed, specified and installed to maximize cost effective solar electric power production
- Be designed, specified and installed to minimize the local electric utility's interconnection costs
- Meet the requirements of the local electric utility when site's back-up generator is energized (the cost of any needed controls are to be included in the bid price)
- Be designed for easy access for maintenance and repairs
- Use solar electric modules that:
 - Have a 25-year production guarantee
 - Are on California's list of "Incentive Eligible Photovoltaic Modules"
- Use inverters that:
 - Are on California's list of "Incentive Eligible Photovoltaic Inverters"
 - Record data and display over the internet via Ethernet connection
 - Measure and record minute-by-minute solar power output
 - Ability to display data via Ethernet port connected to the internet
- Include a revenue grade monitoring systems, which meets the needs of the TPP for billing the County under the energy services agreement
- Include all troubleshooting, testing, maintenance, and repair services over the term of the energy services agreement

The selected bidder will train County staff at each site and provide a manual for operating and maintaining the PV systems for when the County takes ownership.

The selected bidder shall specify, install, operate, and maintain the PV systems to minimize the operating costs after the County takes ownership. This may include purchasing long-term warranties, extra components, or other practices.

Law Enforcement Center (LEC) Solar Electric System

Address: 1300 Lange Ct., Baraboo WI 53913

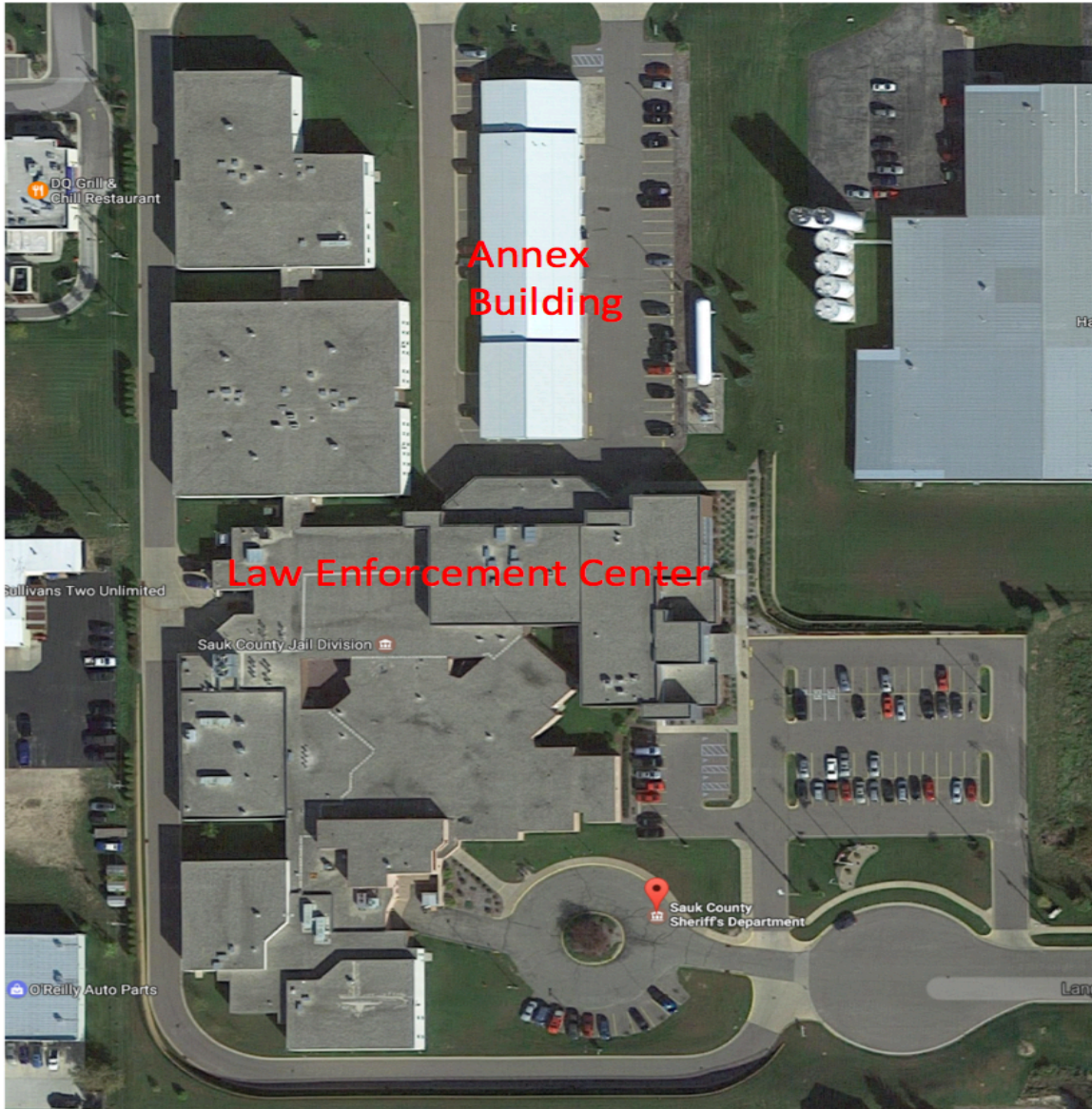
Alliant Energy current electric tariff: CP1

15-minute, monthly and annual electricity usage data provided under separate cover

The LEC System will have two arrays:

- Metal roof mounted on the Annex Building: approximately 200 kW (Figure 1)
- Flat roof mounted on the LEC's northern most two buildings, approximately 200 kW (Figure 1)
 - The LEC roof and the LEC Annex Building's roof do not require structural augmentation (PE stamped review of the LECs' roof areas are attached as Appendix 2).
 - The LEC's flat roof used for the solar system will be replaced in the spring of 2018 prior to the solar system's installation (assume installation in completed by May 15, 2018).

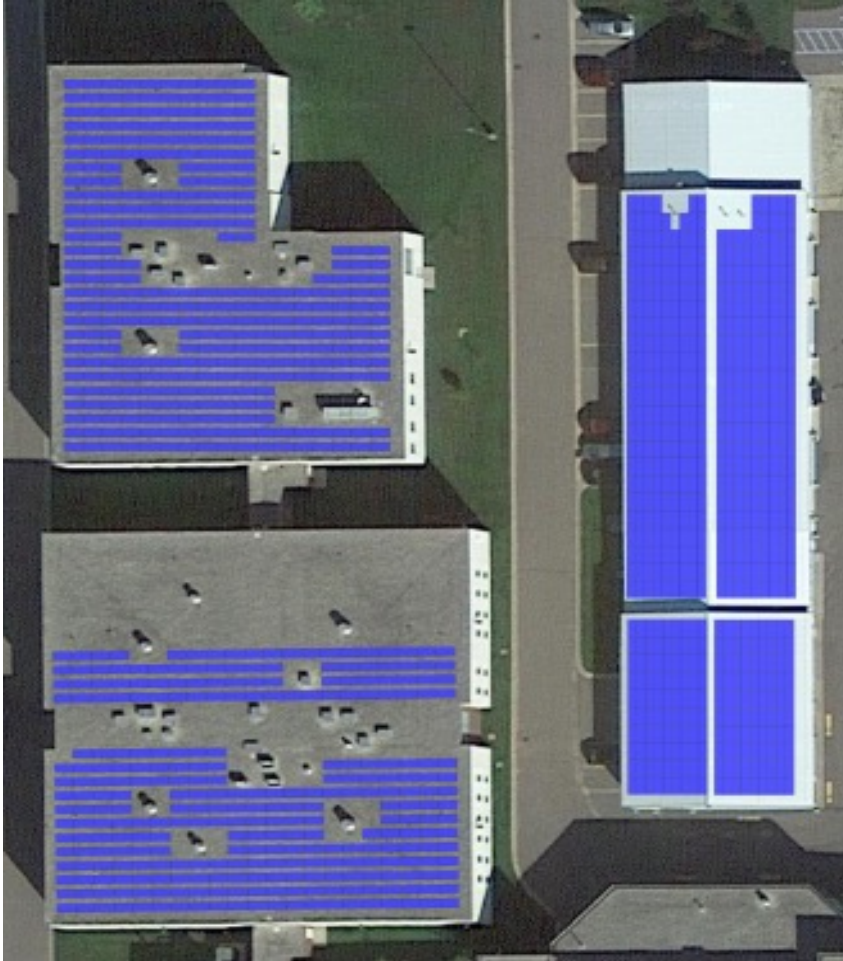
Figure 1. Google Maps Image of the LEC Site



Annex Roof ~200 kW Array

The Annex's metal roof faces east and west with about a 22° slope from the horizontal. The array should cover all available roof areas. The array should include snow breaks to halt snow slides onto cars and pedestrians. Cleary Buildings has reviewed and an independent PE has certified that the roof can support the weight of a 3-psf array (Appendix 2).

Figure 2. Helioscope Schematic of the Possible Layout of Annex and LEC Building ~400 kW PV Arrays



LEC Roof ~200 kW array

The LEC roof array is sited adjacent to the Annex Building on two flat roofed buildings. The roof areas are stone ballasted and will be replaced with an adhered membrane roof prior to the installation of the solar system. The solar installation firm will work with the roofing installation firm to ensure that the roof warranty is maintained. A PE has certified that the stone-ballasted LEC roof can support the weight of a 5.5-psf array (the removal of the ballast stones should allow for additional weight).

Health Care Center (HCC) Solar Electric System

Address: 1051 Clark St., Reedsburg, WI 53959

Reedsburg Utility Commission current electric tariff: CP2

15-minute, monthly and annual electricity usage data provided under separate cover

Figure 3. HCC Site from Google Maps

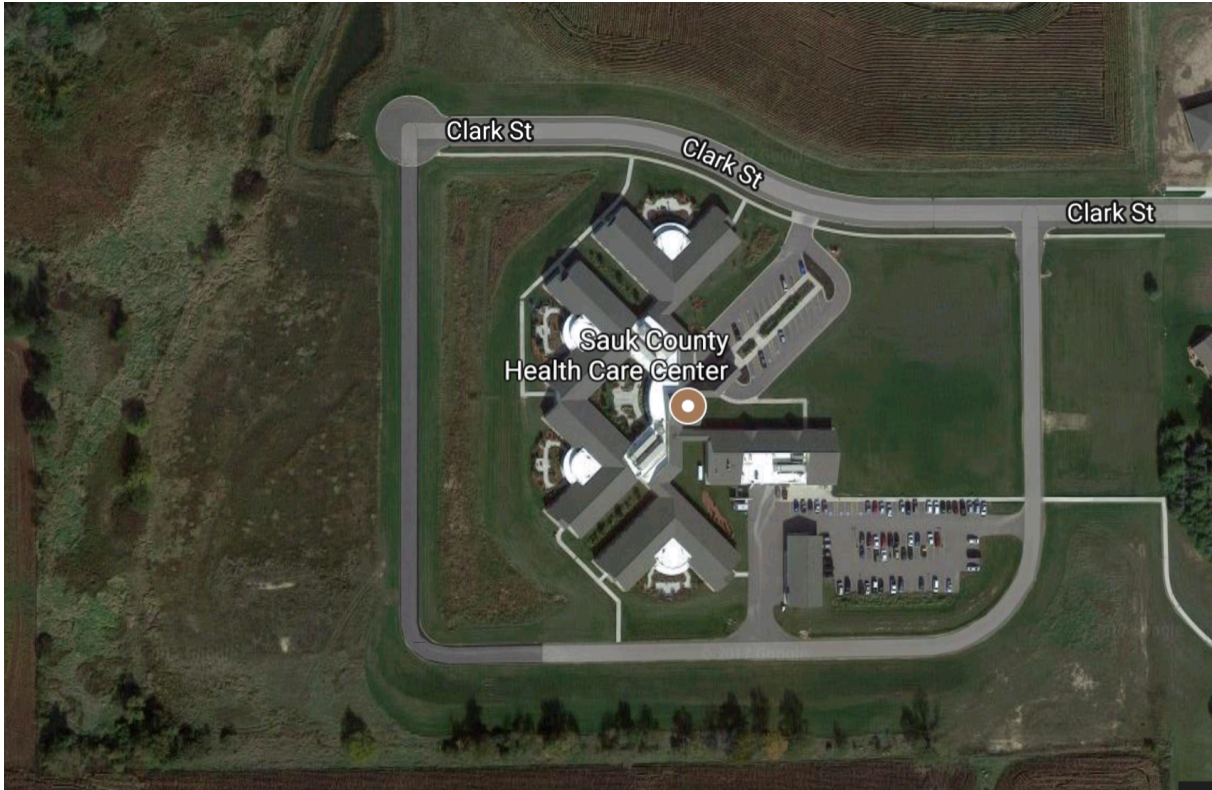


Figure 4. Helioscope Schematic of the Possible Layout for the HCC ~225 kW Solar Arrays



The HCC solar system is to be ground mounted and not tracking. The site of the PV array is to be located approximately as shown in Figure 4. Any conduit run under the road and sidewalks is to be bored noted trenched. The geotechnical report for the HCC site is provided under separate cover.

1. Code and Standards

- Installation must meet or exceed all relevant building and electrical codes of the cities of Baraboo and Reedsburg, and the State of Wisconsin.
- Modules and racking must comply with wind uplift requirements per the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures, and must be able to withstand design wind speeds of at least 100 mph (3-second gusts).
- System installation must conform to Occupational Health and Safety Administration (OSHA) directives.
- Rooftop system components should adhere to Uniform Building Code (UBC) fire code regulations.
- The selected bidder shall obtain all necessary permits.

2. Certified Solar Electric System Installer

- The lead installer for the system must be a NABCEP certified installer in good standing. The NABCEP certified lead installer must be identified in the RFP.

3. Requested Support Services

Beyond the standard design, installation and TPP financial services the selected bidder may:

- Present their proposal to the Sauk County Board, the Property and Insurance Committee and the Conservation, Planning and Zoning Committee and the HCC's Board of Trustees. The Sauk County Board may decide to proceed with both systems, one system, or no systems.
- Work with Sauk County Staff and County Board of Supervisors as appropriate to finalize all project specifications and contracts
- Submit applications to Alliant Energy and Reedsburg Utility Commission in coordination with Sauk County staff for interconnection, including:
 - Coordinate with Sauk County staff when completing the interconnection application forms
 - Be available to answer questions, provide additional information, etc., to Alliant Energy and the Reedsburg Utility Commission, if requested by the utility
 - Attend the utilities' interconnection testing and/or commissioning of the systems, if requested by the utility
 - Provide other standard procedures as needed for successful installation, financing, commissioning and operation of the solar systems

4. Insurance Responsibility (also see Appendix 1)

The Contractor performing the installation and maintenance services:

- Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.
- Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out this

agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) each occurrence / two million dollars (\$2,000,000) general aggregate liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. Maintain an Installation Floater covering labor, materials and equipment to be used for completion of the work performed against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the improvements.

- The County reserves the right to require higher or lower limits where warranted.
- Demonstrate access to construction bonds or provide other alternative method for insuring complete and timely installation of the project.
- Upon request by the County, the Contractor is required to provide a Certificate of Insurance with a minimum 60-day cancellation notice, from an insurance company licensed to do business in the State of Wisconsin. The County will have the Certificate of Insurance on file for the duration of the project.

Section 5: General Financing Assumptions

General

Item	Assumption	Comments
Sauk County will use their Focus on Energy Grants to own a portion of the PV systems	LEC Focus on Energy grant: \$86,366 assuming 457,748 kWh of solar generation in year one HCC Focus on Energy grant: \$59,555 assuming 299,392 kWh of solar generation in year one As the systems will be completed after December 31, 2017 the grant payments are reduced by 10% from the amounts indicated above.	The PV systems are to be co-owned, not third party owned. Focus on Energy is aware of this arrangement.
Solar service agreement payments	Based on actual PV system generation or similar (e.g., capacity factor)	
Solar system liability and property/casualty insurance	Cost covered, or reimbursed to County, by the TPP	

Share of solar power delivered to the utility grid	Sites' 15-minute electricity use is provided (as excel files) as part of the bid package.	The 15-minute data does not show the impact of the planned energy efficiency and demand side management measures. The energy efficiency measures being installed prior to the solar systems installation are anticipated to reduce annual electricity use by 450,000 kWh at the LEC and 220,000 kWh at the HCC.
Annual utility electricity price escalation rate for both usage and demand	3%	
Monthly average demand savings	HCC and LEC: 20% of the PV systems rated dc capacity	The LEC and HCC are concurrently implementing energy efficiency and demand management measures that should reduce demand charges in addition to demand charge reduction associated with the solar PV systems
Annual average demand savings	HCC and LEC: 12% of the PV systems rated dc capacity	
Discount rate	5%	
All solar system O&M, testing, updating, trouble shooting, and similar costs prior to buy-out by Sauk County	To be covered by the TPP	While the TPP owns the majority of the solar systems, the County is to have no expenses for the solar systems. This includes, for example, updating monitoring systems when the County changes out a server.
System buyout date and price	Must meet all federal requirements	Options for multiple dates may be offered.
County's insurance cost	0.35% of system's installed cost	

Background Information

LEC Roof Replacement

The LEC's flat roof will be replaced prior to the solar installation. Assume the new roof is installed by May 1, 2018.

Electric Utility Interconnection

The Hoffman team is currently helping install a similar sized TPP financed co-owned solar systems in Eagle River Wisconsin. The local electric utility, Eagle River Water & Light, is a member of WPPI Energy. After providing a preliminary interconnection request describing the system and the co-ownership strategy ERW&L and WPPI had no objections. The Reedsburg Utility Commission is also a member of WPPI Energy.

Two years ago the Hoffman team helped install a similar sized TPP financed co-owned solar systems at the Darlington School District. Alliant Energy reviewed all contracts, negotiated changes and allowed the systems to be energized.

Focus on Energy

The County and the Hoffman team had discussion with the Wisconsin Focus on Energy regarding the County's eligibility for the RECIP grant working with TPP arrangements. The projects were described as follows and the Grant were awarded:

The Sauk County solar projects will not use third party ownership under a power purchase agreement. The projects will include energy services including demand side management and energy efficiency services as well as solar. The projects will be co-owned with a significant share owned by the County and investors (until buyout at which time the County assumes full ownership). The agreement for energy services may take the form of an energy services agreement (similar to the Darlington School District solar project which was completed with Focus on Energy and Alliant) or a lease.

If your financing strategy differs from this description, please describe how in your proposal. Please do not contact Focus on Energy at this time.

TPP Provider's Insurance Requirements

The TPP provider shall have:

1. Commercial general liability insurance
 - For LEC with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence, \$4,000,000 in the aggregate
 - For HCC (if under 200 kW ac) with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, \$2,000,000 in the aggregate
 - Or that meets Wisconsin Statute PSC 119.05.
2. Worker's compensation and employer's liability insurance, in compliance with Applicable Laws with limits of not less than \$1,000,000.
3. Replacement cost property insurance against systems loss, with limits not less than the installed cost of the PV systems.

Section 6: List of the Proposal Components

Please clearly number each section for our ease of evaluation.

1) Transmittal Letter - Please provide a statement signed by a party authorized to sign binding agreements for projects of the type contemplated herein -- the letter shall clearly indicate that the respondent has carefully read all the provisions in the RFP. Please include information as to your company's ability to meet the installation timeline and what could prevent your company from meeting the deadline.

2) Solar PV System Installation

Product/technology description

a) Respondents shall:

b) Describe each solar electric system; including drawings of each system.

i) What is the optimal PV system size to provide the best financial performance for Sauk County, and its estimated annual kWh output? Please provide your estimates of snow and obstacle shading for each system. Please state your assumptions and show your calculations.

ii) State that the systems will comply with all the requirements of Section 4, or list the items that would not comply and state why.

iii) Describe the main technologies (modules, inverters, racking and monitoring) that your company proposes for this project and why those technologies would be in the best interest of Sauk County.

iv) For each technology selected describe any other benefits your system provides that other technologies may not provide.

v) For each technology please provide information about any potentially adverse effects. Please describe, including expected number of roof penetrations if any

vi) For each solar electric system/array describe:

(1) The installed weight of the roof-mounted components per square foot

(2) Where and the inverters will be located

(3) The ground and roof array racking system

c) Warrantees

i) What are the warranty periods and types for:

(1) Modules

(2) Inverters

(3) Racking

(4) Monitoring system

- d) System Cost
 - i) What is the fully installed and commissioned cost of the LEC and the HCC PV systems (total and \$/kW dc)
- e) Installation, Operation and Maintenance Team and Services
 - i) Describe your team and the services that would be provided during the TPP's ownership period. The County is to have no expenses for the solar systems during the period that the TPP is a part owner.
 - ii) Describe additional O&M services that you could offer after the County takes full ownership.

3) Solar PV System Financing/TPP

Assume that the LEC and HCC installations are completed by July 1, 2018

- a) Describe the TPP financing structure. Comment on its compliance with Wisconsin's utility regulation including Focus on Energy incentives and the relevant utilities.
- b) Describe the source(s) of the TPP's project financing. What are the types and sources of equity and debt financing? Is the equity from individuals, trusts, corporations, or other? If debt (of some form) is used, is it from individuals, banks, finance companies, or other?
- c) Provide examples of the required legal documents that will be used with the County.
- d) Provide the anticipated Focus on Energy grant amounts after any changes that affect the systems' expected solar generation.
- e) For each system what is the expected year-one generation and what share of the solar generation is expected to be supplied to the utility grid on an annual basis
- f) Describe the specifics of the TPP proposal for each site, including:
 - i) Solar service agreement rate - expressed as the cost per kWh of solar power generated in year one
 - ii) Whether and how the solar service agreement payments will be adjusted for actual system solar generation
 - iii) The County's initial ownership share of the PV systems
 - iv) Annual escalation rate of the solar service agreement
 - v) Initial term (years) of the solar service agreement
 - vi) Solar service agreement extension options at end of initial term, buyout cost and removal options
- g) For each site present the County's
 - i) Annual, and cumulative cash flows over 25-years (Appendix 3 provides a sample template), including:
 - (1) Solar service agreement payments

- (2) System buyout price
 - (3) Annual electric bill savings after system buyout (assume no contract extension)
 - (4) County's estimated annual routine O&M and component replacement cost after buyout
 - (5) County's annual insurance cost after buyout
 - ii) 25 year discounted net present values for each system
- h) If the projects' annual cash flow is not positive in all years (except the buy-out year) what changes, additional funding (e.g., SREC sales) is needed to be cash flow positive?
- i) Describe the impact if any (on the metrics shown above) at the LEC, if the HCC project does not go forward
- 4) Insurance
- a) Describe, and if appropriate, attach samples of the insurance coverage for the:
 - i) Installation firm
 - ii) TPP
 - iii) County
 - b) Describe property insurance approach and requirements.
- 5) Project Schedule
- Provide a project schedule indicating dates for the expected milestones, with each task referenced as well as a start and completion dates for the project (an example schedule is attached as Appendix 4).
- 6) References
- a) Provide six installation references for commercial projects (at least two of which were in excess of 100 kW) that have been completed by the bidder in the last 5 years. The details needed for each system:
 - i) Location of system
 - ii) Size of system
 - iii) General description of system
 - iv) Contact information (phone and email) for someone at the system site or responsible for the system and familiar with your work
 - b) Provide two solar project financing references for projects that used the same or similar TPP structure
- The details needed for each system:
- i) Location of system
 - ii) Size of system
 - iii) General description of the TPP structure
 - iv) Contact information (phone and email) for someone at the system site or responsible for the system's financing and familiar with your work

- 7) Construction Contract Form
Respondents shall provide a blank copy of their standard construction contract form. For example, a document that generally follows the AIA-A101 Standard Form Agreement. Any contract must include the RFP, the selected bidder's proposal and Sauk County's Standard Terms and Conditions (as included in Appendix 1).
- 8) Conflict of Interest
Identify any potential conflicts of interest that the TPP, their investors or the installation firm and its staff has with Sauk County staff and/or Sauk County Supervisors
- 9) Sauk County – General Requirements
Include a signed and notarized copy of Appendix 1

Section 7: Evaluation Criteria

The principal evaluation criterion includes the following:

Criteria
1. The fully installed and commissioned cost of each PV system
2. County's financial performance per the metrics noted above in Section 6.3.g
3. Components selected and their warranties
4. Prior experience installing and financing similar solar electric systems
5. Ability to finish on time: systems fully permitted, interconnected, commissioned, financed, and placed in service with the Focus on Energy grant payment
6. Terms of Energy Service Agreement

The selection committee reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in the selection committee's sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit, install and satisfy the major requirements set forth in this RFP. The selection committee reserves the right to interview any or all respondents to this RFP, or to ask for additional information or clarifications. The selection committee expects to complete its evaluation process to select qualified contractors, but reserves the right to change key dates and action as the need arises.

Section 8: General Requirements

See to Appendix 1. Please note that you must sign, notarize and return a copy of Appendix 1 with your proposal.

STANDARD TERMS AND CONDITIONS (REQUESTS FOR PROPOSAL)

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. Sauk County shall be the sole judge or equivalency. Contractors are cautioned to avoid proposing alternates to the specifications, which may result in rejection of their proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the contractor's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractors shall be held liable.
- 3.0 ACCEPTANCE-REJECTION: Sauk County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of Sauk County.
 - 3.1 Hard copy proposals MUST be date stamped by the County Clerk, on or before the date and time that the proposal is due. Hard copy proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system constitutes receipt of a proposal by the Administrator.
 - 3.2 Proposals shall be submitted on company letterhead and signed by an officer of the company. Hard Copy proposals must be in a marked and sealed envelope titled "Sauk County Solar PV Project"
- 4.0 TAXES: Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which is excepted by State Statutes.
- 5.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 6.0 APPLICABLE LAW: The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract.

This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat. § 59.52(29) do not apply to this solicitation, as the contract awarded will not involve "public work" as defined by Wisconsin law.

- 7.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Sauk County.
- 8.0 SUBCONTRACTORS: If subcontractors are planned to be used, this should be clearly explained in the proposal. Sauk County reserves the right to reject any subcontractor. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.
- 9.0 ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.
 - 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.
 - 9.2 Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions shall apply.
- 10.0 NONDISCRIMINATION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 10.1 Failure to comply with the conditions of this clause may result in the contractor becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 11.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

- 12.0 HOLD HARMLESS: Contractor agrees to indemnify, hold harmless, and defend Sauk County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.
- 13.0 INSURANCE RESPONSIBILITY: The contractor performing services for Sauk County shall comply with the insurance requirements contained herein.
- 13.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Contractor is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
- 13.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
- 14.0 CANCELLATION: Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the contractor to comply with the terms, conditions, and specifications of this contract.
- 15.0 AUDIT: During the term of the contract, the contractor shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
- 16.0 INDEPENDENT CONTRACTOR STATUS: None of the officers, employees, or agents of the contractor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 17.0 PUBLIC RECORDS ACCESS: It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- 17.1 Proposal/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 17.2 Vendor agrees to assist Sauk County in complying with open records requests.

- 18.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
- 18.1 Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.
- 18.2 Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material, which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.
- 19.0 DISCLOSURE: If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.
- 20.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 21.0 TERMINATION FOR CONVENIENCE: Sauk County reserves the right to terminate this contract for convenience upon 60 days notice.
- 22.0 TERMINATION FOR DEFAULT: Sauk County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, contractor fails to satisfactorily cure the default.

The Vendor has examined and carefully prepared the Proposal from the plans and specifications and has checked the same in detail before submitting the Proposal to Sauk County, including the Standard Terms and Conditions. The Vendor has had the opportunity to view the installation site and has obtained all necessary information to properly complete this Proposal:

(Company Name/Firm)

(Witness)

(Company Representative)

(County Representative)

(Signature)

(Signature)

(STATE OF WISCONSIN)

)ss.

SAUK COUNTY)

Personally came before me this _____ day of _____, 2017, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public
My Commission (expires) (is) _____

CONFIDENTIAL

Larson Engineering, Inc.
2801 E. Enterprise Avenue, Suite 200
Appleton, WI 54913-8559
920.734.9867 Fax: 920.734.9880
www.larsonenr.com



June 12, 2017

Mr. Mark Hanson
Hoffman Planning, Design and Construction, Inc.
P.O. Box 8034
Appleton, WI 54912-8034

Re: Sauk County Law Enforcement Center
Roof capacity areas A and B
Baraboo, WI
LEWI Project No: 31170136.000

Dear Mr. Hanson:

We have analyzed the roof capacity of Area's A and B of the Sauk County Law Enforcement Center in Baraboo, WI. The Law Enforcement Center is a precast, cast in place concrete and masonry building, designed under the old Wisconsin Commercial Building Code.

A review of the structural drawings for the Law Enforcement center indicates that the Design roof snow load was 30 pounds per square foot. Calculations show that according to the current Wisconsin adaption of the International Building Code, the code prescribed snow load is several pounds per square foot lower than the original design load. A review of the roof capacities of areas A and B indicate that there is additional capacity in the roof. The roof is therefore safe to install the new solar panels which are estimated to weigh approximately five and one half pounds per square foot.

Sincerely,
Larson Engineering, Inc.

A handwritten signature in blue ink, appearing to read "K.A. Haverland", is written over a horizontal line.

Kirk A. Haverland, P.E., SECB
Regional Manager



Larson Engineering, Inc.
2801 E. Enterprise Avenue, Suite 200
Appleton, WI 54913-8559
920.734.9867 Fax: 920.734.9880
www.larsonenr.com



June 6, 2017

Mr. Mark Hanson
Hoffman Planning, Design and Construction, Inc.
P.O. Box 8034
Appleton, WI 54912-8034

Re: Sauk County Annex
Roof capacity
Baraboo, WI
LEWI Project No: 31170136.000

Dear Mr. Hanson:

We have analyzed the roof capacity of the annex building at the Sauk County facility in Baraboo, WI. The annex is a Cleary building with wood roof trusses spanning 60 feet across and spaced at 6 feet on center.

A review of the Cleary building truss design shows that the trusses are designed for a 30 pounds per square foot snow load. According to the current Wisconsin adaption of the International Building Code, the code prescribed snow load is several pounds per square foot lower than the original design load. The roof is therefore safe to install the new solar panels which are estimated to weigh approximately three pounds per square foot. The roof will still have some excess capacity with the solar panels.

Sincerely,
Larson Engineering, Inc.

A handwritten signature in blue ink, appearing to read "K.A. Haverland", is written over a white rectangular background.

Kirk A. Haverland, P.E., SECB
Regional Manager



Appendix 3. Sample Template for presenting each PV project's cash flow

Year	1	2	3	(show all years)	25
County's Energy Service Agreement Payments (\$/year)					
County's Buyout Price (note year and amount (\$))					
County's Electricity Bill Savings* (\$/year)					
County's O&M and Replacement Costs* (\$/year)					
County's Insurance Costs* (\$/year)					
Annual Net Cash Flow (\$/year)					
Cumulative Total (\$)					

NPV at year 25 (\$): _____

Note

* After the County's buyout of the system

CONFIDENTIAL

Appendix 4: Example Project Schedules (provide for each site)

Please modify as appropriate

Activity	Date
Contractor Selected	
Offer and finalization of contract negotiations	
Execution and delivery of signed contract	
Commencement of design activities	
Building and electrical permit applications submitted (as appropriate)	
Building and electrical permit applications approved (as appropriate)	
Interconnection Application submitted to the electric utility	
Interconnection Application approved by the electric utility	
Delivery of system components	
Construction begins	
LEC flat roof replacement completed	May 15, 2018
Systems' construction completed	Before June 15, 2018
Final inspection	
Utility interconnection testing	
Systems' commissioned, utility interconnected and fully operational	Before July 1, 2018

CONFIDENTIAL

CONFIDENTIAL