



Work Session

WS

Milwaukie City Council



CITY OF MILWAUKIE
COUNCIL WORK SESSION

City Hall Conference Room
10722 SE Main Street
www.milwaukieoregon.gov

AGENDA

JUNE 20, 2017

4:00 p.m. EXECUTIVE SESSION

The City Council will meet in Executive Session pursuant to Oregon Revised Statute (ORS) 192.660(2)(i) to review and evaluate the job performance of a chief executive officer, other officers, employees, and staff, if the person whose performance is being reviewed and evaluated does not request an open hearing.

Page #

1. **4:30 p.m. Solarize Milwaukie Campaign Update**
Staff: Mitch Nieman, Assistant to the City Manager
2. **5:00 p.m. Adjourn**

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Americans with Disabilities Act (ADA) Notice

The City of Milwaukie is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). Milwaukie City Hall is wheelchair accessible and equipped with Assisted Listening Devices; if you require any service that furthers inclusivity please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502 or 503-786-7555. Most Council meetings are streamed live on the City's website and cable-cast on Comcast Channel 30 within Milwaukie City Limits.

Executive Sessions

The City Council may meet in Executive Session pursuant to ORS 192.660(2); all discussions are confidential and may not be disclosed; news media representatives may attend but may not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and are closed to the public.

Meeting Information

Times listed for each Agenda Item are approximate; actual times for each item may vary. Council may not take formal action in Study or Work Sessions. Please silence mobile devices during the meeting.

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MINUTES

JUNE 20, 2017

Mayor Mark Gamba called the Council meeting to order at 4:30 p.m.

Present: Councilors Angel Falconer, Wilda Parks, Shane Abma

Excused: Council President Batey

Staff: City Manager Ann Ober
Assistant to the City Manager Mitch Nieman

Administrative Specialist II Amy Aschenbrenner
Solarize Intern, Alma Frankenstein

Solar Milwaukie Update

Mr. Nieman introduced Alma Frankenstein, Solarize Milwaukie program intern. He provided background information on the Solarize program, an update on the program's status, and an executive summary of the program. He noted the purpose of the program, the role of the City, marketing plans, and steps taken to-date.

Mr. Nieman discussed the process of creating the request for proposal (RFP) and the community partners involved. The RFP was released on June 12, 2017, and would close on July 3, 2017. Staff hoped to have a contractor, or multiple contractors, selected by July 14, and an executed contract by August 1, 2017. He discussed the next steps once a contractor was selected.

Ms. Frankenstein explained Google's Project Sunroof and how to use the online tool. She discussed the approach to find 20 houses per neighborhood to select which may be viable houses. Staff would send post cards noting a home's potential savings if solar panels were installed. She noted she would likely do this process multiple times.

Mayor Gamba noted the additional factors for why a person would or would not want to install solar panels. **Mr. Nieman, Mayor Gamba, Councilor Falconer, and Ms. Frankenstein** discussed the process for sending personalized postcards. **Ms. Ober** noted it would be good to send the postcards and see if it added program participants.

Ms. Frankenstein confirmed that over 120 people had filled out the Solarize program interest form online. **Mr. Nieman** reported that people were excited about the program.

Mr. Nieman noted the available funding for Solarize Milwaukie. He explained the City's role as a third party, and the details of the parties involved in the program.

Mr. Nieman responded to Councilor Abma's questions about solar panel contractors' discount plans. The group discussed different pricing and efficiency factors. **Ms. Ober** noted the City should be able to compare the companies that submitted RFPs, based on kilowatt hours. The group discussed the customer benefits of installing solar panels through the City's program.

Mr. Nieman confirmed the City's intake form would be available until September 30, 2017. The chosen contractor(s) would guarantee price points until December 31, 2017. He added that the process to get solar panels installed could be a four-month operation. **Mayor Gamba and Mr. Nieman** noted that March 1, 2018, was the deadline to install panels and receive 2017 tax credits, and that multiple contractors maybe selected to participate in the program.

Councilor Abma and Mr. Nieman discussed additional language that could be added to the agreement with the contractor(s) to note the City would not be held liable for poor installation or other factors.

Mr. Nieman responded to Councilor Abma's question about equitable distribution of work. He noted that the Energy Trust of Oregon recommended connecting contractors to customers randomly and equally. The group discussed possible issues related to certain contractors being connected with certain customers.

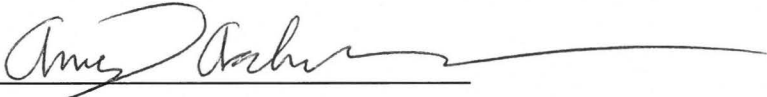
Mr. Nieman said he would keep Council updated as the program progressed. He encouraged interested parties to pay attention to upcoming workshops.

Mr. Nieman noted the program goal to solarize less than 8% of Milwaukie single family homes in five years. He explained that would translate to a need of 100 to 110 households to participate this year to be on track to meet the goal.

Mayor Gamba explained after the residential piece of Solarize Milwaukie was completed, the focus would shift to the community solar program, which included renters, shaded roofs, and more. The 3rd piece was a commercial program for installing solar panels on industrial roofs.

Mayor Gamba adjourned the Work Session at 5:20 p.m.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Amy Aschenbrenner', is written over a horizontal line.

Amy Aschenbrenner, Administrative Specialist II

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Mitch Nieman, Assistant to City Manager
From: Alma Frankenstein, Solarize Intern

Subject: **Solarize Milwaukie Campaign Update**

Date: Tuesday, June 20, 2017

ACTION REQUESTED

Receive an update on the Solarize Milwaukie campaign.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

April 19, 2016 – Staff provided Council with an overview of residential solarize campaigns. Council heard from community members who expressed their interest in having the city sponsor a solarize campaign. <https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-179>. Council passed Resolution No. 48-2016, which committed the city to set a target of tripling its solar capacity to 2.2 MW by the year 2021, and to run a solarize campaign (attached).

March 1, 2017 – Residential solar is discussed at a Vision Advisory Committee meeting and included as Goal #1 in “Planet” Theme 3.
https://www.milwaukieoregon.gov/sites/default/files/fileattachments/planning/meeting/75191/action_plan_top_10_plus_partners.pdf

March 2017 – The City entered into an agreement with Portland State University to supervise a graduate student intern in the Toulon School of Urban Studies and Planning program to help run a Solarize Milwaukie campaign. Alma Frankenstein is scheduled to work an average of 12 hours a week until December 31, 2017.

ANALYSIS

The purpose of the Solarize Milwaukie campaign is to lower the cost of residential solar installation through bulk purchasing and help homeowners learn about available tax credits. Staff's primary role in the campaign is to market the bulk purchase opportunity to Milwaukie residents to generate sales leads for a qualified contractor(s). Assisting with outreach enables a contractor(s) to offer a lower price to a homeowner because marketing is the most expensive cost of doing business for solar installation.

Staff convened a group of industry professionals from the Energy Trust, Solar Oregon, and the Oregon Solar Energy Industries Association to develop a request for proposals (RFP) to procure a contractor(s) to install solar photovoltaic systems on residential homes in Milwaukie. The RFP was released on June 12 and it closes on July 3, 2017. Staff expects to have a contractor(s) selected by July 14, and a contract executed by August 1, 2017.

Staff published a blurb in the June Pilot that included a link to a Solarize Milwaukie website. The website has a form for solar-interested homeowners to complete to sign up for a series of upcoming workshops and other events beginning in late July. After a user submits the form, then he or she is directed to a complementary webpage that has more detailed information about the benefits of solar energy. Since the webform went live on June 6 staff has received approximately 100 completed forms in 10 days (staff report submitted June 16th).
<https://www.milwaukieoregon.gov/solar>

In addition to the website, staff is developing marketing collateral to promote the campaign at places like the Farmers Market, First Fridays, and various neighborhood events. Also, staff will

be activating city social media channels for targeted engagement. Further, staff plans to use Google's Project Rooftop to identify homes that have the highest hours of usable sunlight per year and square feet available for panels, and solicit those homeowners to participate through direct mail marketing. <https://www.google.com/get/sunroof#p=0>

Finally, a Solarize Milwaukie outreach steering committee is being formed to canvas the city after a contract is executed and workshop dates are confirmed. Representatives from neighborhoods, advocacy groups, and community organizations are encouraged to participate.

BUDGET IMPACTS

Staff has identified unprogrammed sustainability funds in the FY17/18 biennium that may be used to pay Portland State University \$3,540 for the cost of an intern to help with the campaign from March through December 2017, and \$5,000 for costs associated with developing marketing materials, postage, ad buys, and event supplies.

The intent of the RFP (and respective contract) resembles more of a memorandum of understanding between the city and its contractor(s) than it does a traditional contract for services because there is no consideration by either party. Essentially, it acts as a formal agreement for the contractor(s) to lock in a set price for panels, inverters, and other appurtenances associated with solar installation available exclusively to Milwaukie residents until December 31, 2017. Interested homeowners will sign up by September 30, 2017 to participate in the program. Pending successful site evaluations by the selected contractor, the Solarize Milwaukie campaign hopes to have all installations completed by March 1, 2018.

After staff sends a lead to the contractor(s), then the city steps out and recuses itself from any contract negotiations or agreements between the contractor and homeowner. There will be no exchange of money between the city and contractor(s), nor city and homeowner. The selected contractor(s) will engage in an exclusive contract with the homeowner. The city will not be a party to any contract between a homeowner and a contractor.

WORKLOAD IMPACTS

Approximately 10-15 hours a week will be required from various staff in the Office of the City Manager to administer the campaign. The city's intern is scheduled to work an average of 12 hours a week until December 31, 2017.

The city's building official said that nearly all solar installations will be prescriptive, so planning review could be done by her or her permit technician. Also, while she plans to conduct all structural inspections, Clackamas County will perform all electrical inspections. The city's building official anticipates being able to meet workload demands of the program based on above conditions, program popularity, and current staffing levels.

COORDINATION, CONCURRENCE, OR DISSENT

The Solarize Milwaukie campaign has received endorsements and technical oversight from industry leaders and trade groups including the Energy Trust of Oregon, Solar Oregon, and the Oregon Solar Energy Industries Association. The RFP and contract template has been approved by the city's finance department.

STAFF RECOMMENDATION

Staff recommends that Council receive this report and provide feedback.

ALTERNATIVES

Modify, discontinue, or augment the Solarize Milwaukie campaign

ATTACHMENTS

1. Resolution 48-2016
2. Solarize RFP



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 48-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON
AUTHORIZING THE ESTABLISHMENT OF A "SOLARIZE" PROGRAM AND
SETTING SOLAR ENERGY GOALS.**

WHEREAS, the Oregon Climate Change Research Institute identifies several environmental hazards expected to occur in Oregon as a result of climate change, including increased occurrences and intensity of extreme weather like floods and droughts, reduced winter snowpack, rising sea levels, rising air and water temperatures, and ocean acidification; and

WHEREAS, solar power is one of the cleanest sources of energy with which to power homes, businesses and cars to reduce the carbon footprint of Milwaukie and help mitigate the effects of climate change; and

WHEREAS, the cost of solar has dropped by more than 50% since 2011; and

WHEREAS the solar industry employs 3,000 people statewide and installed-capacity grew at a rate of 35 percent last year in Oregon while nationally it grew at a rate of 17 percent; and

WHEREAS there is currently 732.93 kW of solar capacity installed within Milwaukie; and

WHEREAS local governments can play an active role in making solar more accessible and affordable for residents by passing pro-solar policies and participating in educational and promotional activities; and

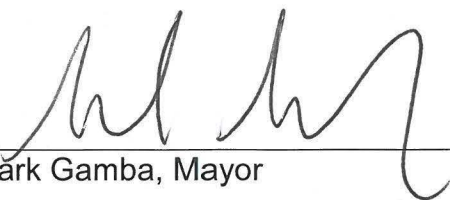
WHEREAS the U.S Department of Energy identifies four key benefits of municipal solar installations, including 1) clarifying the role solar energy will play in achieving the community's broader environmental, climate change, or sustainability goals, 2) creates momentum for a solar program with stakeholders working toward common goals, 3) guides the strategy for increasing solar installations in a community, and 4) enables leaders to track progress against a published target

Now, Therefore, be it Resolved that the City Council in recognition of the environmental and economic benefits of solar energy set a target of tripling installed solar capacity to 2.2 MW in Milwaukie by the year 2021. This goal equates to "solarizing" less than 8% of Milwaukie single family homes in 5 years if only a residential program is executed.

Be it Further Resolved that in order to assist the City in meeting this goal, City Council directs city staff to facilitate and run a "Solarize" program, aimed at streamlining the process and reducing the upfront cost of residential solar installations for Milwaukie residents. This program will be initiated within six months of the effective date of this resolution.

Introduced and adopted by the City Council on 4/19/16.

This resolution is effective on 4/19/16.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder

City Attorney



REQUEST FOR PROPOSALS
for
Installation of Residential Solar Photovoltaic Systems

Issue Date: June 12, 2017
Proposal Deadline: July 3, 2017, 2:00pm

Submit proposals by email to:
Alma Frankenstein
Frankensteina@milwaukieoregon.gov
(503) 786-7515

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SECTION 1: GENERAL INFORMATION

1.1 Introduction

The City of Milwaukie, Oregon (City) invites proposals from solar electric (PV) installers to participate in Solarize Milwaukie. Proposers must be approved Energy Trust of Oregon trade ally contractors and meet all eligibility requirements described in this Request for Proposals (RFP). One to three installers may be selected to provide services to residential customers participating in the campaign.

Solarize Milwaukie is a community campaign led by the City working with a committed team of partners and volunteers. In April of 2016, the City adopted Resolution 48-2016, which states the City's goal of increasing solar power from approximately 733 kW to 2.2 MW by the year 2021. The goal equates to solarizing fewer than 8% of the City's single family homes in five years if only a residential program is executed. This campaign aims to promote the adoption of solar power by streamlining the permitting process and reducing the upfront costs of residential solar installations.

Selected installers will work closely with the City's Solarize Project Team, as well as with community members, during the Solarize Milwaukie campaign. Installers will be part of the public face of the campaign, and should reflect the City's values.

The City's expectation of any contractor the City contracts with is that the contractor's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's customers.

Successful proposers will be asked to sign a Personal Services Agreement with the City. A sample agreement is attached as part of the RFP documents. Proposers must evaluate this agreement and agree with the terms and conditions contained therein unless written objections are included as an addenda with their proposal. The City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are ground for subsequent denial of the contract.

1.2 Background

The goal of the 2017 Solarize Milwaukie campaign is to encourage residents of the City to install technologies such as solar photovoltaic (PV) systems, advanced battery storage, Electric Vehicle (EV) charging stations, and smart programmable thermostats on their home. The purpose of this campaign is to help identify and overcome barriers to the adoption of solar technologies by providing the resources necessary to help residents overcome existing monetary and logistical hurdles through education and support.

A key element to the Solarize Milwaukie campaign is to coordinate a discounted price that would be lower than the typical residential installation cost. In exchange for this price reduction, the City will be committed to solar marketing and education. However, the installer is expected to participate in up to five community solar workshops, to be organized by the City and Solar Oregon.

The City may select one or more firms as a result of the Request for Proposals (RFP) process to provide the site assessment, design, equipment procurement, and installation services for homeowners that choose to participate in the program. The selected firm(s) will provide a detailed pricing structure that outlines the proposed discount for all participants who install panels.

The City will solicit participation from homeowners and coordinate the outreach and educational components of the program. The Solarize Milwaukie campaign will help homeowners save money, generate clean electricity, reduce carbon emissions, and create jobs.

Interested homeowners will sign up by September 30, 2017 to participate in the program. Pending successful site evaluations by the selected contractor, the Solarize Milwaukie campaign hopes to have all installations completed by March 1, 2018.

In addition to the City of Milwaukie, the Energy Trust of Oregon, Solar Oregon, and other partnering agencies will provide additional support and coordination:

Energy Trust of Oregon is an independent nonprofit organization dedicated to helping utility customers benefit from saving energy and generating renewable power. Energy Trust's services, cash incentives and energy solutions have helped participating customers of Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas and Avista save on energy bills.

Solar Oregon - Solar Oregon's vision is to incorporate solar design as a standard in the built environment to lead the nation with a clean energy economy. Solar Oregon leads tours, delivers workshops, and advocates for pro-solar policies to help homeowners and communities navigate and accelerate the development of solar energy in Oregon and southwest Washington over the last 36 years.

1.3 Procurement Timeline

The City anticipates the following general timeline for receiving and evaluating the proposals. The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.

Event	Completion Time & Date
Release of Request for Proposals	June 12, 2017
Deadline for RFP Protests or Requests for Changes	June 19, 2017, 2:00 PM PST
Deadline for Submission of Proposals	July 3, 2017, 2:00 PM PST
Interviews (if necessary) and evaluations	Week of July 10, 2017
Posting of Notice of Intent to Award	July 14, 2017
Deadline for Protests of Award	July 21, 2017, 5:00 PM PST
Notice of Award	July 24, 2017
Commencement of Agreement	August 1, 2017

1.4 Pre-Proposal Conference

No pre-proposal conference will be held in connection with this procurement. Questions regarding this RFP shall be directed to Alma Frankenstein, Frankensteina@milwaukieoregon.gov, for further information regarding how Proposers may ask questions, seek clarifications and request changes to this RFP.

1.5 Issuance of Request for Proposals Documents

The RFP documents may be obtained at no cost from the City of Milwaukie website at <http://bids.milwaukieoregon.gov/>.

All questions or requests regarding this RFP shall be directed to Alma Frankenstein, who is the sole point of contact. She may be reached at Frankensteina@milwaukieoregon.gov or 503-786-7515.

SECTION 2: SCOPE OF WORK

2.1 Scope of Work

The City is seeking proposals from qualified firms to provide participating residential homeowners with site assessments, system design proposals, and installations. The project will be open to all residential homeowners within City limits, though the number of participating homes and total capacity of the project is unknown.

2.2 Services to be Provided

Services to be provided by selected firm(s) include, but are not limited to the following:

- Complete individual site assessments, including:
 - Establish each site's suitability for solar
 - Identify what solar technologies the homeowner wants
 - Identify selected system size and finalize installation cost for each home
 - Analysis on impact of shading, tilt and orientation on annual electricity productions
 - Note any electrical, mechanical or structural considerations that may incur costs above and beyond the per-watt pricing schedule for the project
- Install solar photovoltaic panels that conform to all applicable laws and codes, interconnections requirements for net-metered installation, Energy Trust and Oregon Department of Energy Installation requirements, and existing rules and timelines.
- Secure the required permits, complete and submit Energy Trust of Oregon incentive applications, and schedule and pass all jurisdictional and Energy Trust inspections, for each participating home.
- Guide and assist each homeowner by completing a net-metering agreement with their utility.
- Provide each homeowner with information, documentation and Tax-Credit-Certified Technician signature required to complete the Oregon Department of Energy Residential Tax Credit application.
- Provide each homeowner appropriate documentation and guidance for applying for the federal tax credit.
- Answer questions and interface with the community during workshops.

2.3 Services Provided by the City of Milwaukie and Partnering Agencies

City's Solarize Project Team (PT) will be responsible for overall project management and coordinating between partnering agencies, the selected firm(s), and the participating homeowners. PT will coordinate with internal staff to ensure preparedness for a high volume of permit applications. PT will also work with Energy Trust of Oregon on a system for efficiently handling a high volume of incentive applications through existing processes.

The City, Solar Oregon, and other project supporters will deliver educational workshops ranging from solar project basics to topical sessions on net-metering, technical details, financial incentives and tax credits, financing options, home energy efficiency, and weatherization.

The City and partnering agencies are committed to publicizing the project at local events, via newsletters, bulletins, flyers, websites, mailings, social media, and other communication outlets. This will also include a dedicated project web-site and point of contact.

2.4 Schedule of Work

The City expects the proposer selected for award of contract to start work as soon as a contract is signed and anticipates all work will be completed on or before March 1, 2018. At the conclusion of the first contract term, the contract may be renewed under similar terms for up to two (2) additional one-year terms at the sole option of the City.

SECTION 3: PROPOSER'S SPECIAL INSTRUCTIONS

3.1 Procurement Method

The City seeks proposals that comply with Public Contracting Rule 70.015(B) that enable the City to determine which service provider and solution will best meet the City's needs. The City may award multiple contracts as a result of this procurement.

3.2 Proposals not available for Public Inspection at Opening

No formal opening will occur in connection with this procurement. Only the names of the proposers shall be disclosed at the opening. Proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.

3.2.1 Proposal validity period

Each proposal shall be irrevocable for a period of ninety (90) days from the date of the scheduled proposal opening.

3.2.2 Withdrawal of proposals

If a Proposer wishes to withdraw a submitted proposal, it shall do so prior to the closing date and time. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the single point of contact at the address listed in Section 1.5.

3.2.3 Modification of Proposal by Proposer

A Proposal may not be modified by the proposer for 90 calendar days following the time and date designated for the receipt of proposals. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the proposal due date. Such notice shall be in writing over the signature of the Proposer and submitted to Alma Frankenstein. All such communication shall be so worded as not to reveal material contents of the original Proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

3.2.4 Cost of preparing proposals

All costs incurred in preparing and submitting a proposal in response to the RFP is the responsibility of the Proposer and shall not be reimbursed by the City. Additionally, the City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

3.3 Interpretations and Addenda

The City reserves the right to make changes to the RFP by written addenda. Addenda shall be sent to all prospective proposers known to have obtained the solicitation documents at the time addenda is issued.

Proposers should consult the City's Bid Management System (<http://bids.milwaukieoregon.gov/>) regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

All questions regarding this project proposal shall be directed to Frankensteina@milwaukieoregon.gov. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an addendum to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City will extend the closing date.

Any addendum issued as a result of any change in the RFP must be acknowledged on the "Signature Page" with proposal.

Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications are without legal effect.

3.4 Protest Procedures

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section 1.3. The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer. Protests shall be addressed as follows:

City of Milwaukie
Attn: Alma Frankenstein, City Manager's Office
10722 SE Main Street
Milwaukie, OR 97222
Frankensteina@milwaukieoregon.gov

Protest must include:

- A. The identity of the Proposer;
- B. A clear reference to this RFP;
- C. Reason for the protest;
- D. Proposed changes to the RFP provisions and/or statement of work; and
- E. All required information as described in ORS 279B.405(4).

Protests that do not include the required information will not be considered by the City.

3.5 Specification/Term Protest

Ambiguities or problems with this RFP, its contract terms or specifications may be resolved by asking questions, seeking clarification, requesting changes or by filing a formal protest. Information provided below describes the appropriate process to pursue these options, should the need arise.

3.5.1 RFP Protest or Request for Change of Specifications or Terms

A proposer who believes any proposal specifications or terms detailed in this RFP (including its Addenda, if any) are unnecessarily restrictive or limit competition may submit a protest or request for change, in writing, to the City. A request for change regarding the terms of this RFP may be submitted via facsimile. Any protest or request for change regarding the terms of this RFP shall include the reasons for the protest or request and shall detail any proposed changes to the specifications or terms. The City shall respond to any protest or request for change and, where appropriate, shall issue any revisions, substitutions, or clarification via addenda to all interested Proposers. To be considered, protests or requests for change regarding the terms of this RFP must be received by 4:00 PM on June 19, 2017. If a timely protest or request for change regarding the terms of this RFP is received, the proposal opening date may be extended if necessary to allow consideration of the protest or request for change and issuance of any necessary addenda to the proposal documents.

3.5.2 Intent to Award Protest

City intends to announce its intent to award prior to Contract award by email to Proposers. The notice shall serve as notice to all Proposers that the City intends to negotiate and to make an award. Adversely

affected or aggrieved Proposers shall have seven (7) calendar days from the date of the Intent to Award Notice within which to file a written protest. Protests submitted after that date shall not be accepted. Protests shall specify the grounds upon which the protest is based. Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the City. The City intends to respond in writing to properly-filed intent-to-award protests submitted by adversely affected or aggrieved Proposers. Any response provided by the City, however, is not intended to, and may not in and of itself constitute, confirmation that the Proposer is in fact adversely affected or aggrieved and therefore entitled to protest intent to award. After expiration of the seven (7) calendar-day intent-to-award protest period and resolution of all protests, City intends to proceed with negotiations and, where appropriate, the final award.

3.6 Business License/Taxpayer Id Number

A Proposer awarded a contract shall obtain a City business license (or Metro business license) prior to beginning work under this contract and must pay all fees due under the Business License Law during the term of the contract.

A Proposer awarded a contract shall complete an IRS Form W-9 for the City and provide the City with either the Proposer's Social Security Number or federal taxpayer ID number. Social Security numbers provided pursuant to this requirement will be used for the administration of state, federal and local tax laws.

3.7 Contract Administrator

The Contract Administrator will be identified in the contract.

3.8 Term of Contract & Availability of Funds

A contract awarded is expected to commence on or about August 1, 2017 and end on or before December 31, 2017. The contract may be renewed under similar terms for up to two (2) additional one-year terms at the option of the City. Any contract awarded pursuant to this RFP that has a term of more than one year must include a non-appropriation clause. Continuation or extension of the contract after the end of the fiscal period in which the contract takes effect shall be contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future City-approved budgets (or from applicable federal, state, or other sources) to permit City in the exercise of its reasonable administrative discretion to continue the contract, City may terminate the contract without further liability by giving Contractor reasonable notice as outlined in the contract.

3.9 Affirmative Action/Nondiscrimination

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

3.10 Public Records

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502. If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFP, Proposers shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: **"This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law."** Each page containing the trade secret or other confidential information must be so marked.

The City shall take reasonable measures to hold in confidence all such labeled information, but shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon

Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3). Any proposer that designates its entire proposal as a trade secret may be disqualified.

SECTION 4: PROPOSAL CONTENT & FORMAT

Proposals must address all submission requirements set forth in this RFP, and must describe how the services will be provided. Page limits are noted, when relevant, and assume 8½ x 11-inch paper and single-spaced lines. Unless otherwise specified, no particular form is required. Joint proposals will not be accepted. Proposals that merely offer to provide services as stated in this RFP will be considered non-responsive. In order to be considered for selection and possible contract, the proposal must be complete and include the following.

4.1 Proposal Format and Administrative Requirements

The City's proposal format and administrative requirements are set out below. These are intended to facilitate the City's ability to quickly and accurately evaluate proposals. Failure to follow these format and administrative requirements may affect the scoring of proposals.

4.1.1 Cover Page

Include a cover page with the submitted proposal. Include the following information on the cover page:

- RFP title;
- Name, title, address, telephone number, e-mail address of Proposer's primary contact person; and
- Date of submission

In addition to the above information, but not in lieu thereof, Proposers may include other information on the cover page.

4.1.2 Table of Contents

Include a table of contents with the submitted proposal. All material items comprising the proposal should be clearly identified and easily located.

4.1.3 Transmittal Letter

Include a transmittal letter with the proposal, not exceeding two pages in length. The letter should identify by name and contact information of one person proposer wishes the City to contact after proposals have been evaluated, scored and ranked. The letter may include any other information or insights the proposer deems relevant, but in no instance may the letter exceed two pages in length.

4.1.4 Signature Page

The Proposer must sign and submit the Signature Page (see Section 6 of this RFP). The submission and signing of the signature page indicates the intention of the Proposer to adhere to the provisions described in this RFP.

4.1.5 Attestation of Compliance

The Proposer must sign and submit the Attestation Page (see Section 7 of this RFP). The submission and signing of the attestation page indicates the intention of the Proposer to adhere to the provisions described in this RFP.

4.1.6 Attachment A

Successful proposers will be asked to sign a Personal Services Agreement with the City. A sample agreement is attached as part of the RFP documents. Proposers must evaluate this agreement and agree with the terms and conditions contained therein unless written objections are included as an addenda with their proposal. The City will review the addenda and content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are ground for subsequent denial of the contract.

4.1.7 Page Limit

There is 30 page limit on proposals submitted in response to this procurement.

4.1.8 Proposal Submittal and Deadline

Submit proposals to Alma Frankenstein via email at Frankensteina@milwaukieoregon.gov. Proposals will be received until 2:00 PM on July 3, 2017. Late proposals shall not be accepted.

4.2 Minimum Requirements

Firms must be general contractors registered and in good standing with the Oregon Construction Contractors Board in order to be considered for this project. Firms must also be approved Energy Trust of Oregon Solar Electric trade allies and be able to secure the Oregon Department of Energy Tax Credit.

4.3 Substantive Requirements

The following information is requested to allow the City to evaluate Proposer responsibility and responsiveness to perform work described under the Scope of Work in Attachment A. If a contract is awarded, City shall award the contract to the responsible proposer whose proposal it determines in writing to be the most advantageous to the City based on the evaluation process and evaluation factors described in Section 5 of this RFP, including any applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation.

4.3.1 Knowledge and Experience

Provide the following:

4.3.1.1 Background of the Firm

A comprehensive history of your firm and its experience doing the work outlined in the Scope of Work. Under this heading, include the following information:

- Total number of years the firm has been in business, the general scope of services the firm provides, the current number of employees, and current principal areas of expertise.
- A description of similar work performed involving the items called out in the Scope of Work.
- A summary of the firm's management ability to deliver complex projects on short notice and/or a hard deadline.
- A resume for the firm's key personnel, showing such education and experience as may be relevant to the task to be performed.
- A description of each firm's key personnel and the proposed roles and responsibilities each of the firm's key personnel has on this project

4.3.1.2 Subcontractor Qualifications

A statement whether you intend to use subcontractors to fulfill any part of the tasks described under the scope of work. To the extent you intend to use subcontractors to fulfill any of the required tasks, include the following information:

- A list of the tasks the subcontractor will perform.
- A resume for the subcontractor's key personnel, showing such education and experience as may be relevant to the task to be performed.

- A description of each subcontractor's key personnel and the proposed roles and responsibilities each of the subcontractor's key personnel has on this project.

4.3.2 Project Approach & Understanding

With the Scope of Work in mind, submit statements of project approach and understanding that include the following:

- A description of the proposed work tasks and activities, the methodology that will be used to accomplish them, and identify the team members who will work on each task. Include:
 - Description of process for how the firm will conduct initial site evaluations and determine whether a homeowner can qualify.
 - Explain how firm will establish and maintain quality control through the project work, as well as the process for permitting and inspections.
 - Outline number of residential systems per week that your firm or subcontractors are capable of installing, and what factors are accounted for in these estimates.
- Describe any educational opportunities available, such as online real-time data available that could be added to the City's website. Provide information on a home real-time power production program that you will offer.
- Explain how the firm will participate in marketing and outreach. Include details about the resources the firm can utilize for marketing. Describe the firm's marketing strategies, and how the firm plans to work in conjunction with the City and its resources.
- A description of the proposed work products that will result from each task or activity.
- A description of any points of input and review with City staff.
- A description of the time frame estimated to complete each task.
- A description of how you will meet the goals of the project and the characteristics described in the scope of work.
- A description of a practical approach to meeting the City's specific deadlines set out at Section 2.4 of this RFP.
- A description of the process or tools required by the scope of work.
- To the extent applicable, a description of and a stated rationale for any proposed alternative approaches to stated objectives of this project.
- A description of firm's customer service standards and plans to maintain them during this high-volume project.

4.3.3 Relevant Experience and References

A description of the expertise and recent experience you have in developing, designing and installing residential solar electric systems, particularly on a community wide scale, along with a discussion of how experience on previous projects relates to the Solarize Milwaukie campaign. Briefly describe other contracts executed by the Proposer that demonstrate relevant experience to include:

- Firms must list their Energy Trust successful inspection rate and their workplace safety record, noting any OSHA violations.
- A list of at least three (3) current references for most relevant completed contracts that directly relate to the scope of services. Reference list should state reference's company name, address, contact name and title, phone number, email address, and description of the service provided to the reference.

4.3.4 Minority, Women, Service Disabled Veteran, Emerging Small Business (M/W/SDV /ESB) Program

The City is dedicated to increasing opportunities for enterprises that have been certified by the State of Oregon, through COBID, as a minority-owned enterprise (MBE), women-owned business enterprise (WBE), service-disabled veteran-owned business enterprise (SDV), or an emerging small business (ESB)

(collectively known as MWSDV and ESB). A directory of these state-certified firms is available at www.oregon4biz.com/certification. The City would like to achieve a 10 percent MWSDV and ESB participation in its overall dollar amount of contracting and purchasing activities. In evaluating proposals, the City will consider firms who will be able to help the City achieve this goal. Therefore, the proposal shall address the following:

Please address the following:

- i) Is your firm currently certified in the State of Oregon as an MBE, WBE, SDV, or ESB enterprise? If yes, indicate all certification types and your firm's certification number(s).
- ii) Provide a narrative description of your firm's experience, including any innovative or successful measures, promoting MWSDV and ESB enterprises as partners, subcontractors, or suppliers on previous projects.
- iii) Provide a list and percentage of total contract dollars spent with MWSDV and ESB enterprises with which the proposer's firm has had a contractual relationship during the last 12 months.
- iv) Describe the actions the proposer will take to include MWSDV and ESB enterprise participation on this project. Of the subcontractors identified in Section 4.3.1.2, specify which subcontractors are MBE, WBE, SDV, or ESB enterprises and what certification they hold, if any.
- v) State the participation goal the proposer believes it can realistically achieve on this project for each MBE, WBE, SDV, or ESB enterprise identified above. A percentage level is preferred.

4.3.5 Contract Price

Submit a detailed pricing structure that outlines the proposed discount for all participants who install solar. Include a description of any elements considered as part of this standard pricing for PV system installation, including but not limited to: modules, inverters, racking, roof attachments, monitoring systems, roof material, roof slope, monitoring systems, warranty, and maintenance contract. Provide a comparison between the cost of solar installed through Solarize Milwaukie and retail installation prices. As appropriate, provide estimated cost adders for situations that fall outside of the standard PV system installation, including but not limited to: alternate roof material, steep roof slope, multiple roof planes, tall building, electrical upgrade, engineering, structural upgrade, monitoring systems, extended warranty, maintenance contract, and any other factors that may be applicable. Describe any optional services that your firm offers and the associated costs, examples may include: smart programmable thermostats, secure power supply outlet, advanced battery storage, storage-ready, EV charger, and EV charger-ready to name a few.

4.3.6 Additional Services (optional)

If the City develops need for additional services during the life of the agreement, those services shall be provided with the same conditions as apply to existing accounts at the time.

To the extent a Proposer believes it can provide the City additional services in matters relevant to the City's interests, provide a brief description of those services and an approximation of the charge for each service of this type. Offers and/or pricing of additional goods or services included under this heading are not a factor in the evaluation of proposals.

SECTION 5: PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Criteria

A selection committee of at least three (3) City staff members with relevant expertise in the subject matter of this solicitation will review submitted proposals. Selection Committee will evaluate proposals to determine which one best meets the needs of the City. Evaluations will be based on the following described criteria. Award will be made to the highest ranked proposer.

Each selection committee member will use the evaluation factors listed in the table below to evaluate submitted proposals. Each evaluation factor is given a weight, reflecting its importance in the City's selection process. The table below shows the evaluation factors and weighing factors relevant to this solicitation.

Evaluation Factor	Weighing Factor
1. Knowledge, Experience & Qualifications of Project Team Members and Firm	4
2. Project Approach & Understanding	7
3. Relevant Experience and References	4
4. M/W/SDV/ESB Program	3
5. Contract Price	7

The evaluation factors will be judged on a scale of zero to four. Each of the evaluation factors will be awarded points based on the evaluator's judgment of the quality of the response as to that particular evaluation factor. Fractional points (e.g., 3.6 or 1.75) may be awarded. Points awarded to reflect the quality of a response may be assigned individually or by a consensus of the evaluation committee.

Scoring will reflect the following rankings:

Quality of Response	Rankings
Excellent Response	4
Good Response	3
Average Response	2
Poor Response	1
No Response	0

The proposal's score is the product of the weighing factors times the points each evaluator assigns based on the evaluator's judgment of the quality of the response. The evaluators' scores are then totaled.

Evaluation Factor	Weighing Factor	Maximum Points
1. Knowledge, Experience & Qualifications of Project Team Members and Firm	4	16
2. Project Approach & Understanding	7	28
3. Relevant Experience and References	4	16
4. M/W/SDV/ESB Program	3	12
5. Contract Price	7	28
Maximum Total Points		100

5.2 Preferences

The following preferences are applicable to this procurement and may affect the evaluation of proposals.

5.2.1 ORS 279A.120

If City receives proposals identical in price, fitness, availability and quality and chooses to award a contract, City shall award the contract in accordance with ORS 279A.120.

5.2.2 ORS 279A.125

When evaluating proposals, City shall add a percentage increase to a price proposal of a non-resident Proposer equal to the percentage, if any, of the preference that would be given to that Proposer in the state in which Proposer resides, in accordance with ORS 279A.125.

5.3 Responsiveness and Responsible Determination

As a condition to be awarded a contract, a proposal must be responsive and a Proposer must meet the responsible proposer requirements identified in ORS 279B.110.

5.3.1 Responsiveness

To be considered responsive, the Proposal shall substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making such evaluation, City may waive minor informalities and irregularities.

5.3.2 Responsibility

Prior to award of a contract, the apparent successful Proposer must be duly licensed and registered as may be required by federal, state and local governments to provide the services described under the Scope of Work in Attachment A. Submission of a signed Proposal constitutes approval for City to obtain any information City deems necessary to conduct the responsibility evaluation. City shall notify the apparent successful Proposer in writing of any other documentation required. In conducting its responsibility evaluation, City may request information in addition to that already required in the RFP to the extent the City, in its sole discretion, considers it necessary or advisable. City may postpone the award of the contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. The City may provide the apparent successful Proposer a reasonable opportunity to correct any licensing or registration deficiencies, so long as the opportunity does not unduly burden the City. Failure of the apparent successful Proposer to demonstrate Responsibility shall render the Proposer non-responsible and constitute grounds for offer rejection, as required under ORS 297B.100.

5.4 Interviews

At the City's option, the top two, three or four firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way, provide an opportunity to change the pricing structure originally proposed. The City will schedule the time and location of these presentations (if necessary) and notify the selected firms.

Should two or more firms be selected for oral interviews, the invited firms will be evaluated based on the same factor, weighting and ranking system outlined above except there will be no points available regarding the pricing structure. The firm with the highest point total resulting from any interview will be considered the best proposer. The points from the first evaluation will not be added to or otherwise made a factor in scoring of the second evaluation.

5.5 Investigation of References

The City may investigate the qualifications of a Proposer, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. The City may request references in addition to those provided by the Proposer, may investigate any references whether or not furnished by the Proposer, and may investigate the past performance of any Proposer.

The City intends to contact references of the Proposers invited for interview. Reference checks may be done by any reasonable method, including in-person interview, telephone interview or written questionnaire. The City will conduct the reference checks and the evaluation of gathered information uniformly across all Proposers.

5.6 Clarification of Proposals

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal, but will not, in any way, provide an opportunity to change any fee amount originally proposed. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

5.7 Contract Award and Related Procedures

The City may award multiple contracts as a result of this procurement. If multiple vendors are selected the City will insure equitable distribution of work assigned. City generally issues a notice of intent to award in advance of the actual award of a contract procured through a request for proposal.

5.7.1 Award consideration

Whether to award a contract shall be determined by City in its sole and absolute discretion to be in its best interest. City reserves the right to reject or withdraw any and/or all items from award consideration.

5.7.2 Award Recommendation

The Intent of Notice to Award shall be sent by email to all proposers.

5.7.3 Form of Contract

A copy of the standard Personal Services Agreement which the City expects the successful firm or individual to execute is included as Attachment A. The contract will incorporate the terms and conditions from this RFP document and the submitted proposal. **Proposers taking exception to any of the contract terms or conditions must submit a request for a change standard contract terms and conditions with their proposal, or the exceptions will be deemed waived.** The City will review all requests for changes and may or may not accept the requested exceptions.

5.7.4 Insurance certification

The apparent successful Proposer shall provide all required proofs of insurance to City prior to the City signing the contract. Failure to present the required documents to the City may result in proposal rejection or delay of award of contract. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to proposal submission.

5.7.5 No contractual obligation

City is not obligated because of the submission of a proposal to enter into a contract with any Proposer, and has no financial obligation to any Proposer arising from the RFP.

5.8 Reservation of Rights

City reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay or cancel the RFP without liability if City finds it is in the best interest of the City to do so (see generally ORS 279B.100);
- Obtain clarification of any point in proposal or obtain additional information necessary to properly evaluate a particular proposal;
- Reject any or all proposals received upon finding that it is in the best interest of the City to do so (see generally ORS 279B.100);
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any proposal, if required;

- Reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate a Scope of Work described herein and negotiate separately in any manner necessary to serve the best interest of the public;
- Amend any contracts that are a result of this RFP within the laws of public procurement; and
- Engage consultants by selection or procurement independent of this RFP process or any contracts under it to perform the same or similar services.

Although pricing is a consideration in determining the apparent successful proposer, the intent of the RFP is to identify a proposal from a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. The Proposer with the lowest pricing structure may not necessarily be awarded a contract. City reserves the sole right to determine the best proposal.

SECTION 6: SIGNATURE PAGE

[FILL OUT AND SUBMIT THIS PAGE WITH YOUR PROPOSAL]

This page must be signed with the full name and address of the Proposer submitting the response; if a partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

The undersigned verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that information provided in response to this Request for Proposal is accurate.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications have been received and duly considered and that all cost adjustments associated with the addenda are reflected in this proposal.

Addendum No(s)._____ Acknowledged? ☐ YES / ☐ NO

Resident Proposer as defined in ORS 279A.120(1)?* ☐ YES / ☐ NO

Proposers certify non-discrimination in accordance with ORS 279A.110(4). ☐ YES / ☐ NO

If awarded a contract pursuant to this solicitation, will Proposer participate in Intergovernmental Permissive Cooperative Purchasing (extend the terms, conditions and prices of such contract to other public agencies)? If no, please explain on a separate piece of paper. ☐ YES / ☐ NO

Is your firm currently certified in the State of Oregon as an M/W/SDV/ESB enterprise? If so, what Certifications do you hold and provide certification number. _____ ☐ YES / ☐ NO

Proposer hereby makes this proposal to furnish goods and/or services at the price(s) indicated herein in fulfillment of the requirements and specifications of the City as stated in the Request for Proposals.

Signature of Authorized Official

Date

Printed Name

Telephone Number (with area code)

Title

E-mail Address

Firm

City of Milwaukie Business License No. or
Metro Business License No.

Address

*"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

SECTION 7 - ATTESTATION of COMPLIANCE with TAX LAWS

[COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID OR PROPOSAL]

I, _____, representing _____
Insert printed name Insert name of firm

(Bidder/Proposer), hereby attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated herein.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

Authorized Agent Signature

Date

ATTACHMENT A



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR INSTALLATION OF RESIDENTIAL SOLAR PHOTOVOLTAIC
SYSTEMS**

THIS AGREEMENT made and entered into this (Day) day of (Month), (Year) by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and (Contractor's Name) hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by December 31, 2017. All work under this Agreement shall be completed prior to the expiration of this Agreement. The City shall also retain the rights to two (2) one-year extensions to the Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed (Amount in written form) (\$Amount in numerical form) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither

the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

C. Contractor certifies that it currently has a City business license (or Metro business license) or will obtain one prior to delivering services under this Agreement.

D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this

indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. **INSURANCE**

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverage:

A. **Commercial General Liability Insurance**

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. **Commercial Automobile Insurance**

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. **Professional Liability Insurance**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. **Workers' Compensation Insurance**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for Installation of Residential Solar Photovoltaic Systems . The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract." A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance

Business Phone: 503-786-7555
Business Fax: 503-653-2444

10722 SE Main Street
Milwaukie, Oregon 97222

Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Contractor
City of Milwaukie	Company: (insert name of firm)
Attn: Accounts Payable	Attn: (insert contract manager's name)
10722 SE Main Street	Address: (insert contract manager's address)
Milwaukie, Oregon 97222	
Phone: 503-786-7523	Phone: (insert #)
Fax: 503-786-7528	Fax: (insert #)
Email Address: ap@milwaukieoregon.gov	Email Address: (insert address)

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties

so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the Mitch Nieman, Assistant to the City Manager, may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income

tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF MILWAUKIE

CONTRACTOR

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Exhibit A

Contractor shall provide participating residential homeowners with site assessments, system design proposals, and installations. The project will be open to all residential homeowners within City limits, though the number of participating homes and total capacity of the project is unknown.

Services to be Provided by Contractor

Services to be provided by Contractor include, but are not limited to the following:

- Complete individual site assessments, including:
 - Establish each site's suitability for solar
 - Identify what solar technologies the homeowner wants
 - Identify selected system size and finalize installation cost for each home
 - Analysis on impact of shading, tilt and orientation on annual electricity productions
 - Note any electrical, mechanical or structural considerations that may incur costs above and beyond the per-watt pricing schedule for the project
- Install solar photovoltaic panels that conform to all applicable laws and codes, interconnections requirements for net-metered installation, Energy Trust and Oregon Department of Energy Installation requirements, and existing rules and timelines.
- Secure the required permits, complete and submit Energy Trust of Oregon incentive applications, and schedule and pass all jurisdictional and Energy Trust inspections, for each participating home.
- Guide and assist each homeowner by completing a net-metering agreement with their utility.
- Provide each homeowner with information, documentation and Tax-Credit-Certified Technician signature required to complete the Oregon Department of Energy Residential Tax Credit application.
- Provide each homeowner appropriate documentation and guidance for applying for the federal tax credit.
- Answer questions and interface with the community during workshops.

Services Provided by the City and Partnering Agencies

City's Project Team (PT) is responsible for overall project management and coordinating between partnering agencies, Contractor, and participating homeowners. PT shall coordinate with internal staff to ensure preparedness for a high volume of permit applications. PT shall also work with Energy Trust of Oregon on a system for efficiently handling a high volume of incentive applications through existing systems.

The City, Solar Oregon, and other project supporters shall deliver educational workshops ranging from solar project basics to topical sessions on net-metering, technical details, financial incentives and tax credits, financing options, home energy efficiency, and weatherization.

The City and partnering agencies are committed to publicizing the project at local events, via newsletters, bulletins, flyers, websites, mailings, social media, and other communication outlets. This shall also include a dedicated project web-site and point of contact.