City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No: **P12-0006**
Materials and/or Services: **3rd Party Solar Electric Generating Systems**

Proposal Due Date: **February 7, 2012**
Proposal Time: 5:00 P.M. AZ Time
Contact: **Jennifer Miller**
Phone: (623) 773-7115

Mailing Address: City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Paul Garvison
Telephone: 408-510-5173 Email: pgarvison@sunwize.com

SunWize Technologies, Inc.
Company Name

Authorized Signature for Offer

111 West St. John Street . Suite 1200
Address

Paul Garvison
Printed Name

San Jose CA 95113
City State Zip Code

Sr. VP Sustainable Energy Group
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 5/24/12

Approved as to form:
Stephen M. Kemp, City Attorney

CC: _____

Contract Number: ACON 27712

Official File: _____

Contract Awarded Date May 23, 2012

Carl Swenson, City Manager

COP 203 (07/05/11) CF

A CON 27712

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
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1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**

    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.

    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

   Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

   A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

   Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

   The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

   Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

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a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.
    b. Stop the work immediately.
    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

38. **PROHIBITED POLITICAL CONTRIBUTIONS**: Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0006**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract to **perform a feasibility study, provide financing, design and installation, as well as on-going maintenance and operation of a privately owned Solar Electric Generating System.**

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

6. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

7. **Contract Type:** Firm Fixed Price

8. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of **two (2)** years thereafter, unless terminated, cancelled or extended as otherwise provided herein.

9. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of **thirty-six (36)** months.

10. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

11. **Pre-Proposal Conference:** A conference will be held at the Greenway Water Treatment Plant:

    ADDRESS: 7300 W. Greenway Rd
    Greenway Training Room
    Peoria, Arizona 85381

    DATE: **January 5, 2012**

    TIME: **9:00 a.m., Arizona Time**

    The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate

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action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

A Site visit will be conducted immediately following the conclusion of the preproposal meeting. Offerors are encouraged to attend.

Billing information for Greenway Plant is included with this solicitation to assist in the assessment of the Solar suitability of this site. Greenway Water Treatment Plant (GWTP) is located in the SRP service area. 11 x17 hard copies of the Greenway Plans will be made available for review at the preproposal meeting. If additional review of plans is needed, vendors may schedule an appointment with Jennifer Miller in Materials Management. Vendors are not allowed to photograph or reproduce plans in any way.

12. **Proposal Format:** Proposals shall be submitted in one (1) original and ten (10) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be unbound, on 8 1/2" & 11" paper with the text on one side only. Color exhibits or binders are neither required nor desired. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified.

13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, program approach, project approach and other pertinent information. The presentation shall be approximately 60 minutes, allowing 15 minutes for a question and answer session. There should be representatives for Construction, Design, and financing present to lead the presentation and answer specific questions in each of these areas on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

14. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

a. System Design and Engineering Experience (limit 5 pages) 200 points

Provide information and explanation of solar electric generating system design and engineering experience for ground mounted and roof mounted installations as follows:

1. Total kw of generating capacity of on-site solar electric generating engineered and designed over the last three (3) years which are currently in commercial operations. Emphasis should be on solar electric generating systems of similar size and type as contemplated in the Proposer's response. Highlight the challenges and solutions for previous projects.
2. Experience with engineering and designing electrical interconnection facilities for the purposes of electrically interconnecting commercial scale solar electric generating systems. Highlight the value added solutions and safety considerations engineered into previous projects.
3. Discuss the design considerations critical for a successful 3rd party owned solar installation on a City owned facility.

b. Installation Qualifications and Experience (limit 5 pages) 100 points

Provide information and explanation of the solar electric generating system installation and construction experience as follows:

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1. Total kW of installed solar electric generating installed over the last three (3) years which are currently in commercial operations. Emphasis should be on solar electric generating systems of similar size and type as contemplated in the Offeror's response.
2. Description of installation capabilities. Discuss staffing levels and equipment.
3. Discuss contractor licensing, industry training requirements, company training requirements (above and beyond industry standard), safety records.

c. Project Financing Capacity and Experience (limit 5 pages) 200 points

Provide information and explanation of solar electric generating system project financing capabilities and experience as follows:

1. Demonstrate bonding capacity and relate that to maximum project size.
2. Provide examples, including method financed, amounts financed and evidence of having financed solar electric generating systems in the last three (3) years.
3. Discuss in general the typical 3rd Party agreement contract terms and how the City would enter into agreement with your firm.
4. Describe the system for billing the host customer (City).
5. Describe your experience with routing Power Purchase Agreements (PPA) through the Arizona Corporation Commission.

d. Project Management, Implementation and Delivery Capabilities, Capacity and Experience, and Solar Output Monitoring and Billing (limit 5 pages) 150 points

Provide information and explanation of solar electric generating system project management, implementation and delivery capabilities, capacity and experience as follows:

1. Describe your experience working with the proposed project team. Highlight the key roles and responsibilities of each team component.
2. Describe engineering and design management process. Highlight how a turn key solar project would be delivered to the City. Detail the key milestones from project inception to grid tie-in.
3. Highlight the City's involvement with your company from grid-tie in throughout the life cycle of the solar array. Discuss your company's expectations and requirements.
4. Describe capabilities and experience in monitoring solar electric generating system performance. Submit sample plan that details the performance of the solar electric generating system.
5. Describe capabilities and experience in maintaining solar electric generating system.

e. Proposal for a 3rd Party Solar Array at Greenway Water Treatment Plant (GWTP) (limit 20 pages) 300 points

Per pages 19 – 21, "Program Scope of Work", proposal for project shall include the following items:

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☐ Items A through K discussed

☐ City responsibilities clearly discussed

☐ 20-year price evaluation

☐ Billing plan

☐ Rebates & Incentives summary

☐ Design Narrative

☐ Required Permits listed

☐ Project Schedule

☐ Testing/Start-up checklist

☐ O & M chart

f. Conformance to Request for Technical Proposals (50 points)

Provide all information requested in this RFP. Do not exceed the page limit requirements. Additional unrequested information included in the proposal may result in point deduction for conformance.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

15. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.

18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

19. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.

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20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

25. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

    The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

    The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

    The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

27. **Required Insurance Coverage:**

    a. Commercial General Liability

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Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.

28. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

29. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

30. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor; therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

31. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

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32. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

    c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

    d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

33. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

34. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

35. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

    a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

    b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

    c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

    d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

    e. Ensure that offices and workspaces containing customer information are secure.

    f. Ensure that computer virus protection is up to date

36. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the

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correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

37. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

38. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

39. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    a. The contractor provides material that does not meet the specifications of the contract;

    b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

    c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

    Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

    e. Cancel any contract;

    f. Reserve all rights or claims to damage for breach of any covenants of the contract;

    g. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

    h. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

        i. Deduction from an unpaid balance;

        ii. Collection against the bid and/or performance bond, or;

        iii. Any combination of the above or any other remedies as provided by law.

40. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

    The following is a list of allowable travel expenses under this contract agreement:

    a. Transportation:

        i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.

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ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.

ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accomodations within Peoria can be found on the following website: http://visitpeoriaaz.com/accommodations.php

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BACKGROUND

The City of Peoria is committed to providing an environment in which our natural resources, our people, and our economy are balanced. We will not compromise the future by focusing solely on the needs of today. We aspire to make Peoria a regional leader that develops, promotes, and improves the quality of our community through sustainable practices.

PROGRAM DESCRIPTION

The City of Peoria is seeking a qualified business or businesses to provide cost competitive 3rd Party owned electricity generating solar photovoltaic systems at City owned sites under a Power Purchase Agreement (PPA). The first site that the City would like to consider will be the Greenway Water Treatment Plant (GWTP)

Phase I of program is for the financing, design, construction, operation and maintenance of a solar photovoltaic system at the Greenway Water Treatment Plant facility under a PPA contract for up to 20 years.

Phase II of the program is to allow the selected firm to conduct a study of other City owned properties to identify other feasible locations for additional solar arrays.

Use of locally manufactured products is encouraged. Proposers shall demonstrate the ability to perform the work described in the Scope of Work set forth in this solicitation and have significant experience successfully performing comparable work.

PROGRAM OBJECTIVES

The City of Peoria would like to establish a cost effective renewable energy systems at various facilities to generate electricity using solar photovoltaics. Renewable energy projects will assist the City in developing long term energy planning, protecting itself from rising energy costs and establishing fiscal predictability. Initiatives will consider fiscal, environmental and societal benefits to the City and the community.

The objective of this Request for Proposal is to select the most qualified firm to install system at Greenway Water Treatment Plant and to identify and provide a feasibility study and provide financing, design, construction, interconnection, operation and maintenance of solar photovoltaic systems on City properties. Multiple sites may be incorporated to provide the most economically beneficial investment.

Upon selection of the most qualified firm, the City intends to enter into a PPA for a term negotiated between the City and Offeror. The awarded firm shall apply for and manage all incentives including but not limited to, utility reservation requests, utility, state and federal incentives and renewable energy credits and certificates.

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PROGRAM SCOPE OF WORK

The proposals must provide for complete cost effective solar electric energy systems including a discussion of the feasibility & project description, financing & billing plan, design & engineering, construction & implementation, operation & maintenance, and utility coordination & interconnect. The proposal should also take into account including all labor & materials and any temporary or interim facilities required to maintain essential existing functions in operation throughout the contract period. The awarded firm will be entitled to all eligible tax credits and incentives and is expected to factor those tax credits and rebates into the proposed pricing. The proposal should be concise, straightforward and prepared simply and economically on 8.5" x 11" white bond paper, stapled. Do not submit displays or marketing materials. Proposals shall not exceed 20 pages, single-sided.

FEASIBILITY & PROJECT DESCRIPTION

Each proposal shall contain a detailed explanation of the complete project and a delineation of all work tasks to be performed by the awarded Offeror. Any City responsibilities should be clearly stated.

A. Project Team- list all members and responsibilities
B. System description
C. Layout of installation, layout of equipment
D. Selection of key equipment
E. Safety concerns
F. Ease of maintenance
G. Integration of solar electric generating system with other power sources
H. Controls, monitors and instrumentation
I. System performance monitoring strategy
J. System warranties
K. Visual harmony

FINANCING & BILLING PLAN

Provide a 20-year price evaluation summary of the project. Chart over a 20-year period, the anticipated yearly electrical production, the City's electrical costs if no solar project is completed, and the City's reduced electrical costs after completion of the project. Clearly note any assumptions or predictions for the economic analysis. Provide this analysis using at least 3 different escalation factors for electric rates ranging from low, med, to high.

The Offeror will be required to submit monthly billing to the City over the term of the electrical delivery period. Billing Plan should provide the following:

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- A method to document the solar electric generating system output.
- A preferred method for the sharing of billing data and information such as online, email or third part access.
- The monthly billing period should coincide with the local utility provider billing cycle and shall include the following:
    - Maximum solar generation output in KW (AC)
    - Total kWh (AC) generated
    - Total kWh (AC) sold to the Municipality
    - Price in $/kWh for the month
    - Amount due for solar electricity sold to the municipality within the billing period
    - Total Bill

The Offeror shall discuss available rebates and incentives available for such a project as well as the anticipated and/or guaranteed rate for the purchase of electricity so that the City is full aware of the financial impact of the project. The successful Offeror shall complete and submit all documentation required to quality each system for available rebates and incentives.

DESIGN & ENGINEERING

Discuss how the design and engineering of the solar electric generating system maximizes the solar energy resources at each City site, taking into consideration the facility's electrical demand and load patterns, proposed installation sites, available solar resources, installation costs and other relevant factors.

The Offeror is responsible for ascertaining relevant site conditions and making its own findings as to site conditions and appropriate system size. All required permits and permit fees are the responsibility of the Offeror. Describe the project factors that influenced your direction with the design.

CONSTRUCTION & IMPLEMENTATION

The Offeror shall secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to the City. The Offeror shall supply all equipment, materials, inspection, and labor necessary to install the solar photovoltaic systems and integrate them with other power sources and back-up power sources. Project signage will be provided by the Offeror. Integration of the project into the City's SCADA and/ or Energy Management System will be completed by the Offeror at no cost to the City. Discuss all permits required for this project and the timeframe to obtain these permits.

A project schedule shall be provided outlining the key milestones of the project up to full commissioning.

During the start-up, the City shall observe and verify each system's performance. Required commissioning and acceptance test services shall include:

- Starting up the solar electric generating systems until it achieves the performance requirements of the qualifying management service agreement
- Starting up the mechanical solar systems until it achieves the performance requirements of all qualifying management service agreement
- Conducting the successful delivery of power or heating btu's within thirty days following completion of a system
- Conducting a successful grid power failure simulation with transfer to generator power.

OPERATION & MAINTENANCE

The Offeror shall complete all routine operation & maintenance tasks for the 20-year duration of the agreement. In addition, the Offeror shall be responsible for all remote monitoring of the system. Provide a chart of all O&M responsibilities for the system; clearly note the frequency of each task (daily, weekly, monthly, yearly, etc).

In addition to the monitoring provided by the Offeror, the Offeror shall integrate the project back to the City's SCADA and/or Energy Management System enabling the City to monitor, analyze and display historical and live solar electricity generation data. The regularly collected data should reflect, but not be limited to the following:

- System performance
- System availability
- Average and accumulated output
- Capacity factor
- Degradation

The Offeror shall discuss warranties for all proposed system components (i.e. modules, inverters, etc.) to the City regarding the installed solar electric generating systems.

UTILITY COORDINATION/INTERCONNECTION

The successful Offeror shall supply and install equipment required to interconnect the solar electric generating systems to the City and utility's distribution system. The developer shall fulfill all application, study and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the offeror.

February 7, 2012

Original Proposal

Supply and Installation of

3rd Party Solar Electric Generating Systems

In Response to the

Request for Proposal for the

City of Peoria, AZ

P12-0006

Submitted to

City of Peoria

Material Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345-6560

Attn: Jennifer Miller, Contract Administrator

by

SunWize

Reliable People ::: Reliable Products ::: Reliable Power!

Gordon Bloom

111 West St John Street, STE 1200

San Jose, CA 95113

GBloom@sunwize.com

Office 909-758-4931

Mobile - 714-206-1621

SOLICITATION AMENDMENT

Solicitation No:	P12-0006
Description:	**3rd Party Solar Electric Generating Systems**
Amendment No:	Four (4)
Solicitation Due Date:	February 7, 2012
Solicitation Due Time:	5:00 p.m.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management at the Solicitation Due Date and Time.

Sign-in sheets from pre-proposal meeting held on January 23, 2012 are attached

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

2/6/12
Signature Date

Paul Garvison, Sr. VP Sustainable Energy Group
Typed Name and Title

SunWize Technologies, Inc
Company Name

111 West St. John Street, Suite 1200
Address

San Jose, CA 95113
City State Zip

The above referenced Solicitation Amendment is hereby Executed

January 24, 2012

at Peoria, Arizona

Jennifer Miller, Contract Administrator

COP 207 (02/01/08)HFK

SOLICITATION AMENDMENT

Solicitation No:	P12-0006
Description:	3rd Party Solar Electric Generating Systems
Amendment No:	Three (3)
Solicitation Due Date:	February 7, 2012
Solicitation Due Time:	5:00 p.m.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management at the Solicitation Due Date and Time.

For those interested vendors who were not able to attend the previous pre-proposal meeting, an additional meeting will be held on Monday, January 23, 2012 at 1:30 p.m.

For security purposes, all interested parties planning on attending the Preproposal conference are required to sign up, no later than January 18, 2012 by 1:00 p.m. Arizona Time, with Jennifer Miller at the City of Peoria by emailing jennifer.miller@peoriaaz.gov. The email must contain the exact name of those attending. A valid picture identification matching the name given in the sign-up email will be required for access onto the Greenway Water Treatment site.

Soils Report is attached

Sign-in sheets from pre-proposal meeting held on January 5, 2012 are attached

Q & A from January 5th pre-proposal meeting are attached

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

2/6/12
Signature Date

Paul Garvison, Sr. VP Sustainable Energy Group
Typed Name and Title

SunWize Technologies, Inc
Company Name

111 West St. John Street - Suite 1200
Address

San Jose, CA 95113
City State Zip

The above referenced Solicitation Amendment is hereby Executed

January 10, 2012

at Peoria, Arizona

Jennifer Miller, Contract Administrator

SOLICITATION AMENDMENT

Solicitation No:	P12-0006
Description:	3rd Party Solar Electric Generating Systems
Amendment No:	Two (2)
Solicitation Due Date:	February 7, 2012
Solicitation Due Time:	5:00 p.m.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management at the Solicitation Due Date and Time.

For security purposes, all interested parties planning on attending the Preproposal conference on January 5, 2012 at 9:00 a.m. are required to sign up, no later than December 29, 2011 by 5:00 p.m., with Jennifer Miller at the City of Peoria by emailing jennifer.miller@peoriaaz.gov. The email must contain the exact name of those attending. A valid picture identification matching the name given in the sign-up email will be required for access onto the Greenway Water Treatment site.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

2/6/12
Signature Date

Paul Garvison, Sr. VP Sustainable Energy Group
Typed Name and Title

SunWize Technologies, Inc.
Company Name

111 West St. John Street, Suite 1200
Address

San Jose, CA 95113
City State Zip

The above referenced Solicitation Amendment is hereby Executed

December 20, 2011

at Peoria, Arizona

Jennifer Miller, Contract Administrator

SOLICITATION AMENDMENT

Solicitation No: P12-0006
Description: **3rd Party Solar Electric Generating Systems**

Amendment No: One (1)
Solicitation Due Date: February 7, 2012
Solicitation Due Time: 5:00 p.m.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management at the Solicitation Due Date and Time.

SRP invoices for Greenway Water Treatment Plant facility attached

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature _____ Date 2/6/12

Sr. VP Sustainable Energy Group
Typed Name and Title

SunWize Technologies, Inc.
Company Name

111 West St. John Street, Suite 1200
Address

San Jose CA 95113
City State Zip

The above referenced Solicitation Amendment is hereby Executed

December 7, 2011

at Peoria, Arizona

Jennifer Miller, Contract Administrator

TABLE OF CONTENTS

I. SYSTEM DESIGN AND ENGINEERING EXPERIENCE

This proposal is prepared in response to RPF P12-0006 for a solar electric generating system at the City of Peoria's Greenway Water Treatment site. SunWize Technologies, Inc. is presenting this proposal in partnership with SunEdison. SunWize would be the Engineering, Procurement, and Construction (EPC) contractor and prime contractor for the construction of the solar system. SunWize is a wholly owned subsidiary of Mitsui USA, Inc., a global Fortune 500 firm. SunEdison, subsidiary of MEMC Electronic Materials, Inc. (NYSE:WFR) would be the provider of project financing, the Power Purchase Agreement with the City of Peoria, and the owner/operator of the solar system.

A. Total kW of Capacity of Electric Generating System Design and Engineering Experience

SunWize's diverse background and broad history with photovoltaic systems is the foundation from which we work to deliver your photovoltaic project. For over 16 years, SunWize has helped their clients deliver some of the most challenging and complex solar electric projects on commercial, industrial, government and utility-scale sites. SunWize has contracted over 23 MW of grid-tied turnkey solar installations. Additionally, SunWize supplies off-grid solar solutions to industrial and military customers across the globe.

SunWize has extensive solar design and installation experience and presence in the Southwestern region of the Untied States and is responsible for designing and installing the largest solar carport system in the Nation. The carport system was installed at the VA Phoenix Medical Center, located in Phoenix Arizona. When completed (February 2012) the total system size will be 4.4 MW. The installation will generate over 7.7 million kilowatt-hours of clean energy annually, which will offset over 10.3 million pounds of CO_2 emissions. The table below illustrates SunWize's turnkey PV solar systems installation contracts located in the Southwestern United States. SunWize's scope of work for these projects includes complete system design, procurement, installation and commissioning services.

SunWize - Southwestern State PV turnkey solar installation contracts

Project location	System Size
Phoenix, Arizona	4,450 kW
Loma Linda, California (2)	1,701 kW
Menlo Park, California	955 kW
Calexico, CA	322 kW
Loma Linda, California (1)	309 kW
Lakewood, California	282 kW
San Francisco, California	250 kW
Monrovia, California	230 kW
Dixon, California	206 kW
Oxnard, California	198 kW
McClellan, California (1)	193 kW
Dublin, California	186 kW
Cerritos, California	129 kW
Corona, California (1)	126 kW
Corona, California (2)	114 kW
Mather, California	101 kW
Vallejo, California	95 kW
Death Valley, California	91 kW
Town of Apple Valley , California	86 kW
Benton, Oregon	75 kW
Palms, California	73 kW
Palm Desert, California	63 kW
Port Hume, California	56 kW
Foothill Ranch, California	49 kW
Bermuda Dunes, California	33 kW
Indio, California	31 kW
Chino, California	28 kW
Sky Valley, California	25 kW
Los Alamitos, California	11 kW
Total	10,468 kW

Our in-house design engineers work closely with the dedicated project manager and construction team to implement our design and seamlessly incorporate any necessary modifications during construction. By combining our expertise in site planning, the design of PV system and the interconnection electrical system, SunWize provides a single point of accountability to reduce any risks. Below are representative examples of SunWize's turnkey solar system installations highlighting engineering design challenges. SunWize was the prime contractor responsible for the design, engineering electrical interconnection, installation, construction, and commissioning of the project.

SYSTEM DESCRIPTION - 4.45 MW Carport System

SYTEM LOCATION
Phoenix, AZ

DATE INSTALLED
Phase I: 630 kW March 2011
Phase II: 3,800 kW February 2012

PROJECT INSTALLATION CHALLENGE
Parking space is constrained at this facility. Project required demolition of end-of-life buildings, building new parking lots and reworking existing lots, and coordination with upgrades to electrical service infrastructure.

HOW SUNWIZE MET THE CHALLENGE
SunWize assisted the VA with planning, securing, and moving personnel into temporary office space prior to demolition of end-of-life buildings. SunWize pre-panelized the solar arrays off-site to reduce on-site construction time, installed the system during non-operational night hours, and used underground boring instead of trenching to minimize the impact on parking.

SunWize has been a great partner to VA, taking phase one from concept to the operational carport system now providing clean solar energy to the hospital. We are proud to be a renewable energy leader in the health care community and look forward to working with SunWize on the completion of phase two."
JAMES LARSON, Energy Manager, Carl T. Hayden VA Medical Center

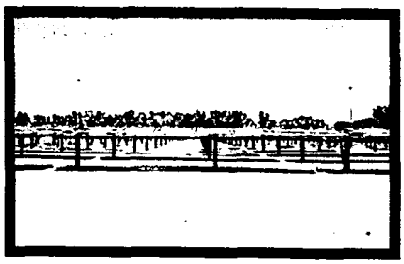
SYSTEM DESCRIPTION 322 kW Ground Mount Tracking System

SYTEM LOCATION
Calexico, CA

DATE INSTALLED
November 2011

PROJECT DESIGN and INSTALLATION CHALLENGE
The land area provided was inadequate to produce the amount of energy desired by the port authority using a typical fixed ground mount PV system. The heat at this location created an installation challenge, along with the high security needs of the NAFTA Boarder control.

HOW SUNWIZE MET THE CHALLENGE
A single axis tracking system was selected with a combination of high efficiency SANYO modules. The tracking system rotates the modules from east to west during the day keeping the modules at the optimal angle of incidence to the sun; therefore, producing more energy (kWh) than a fixed ground mount system. Single-axis trackers are often optimal solutions for locations. SunWize schedule and managed installation crews and subcontractor for evening and night installations. Project Management worked closely with the Boarder Control for a successful and timely installation.



"I would like to express my appreciation for providing GSA and the tax payers a great service. You both went the extra mile is accommodating GSA on many levels, and I really appreciate that! Please use me as a reference for future projects, I will give SunWize the highest possible evaluation and recommendation."
***Mike Bowling,** Project Manager, GSA Facilities Management*

SYSTEM DESCRIPTION **337 kW Roof Top Ballasted System**

SYSTEM LOCATION
Dallas, TX

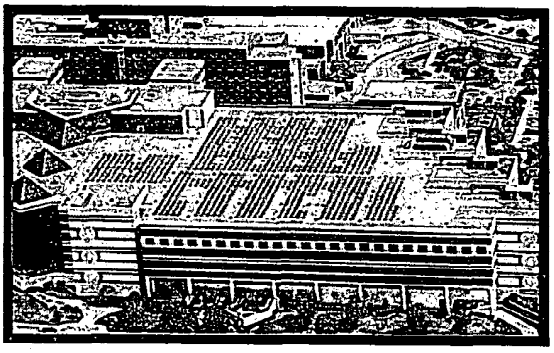
DATE INSTALLED
February 2009

PROJECT INSTALLATION AND SAFETY CHALLENGE

The medical center has 24/7 operations that cannot be disrupted by construction projects. Since the building is tall a large crane was required to safely lift the solar equipment to the roof.

HOW SUNWIZE MET THE CHALLENGE

Setting up and safely operating large cranes can be disruptive to facility operations; therefore, SunWize's diligent Project Management and Engineering teams chose to pre-assemble the solar modules into panels of four solar modules each. Pre-assembly at the SunWize warehouse reduced on-site material handling and installation time, which facilitated quicker crane lifts and a shorter on-site construction schedule. These efforts minimized disruption and met the customer's requirements.



"I appreciate the diligent project and construction management of SunWize. Nobody has worked as hard as SunWize to address my requirements. Moreover, I am glad for the careful, conservative approach to structural engineering taken. In the 'microburst' storm that destroyed the Dallas Cowboy training facility on May 2, 2009 and uprooted trees and light poles here at the hospital, our rooftop PV system stayed put."

RICK HART, Energy Manager, Dallas Medical Center

B. Engineering and Design -Electrial Interconnection Experience

SunWize possess several advantages to help ensure the best value solar solution is provided to each of our customers. These advantages include:

1) The financial backing of our parent company, Mitsui, and the in-house ability to simultaneously bond multiple large scale PV solar projects.

2) One of the largest inventories of any solar distributor in North America. The strength of our Products Group allows SunWize to leverage significant logistics and purchasing advantages as a large buyer of solar electric equipment and provides direct access to high performance modules and solar equipment from the world's leading manufacturers.

3) Extensive capabilities and experience in the design, procurement, installation and maintenance of residential and commercial solar systems, including approximately 23 MW of contracted solar installations.

Below are representative SunWize solar project examples highlighting value added solutions and safety considerations engineered into the previous projects.

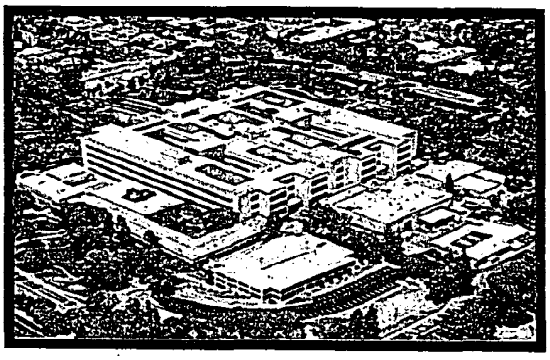
VA Medical Hospital- 309 kW Roof Top System

SYSTEM LOCATION ***DATE INSTALLED Phase 1 9/2008***
Loma Linda, CA Phase 2 7/2012

PROJECT ENGINEERING DESIGN CHALLENGE Hospitals are enormous consumers of energy, but have limited space for photovoltaic panels.

HOW SUNWIZE MET THE CHALLENGE

SunWize selected SANYO solar modules for this as systems, which are amongst the highest efficiency modules available today. Further the SunWize engineering team carefully designed the system to most effectively use the limited roof space and budget. This approach maximizes the energy generation and allows opens spaces for future systems. In 2011, SunWize was competitively awarded a Phase 2 project, which fills the balance of the roof and uses solar carports to deliver additional solar energy to the hospital. The solar carports are curved to match the existing parking areas.



"We are appreciative of the expert project and construction management of SunWize and their ability to work within the many location, timing and safety constraints. We are also impressed by the quality of the installation and the attention to detail."

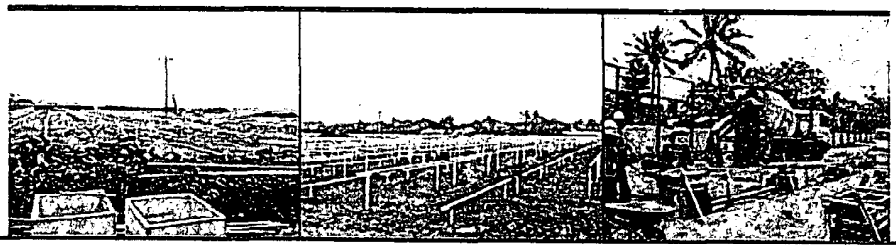
LARRY BARRETT, Energy Manager, Jeffery L. Pettis Memorial Medical Center

American Samoa Power Authority - 1.8 MW Ground Mounted System

SYSTEM LOCATION ***DATE INSTALLED***
Tafuna, Pago Pago, American Samoa March 2012

PROJECT ENGINEERING DESIGN, PROCURMENT, INSTALLATION, CHALLENGE
Even basic components needed for this project are not available on the island, shipping schedules are limited, and air-freight is costly. The system is located 1,100 feet from the ocean and high salt content marine air would quickly corrode typical photovoltaic racking. Volcanic rock soil conditions and high wind speeds result in unique racking and footing designs.

HOW SUNWIZE MET THE CHALLENGE
Our Design Engineers, designed a unique racking systems, required for the dense volcanic rock conditions with corrosion resistant materials. Project Managers built a strict schedule and created strategic relationships on the island to ensure materials arrive on the island in time meet critical project milestones. To combat corrosion, SunWize engineered a custom hot dip galvanized racking system and used epoxy painted inverter enclosures. A footing system was engineered that balances difficult drilling conditions and limited concrete resources while meeting the typhoon wind conditions.

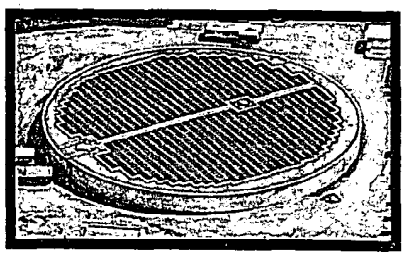


SYSTEM DESCRIPTION 281 kW Ballasted System

SYSTEM LOCATION
Lakewood, CA

DATE INSTALLED
March 2009

PROJECT CHALLENGE
Our customer's principal goal was to maximize energy production from the limited roof space of the water reservoir. The system is located in Southern California; therefore, the installation must meet stringent seismic engineering load requirements. Yet, the owner would not allow penetration for fastening to the concrete roof of this fresh water reservoir.



HOW SUNWIZE MET THE CHALLENGE
SunWize evaluated the project requirements and selected the Sunpower Powerguard non-penetrating system, which preserved the structural integrity of the reservoir. Further, since this system has no "dead" space between solar module rows the entire usable area of the roof is utilized.
"The project went smoothly. SunWize was very reliable and followed up on all aspects of the project, making sure that the job was done and done right. We look forward to working together on future projects"

BILL SIMONS, Vice President, City Light & Power Inc

C. Critical Design Considerations for 3rd Party Owned Solar Installations

The proposed solar electric generating system would be owned by a 3rd party, SunEdison, and not the City of Peoria, during the period of the Power Purchase Agreement. The design considerations that are important for a successful 3rd party owned installation involve access and monitoring of the system for successful operation and maintenance, minimum downtime, and maximum system efficiency. The proposed system will include the robust SEEDS remote monitoring system that will allow close tracking of system operation from remote off-site locations. The system will be designed for ease of maintenance, with all areas of the solar array fully accessible by the system owner's maintenance personnel.

When designing a solar installation on a City owned facility, it is important to consider the following:

- Integrate measurement points from Photovoltaic system to control system
- Ground cover ratio and row to row shading of system structure
- Equipment selection and their efficiency
- Photovoltaic system structural support
- Rebates and incentives
- Access to site
- AC energy production
- Operation and maintenance
- Interconnection wit utility
- Environmental review and permitting
- Visual impact and Security
- Direction/azimuth of the solar installation
- Relevant Codes and Standards

II. INSTALLATION QUALIFICATIONS AND EXPERIENCE

A. Total SunWize kW Installed Solar Electric Systems over Last 3 Years

SunWize Turnkey Solar PV Installation Complete in the last three (3) Years

Customer	Project Location	Project Type	Project Size
Department of Veterans Affairs	Phoenix, AZ	Carports	4,400 kW
Department of Veterans Affairs	Menlo Park, CA	Carport and Roof Mount	955 kW
GSA	Calexico, CA	Single Axis Tracker	322 kW
Department of Veterans Affairs	Loma Linda, CA	Roof Top	309 kW
Bhate (USACE)	Lafayette, LA	Carport and Roof Mount	266 kW
Department of Veterans Affairs	McClellan, CA	Carport	255 kW
SSP- Safeway	Monrovia, CA	Roof Mount	230 kW
Department of Veterans Affairs	Dixon, CA	Carports, Ground Mount	205 kW
SSP- Safeway	Oxnard, CA	Roof Mount	196 kW
Department of Veterans Affairs	Dublin, GA	Carport and Roof Mount	186 kW
City of Cerritos	Cerritos, CA	Ground Mount	138 kW
Department of Veterans Affairs	Cheyenne, WY	Carport and Roof Mount	134 kW
City of Corona	Corona, CA	Ground Mount	126 kW
Organic Food Bar	Corona, CA	Carport	114 kW
Department of Veterans Affairs	Mather, CA	Roof Mount	101 kW
Department of Veterans Affairs	Mare Island, CA	Carport	95 kW
National Parks Services	Death Valley, CA	Roof Mount	91 kW
National Parks Services	Zion, Utah	Ground Mount	90 kW
Death Valley National Park Services	Death Valley, CA	Roof Mount	90 kW
Town of Apple Valley	Apple Valley, CA	Carport	86 kW
Benton County	Benton Co. Fairgrounds	Roof Mount	75 kW
Department of Veterans Affairs	Buffalo, NY	Roof Mount	61 kW
Navy Base Ventura County	Ventura, CA	Carport	59 kW
Department of Veterans Affairs	Honolulu, HI	Roof Mount	53 kW
Department of Veterans Affairs	Pago Pago, American Samoa	Roof Mount	40 kW
Department of Veterans Affairs	Albany, NY	Roof Mount	36 kW
Toyota Boshoku	Fulton, MS	Ground Mount	20 kW
Department of Veterans Affairs	Syracuse, NY	Roof Mount	16 kW
Nu Element	Los Alamitos, CA	Roof Mount	11 kW
	Total		**8,760 kW**

B. Installation Capabilities

SunWize has extensive solar installation experience, with over 23 MW of solar solutions contracted through out the U.S. and abroad. As previously stated SunWize provides a turnkey solution, managing all phases of the solar project. This experience has helped to define a successful installation process.

During the installation period, SunWize will ship major components to the site, mobilize its site supervisory and labor crews or subcontractors, and perform the installation pursuant to the specifications and plans developed during the design and installation planning periods and approved by the City of Peoria. SunWize has a dedicated network of subcontractors that provide necessary equipment for the completion of projects

SunWize will maintain control of work at the site at all times under the direct supervision of its designated Site Supervisor. Neither SunWize employees nor subcontractors will be authorized to work

when the Site Supervisor or approved alternate is not present. The Site Supervisor will be the primary point of contact for the City of Peoria Program Manager or Inspector while installation is in progress at the site.

The deliverable for this period will be a substantially complete, fully operational photovoltaic system ready for third party inspection and commissioning. SunWize will also deliver a punch list to be completed prior to final completion and acceptance of the solar photovoltaic system by the customer.

The progress of work on site during the PV system installation typically follows the following steps:

- Set up temporary facilities (if required) and signage as needed
- Mobilize
- Prepare site to receive equipment – set up receiving areas, slip sheet and/or temporary walkways as required
- Set up maintenance and protection of traffic (MPOT) if required / deliver equipment to the site
- Install PV array/DC, including: Installation of structures/rack, lift panels to structure, perform mechanical assembly and installation of PV array, perform DC wiring of PV array and balance of DC components
- Install Inverter/AC (this work can occur in parallel with DC work), including: Perform mechanical installation of inverter, perform AC wiring and interconnection to utility grid, Inspect, test, and start up system
- Clean up and demobilize

During the installation period, SunWize will remain in close communication with the City of Peoria, supplying daily logs, shop drawings, inspection and test reports, and updated schedules on an as needed basis or as contractually required.

Staffing Levels

To assess our ability to perform against the City of Peoria project requirements, SunWize has performed a detailed evaluation of the workload imposed by our current backlog, the resource requirements of this project, and the resource requirements to be selected to participate in additional projects.

In order to perform this analysis, we have broken down the direct project staff requirements into five categories. These are project management (PM), project engineering (PE), factory assembly labor, installation labor, and site/field supervision (FS).

SunWize's Systems Division currently has a full time permanent staff of six project managers, five project engineers, and six installation supervisors. Additionally, we have two full time temporary project managers, two full time temporary project engineers, and two full time temporary field supervisors on staff. These results in a total in house staffing level of 23 personnel that are available for the design, project management, and site supervision of this project.

The City of Peoria can be assured that SunWize maintains sufficient in-house personnel and a dedicated network of subcontractors required to fully support this project along with multiple new projects.

C. Contractor Licensing, Training, Safety Records

SunWize maintains an active and current Arizona State License:

SunWize AZ Contractor License Table

License Number	*Class & Description*	*First Issue*	*Renewed Thru*	*Open/Closed Complaints*
ROC260096	KB01- Dual Building Contractor	12/15/09	12/31/13	0
ROC260097	K-11 Electrical	11/02/09	11/30/13	0

Training

SunWize has extensive experience installing turnkey solar solutions and understands the importance of safety and training, and design our systems to meet or exceed all local, state and federal codes, and the City of Peoria's RFP requirements.

SunWize requires that all Site Superintendents are OSHA 30 hour certified. This requirement is above and beyond the industry standard OSHA 10 certification. OSHA Outreach Training is the principal method used to train workers in the essentials of occupational safety and health in Construction. The 30 hour OSHA outreach course, covers specific OSHA standards and requirements as they apply to the construction/electrical industry and teaches safety awareness which helps in recognizing and reducing the risks of job site hazards. The 30 hour course puts emphasis on hazard identification, avoidance, control and prevention. The OSHA 30 hour training includes the following safety areas:

OSHA Standards and Inspection Procedures	
Safety programs	**Welding and Cutting**
Recordkeeping	**Electrical**
Hazard Communication	**Fire Prevention**
Scaffolds	**Signs, Signals and Barricades**
Confined Space Entry	**Excavations**
Personal Protective Equipment	**Health Hazards in Construction**
Fall Protection	

In addition to the OSHA 30 requirement, some of the SunWize Site Superintendents are Electrial license holders and North American Board of Certified Energy Practitioners (NABCEP) Certified. NABCEP is the "gold standard" for PV and solar thermal installation certification. The NABCEP PV installer certification is a voluntary certification that provides a set of national standards by which PV installers with skills and experience can distinguish themselves from their competition. Certification provides a measure of protection to the public by giving them a credential for judging the competency of practitioners. NABCEP is a member of the Institute for Credentialing Excellence (I.C.E.) and has endeavored to follow the requirements of ISO/IEC Standard 17024.

SunWize Training and Certification Requirements

Site Supervisor Certification

SunWize requires that all of its site supervisors have their OSHA 30 hour training certificate.

Competent Person Designation

OSHA 1926.32(f) defines a competent person as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them." For all SunWize projects, the SunWize Site Supervisor is designated as the competent person on the site.

Worker Certification

SunWize requires that all of its permanent staff working on site have their OSHA 10 hour training certificate. SunWize encourages its subcontractors to ensure that their permanent staff also has similar training. Contract workers will be given basic safety training by the SunWize Site Supervisor on their first work day on site.

Equipment Operators Certification

SunWize requires that all truck drivers operating vehicles on their job-sites have licenses appropriate for the vehicles they are operating. Workers operating motorized equipment (forklifts, man-lifts, etc) are required to have had training in the safe operation of the equipment being operated. All heavy equipment (cranes, etc) operators are required to have all required licenses and certifications.

First Aid Training

SunWize encourages its site personnel to receive first aid training from the Red Cross or other organization and to keep their first aid certification current. We also try to work with subcontractors who do the same. A list of site personnel with current first aid certification will be maintained by the Site Supervisor and posted near the Emergency Response Plan.

Safety

SunWize Safety Policy- At SunWize, the safety and health of our employees and subcontractors is the first consideration in operating our business. Without question, it is every employee's responsibility at all levels. Our objective is a safety and health program that will reduce the number of injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is zero accidents and injuries.

The policy statement above is an excerpt from the complete policy statement in the company Injury & Illness Prevention Program. In addition, SunWize develops as Safety Manual specific for each project. This manual outlines the safety standards set by SunWize. Any safety standards imposed by the customer or a Prime Contractor that are more restrictive than the standards set by this plan will be followed by SunWize and its subcontractors.

The SunWize Site Supervisor is the company's representative on the site. His job is to ensure that the installation of the project moves ahead smoothly, that the system is built as designed, and that all aspects of the work meet the Customers and SunWize standards. As part of this, he is the "Competent

Person" as defined by OSHA designated by SunWize to make sure that all aspects of this safety plan are carried out. SunWize general safety provisions include the following:

- Job-site & Work Area Neatness
- Material Storage Areas
- Vehicle Safety Procedures
- Toolbox Safety Meetings
- Safety Plan Recordkeeping
- Personal Protective Equipment
    - Clothing
    - Hard Hats
    - Safety Shoes
    - Eye Protection
- Hand Power Tool Safety Procedures
    - Tool Selection
    - Tool Inspection
- Hot Weather Safety Procedures Lifting Safety Procedures
- Cold Weather Safety Procedures
- Lifting Safety Procedures
    - Manual Lifting
    - Fork Lift Truck Lifting
    - Crane Lifting
- Fall Protection Procedures
    - Personal Fall Protection
    - Ladder Safety
    - Work Platform Safety
- Electrical Safety Procedures
    - PV Module Hazards
    - DC Wiring Safety
    - AC Wiring Safety
- Lockout/Tagout Procedures
- Confined Spaces Safety Procedures
- Trenching & Excavating Safety Procedures
- Welding & Cutting Safety Procedures
- Training & Certifications
- Emergency Response Plan

The SunWize Safety Plans are developed and implemented for each specific site and are and integral part the Toolbox Safety Meeting. Throughout construction phase of the project the assigned site superintendent conducts a daily/weekly Tool Box Safety Meeting. The safety topics selected for these meetings will be appropriate for the work being performed at the time. Attendance at these toolbox safety meetings is mandatory for all SunWize and sub-contractor personnel working on the site that day.

III. PROJECT FINANCING CAPACITY AND EXPERIENCE

A. Bonding Capacity

SunWize currently has a total bonding capacity of **$150 million**, held with Westchester Fire Insurance Company, Philadelphia, PA. Because of Mitsui's strong financial backing, a bonding capacity of **$200 million** is attainable. This level of bonding and degree of flexibility are uncommon in the solar industry and a measure of our financial strength and stability.

B. Financed Solar Electric System

SunWize Teams with SunEdison - One of the key strengths that SunWize brings to the City of Peoria's solar project is the ability to bring in world-class partners. SunWize is partnering with SunEdison, who brings the solar financing resources and the expertise of SunEdison to offer solar power PPAs (Power Purchase Agreements). SunEdison is the company that invented the solar PPA, and now, backed by semiconductor giant MEMC, has the capabilities and capacity to greatly expand their already massive solar portfolio.

SunWize is the lead proposer and has overall responsiblity for preparing this quotation in response to the City of Peoria's RFP. SunWize will serve as the lead for all negotiations and communications with the City of Peoria. Post-award, SunWize will be responsible for engineering, procurement, and construction of the solar project.

SunEdison will provide financing for the project and will be the counterparty that will execute the Power Purchase Agreement with the City of Peoria. SunEdison will also provide the performance guarantees for the project's output. During project operation, SunEdison will be responsible for ongoing operation and maintenance of the project, which will also include system monitoring.

Financing Project Experience

SunEdison now operates 11 systems in the State of Arizona that are between 200 kW and 1.1 MW, including two ground-mounted projects of roughly 1 MW each, which provide energy to water treatment plants. SunEdison also has two ground mount projects in Colorado, between 600 and 700 kW in size that deliver energy to water treatment and public works facilities. The table below illustrates SunEdison's solar experience in the state of Arizona.

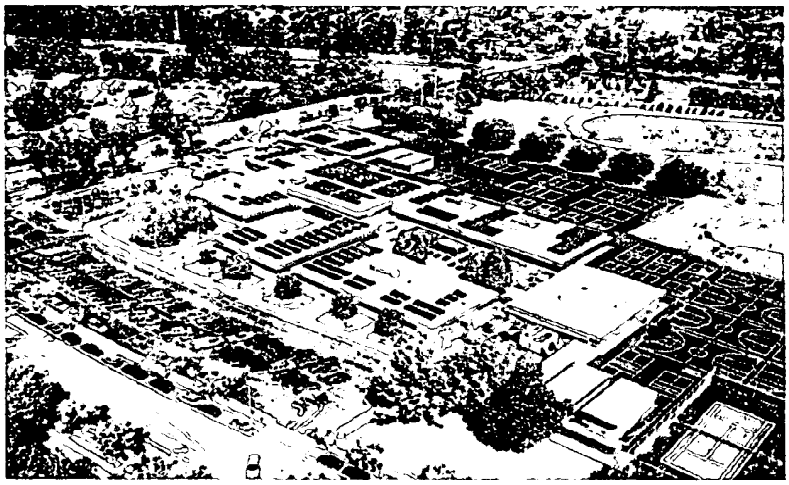
Project Location	Customer	Systems Total Size (kW)
Phoenix	Museum	260 kW
Tucson	Private Company	380 kW
Oro Valley	Private Company	386 kW
Phoenix	Paradise Valley USD	939 kW
Phoenix	Paradise Valley USD	972 kW
Phoenix	Paradise Valley USD	461 kW
Scottsdale	Paradise Valley USD	293 kW
Tucson	Pima County	206 kW
Tucson	Pima County	1,069 kW
Tucson	Pima County	1,102 kW
Mesa	City of Mesa	50 kW
Total	**11 Projects**	**6,121 kW**

Below are additional examples of financed solar electric generating systems in current operation.

Irvine Unified School District, California

Location Irvine, California
Portfolio Size 2.0 MW
Description

In January 2011 SunEdison completed construction on 19 custom-designed solar arrays at 15 different schools with the Irvine USD. SunEdison worked with the Irvine USD to identify sites for solar development, and then utilized both rooftop and carport canopy shade systems to make full use of all available area.



Finance Method Power Purchase Agreement (PPA)
Contract Amount Approximately $0.12 - $0.17 per KWh, site depending
Owner SunEdison and financing partners
System Operation Dates December 2010 to February 2011

California DGS, Ironwood State Prison

Location Blythe, California
Portfolio Size 1.2 MW

Description: SunEdison activated the 1.2 MW ground-mounted solar photovoltaic system for the Ironwood State prison in May 2008. It was deployed through an innovative public-private partnership between the California Department of Corrections and Rehabilitation (CDCR) and SunEdison, North America's largest solar energy services provider."

Finance Method Power Purchase Agreement (PPA)
Contract Amount Approximately $0.10 per kWh
Owner SunEdison and financing partners
System Operation Date May 2008

SunEdison's unparalleled financing expertise is one of their key competitive strengths. Their access to capital, strong financial relationships, and proven track record allow them to enjoy one of the highest contract execution rates in the industry. Moreover, as an MEMC company, SunEdison has the financial strength and long-term vision of a 50-year-old corporation while retaining our culture of innovation and dedication to service.

SunEdison Financing Capability

Illustrative of SunEdison's financing capability, in May 2010 they announced the establishment of a joint venture with First Reserve Corporation to fund up to $1.5 billion of solar energy projects and the development of a 72 MW PV plant in Italy with financing partner Banco Santander. This type of industry-changing innovation provides assurance to SunEdison that their current funding partners, as well as new ones they engage, will continue to provide predictable funding that will allow them to plan for projects of all sizes.

Most recently, in May 2011 SunEdison announced an agreement with Wells Fargo for an additional $120 million to fund U.S. solar photovoltaic distributed generation power projects developed by SunEdison over the next year. The program builds on a SunEdison solar investment fund established in 2007 in which Wells Fargo invested more than $200 million in approximately 150 solar projects developed by SunEdison across eight states.

City or Peoria's Responsibility

SunEdison is the pioneer of the Power Purchase Agreement (PPA), and for that reason they are best positioned to offer the City of Peoria a PPA for this project. After signing the PPA, Peoria would only be accountable for purchasing energy at agreed-upon rates for the term of the contract, with no responsibility for operating or maintaining the system. In short, the structure of a SunEdison PPA will offer Peoria clean, affordable energy with no up-front costs.

C. Typical 3rd Party Agreement Contract

Under the terms of a PPA agreement, the City of Peoria risks no capital, bears little responsibility, and instead is able to reap the advantages of low-cost solar power. A PPA commits SunWize and SunEdison to full-service development of a solar energy system on the City's property. SunWize and SunEdison are wholly responsible for the development, construction, and monitoring/maintenance of the system over the life of the contract. In return, the City of Peoria is responsible only for purchasing the energy produced by the system, according to monthly invoices.

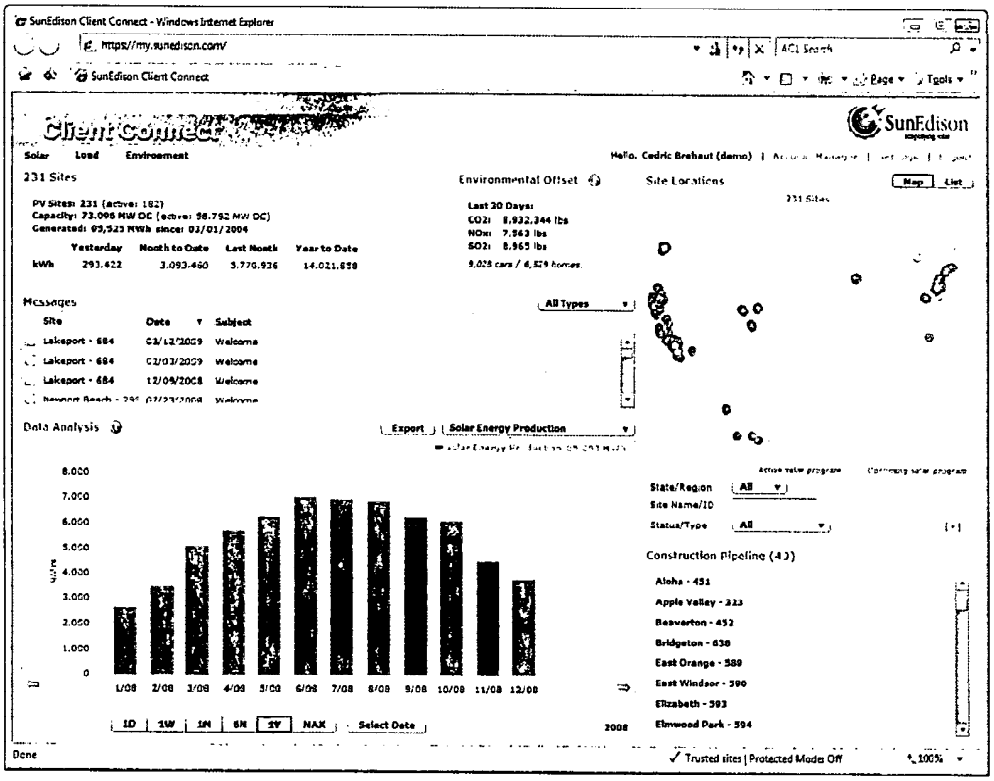
This PPA structure has a number of advantages for the City. First, the City lays out no capital, and is able to conserve funds for other uses. Second, because SunEdison is paid only for the energy produced, we have full incentive to maintain the system at peak capacity, which ensures the City, receives a high-performing solar energy system. Finally, SunWize and SunEdison handle all construction and project management efforts, leaving the City to focus on governance and other areas.

D. Billing for Peoria, AZ

The City of Peoria would be billed through SunEdison's web portal Client Connect. Client Connect enables the City of Peoria to track real-time weather data, system performance information, and

download monthly bills. Client Connect can also be customized to provide email notifications when a bill is ready. The bill will include system kilowatt-hours (kWh) generated, the price per kWh, and the total bill. The City of Peoria then has several options to pay the bill, either electronically or via check.

Client Connect, the secure online monitoring portal from SunEdison, offers a very simple yet powerful way for their customers to access solar production and environmental offsets data, measure facility energy usage, track energy costs and savings. Below is a screen shot of the Client Connect interface.



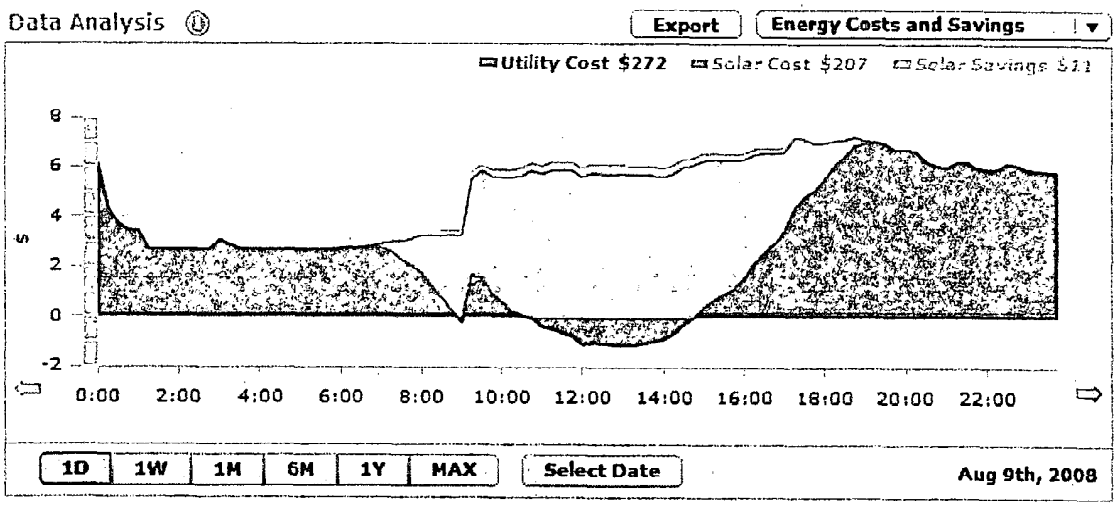
Client Connect's intuitive interface allows for easy viewing and charting of energy data. Site performance, module temperature, and local weather conditions are tracked every fifteen (15) minutes and displayed instantly for our customers to view. The data is then easily-exportable to programs like MS Excel for additional analysis. As a web-based interface, Client Connect can be accessed by a number of various users. School districts, city councils, and other interested stakeholders will be able to view – in real time – the actual system performance of the solar arrays. This deep level of data provides powerful educational and marketing benefits to the City of Peoria.

Energy Costs Monitoring

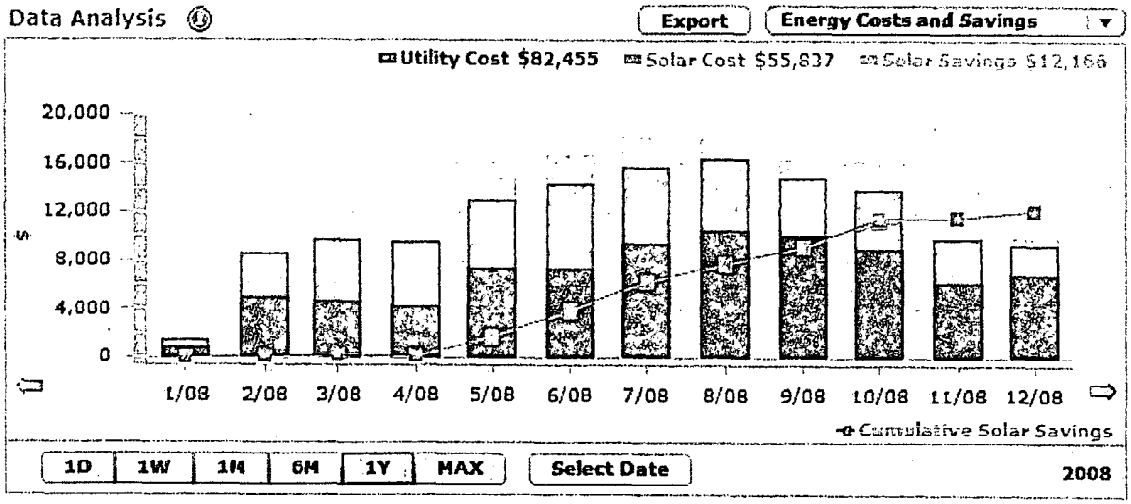
Besides showing solar energy production information, Client Connect also provides up-to-the-minute energy savings information. SunEdison's proprietary Tariff & Rate Engine for Energy Systems, or TREES, breaks down your energy bill into easy-to-read charts and graphs, showing energy costs and solar savings.

The graph below shows an actual client's overall energy consumption over the course of a single day. Note how solar energy production (in orange) peaks in the day when energy consumption also peaks. Also, note how in the midday hours, total energy use crosses below zero – this indicates periods when

the solar array is sending energy back to the grid and the customer's meter is actually spinning backwards.



The chart below shows the same client's solar savings over the course of a year. Client Connect calculates total utility cost, as well as solar cost and savings, simply and automatically.



E. Power Purchase Agreements (PPA) through the Arizona Corporation Commission

With over 450 operational systems in the SunEdison fleet, they have worked with regulatory authorities across the globe, including the Arizona Corporation Commission (ACC). To date SunEdison has moved seven (7) PPAs through the ACC for public-sector clients in Arizona. (These agreements are in addition to our PPAs directly with APS as part of our utility-scale solar projects.) SunEdison is thoroughly familiar with the unique regulatory process and environment in Arizona, and look forward to sharing that understanding with the City of Peoria.

IV. PROJECT MANAGEMENT, IMPLEMETATION AND DEVLIVERY CAPABILITIES

A. Project Team Responsibilities

SunWize is the lead Proposer and has overall responsiblity for preparing this quotation in response to the City of Peoria's RFP. SunWize will serve as the lead for all negotiations and communications with Peoria. Post-award, SunWize will be responsible for engineering, procurement, and construction of the solar project.

SunEdison will provide financing for the project and will be the counterparty that will execute the Power Purchase Agreement with the City of Peoria. SunEdison will also provide the performance guarantees for the project's output. During project operation, SunEdison will be responsible for ongoing operation and maintenance of the project, which will also include system monitoring.

Subcontractor Team Members

SunWize will be the prime contractor, where subcontractors are used they will be under the direct supervision of the SunWize Project Manager. SunWize is proposing to subcontract with 1) Skyline Steel for the structural and mechanical installation and 2) Lafferty Electric Technologies as the electrical subcontractor.

B. Engineering and Design Management Process

Past experience has provided SunWize with a distinct advantage ensuring the most efficient installation and minimal disruption to the City of Peoria. A written narrative of how a turn key solar project would be delivered to the City of Peoria is provided below. A preliminary schedule can be reviewed below in page 38 of the Green Water Treatment Plant Proposal.

1) Design - During the design period, SunWize will visit the site, conduct a kickoff meeting, and complete a detailed site survey to facilitate completion of the detailed design process. The site survey includes verification of the site including dimensions, a shading study, identification of the planned point of electrical interconnection and other site specific details. SunWize will then develop the detailed design of the solar photovoltaic system, including the PV array layout; structural review (wind, snow, and seismic load analysis); electrical design; and electrical interconnection. During the design period, utility interconnection and incentive program applications will also be prepared. Consultation with the City of Peoria's representative will occur regularly and as required by the City of Peoria during the design period prior to making formal submittals.

SunWize will verify existing conditions and ascertain the site conditions that may affect required equipment clearances, electrical, metering, control and mechanical requirements of the contract. SunWize will comply with, review and incorporate interconnection agreements, utility-required disconnects, and utility-grade meters. All state local and utility requirements will be met. SunWize will be responsible for interconnection fees associated with the project. **The deliverable during this period will be a design submittal/permitting package for review and approval by the authority having jurisdiction (AHJ).**

2) Pre-Installation Planning and Procurement - During the installation planning and procurement period, SunWize will develop the system bill of materials and place purchase orders or stock allocations for equipment and supplies necessary to support the solar photovoltaic system installation.

Consultation with the City of Peoria will occur regularly during the installation period to ensure that any site specific constraints or requirements the site access, truck routing, set-up locations, work hours, safety training and security, or other considerations are identified and incorporated into the installation planning process.

During this period SunWize will also complete any necessary subcontracting arrangements and scheduling. **The deliverable for this period will be a complete set of pre-construction Notice To Proceed submittals, including Installation Plans, a Quality Control Plan, an Environmental Plan, and a Safety Plan (including crane and security plans if applicable). Manufacturer's module flash test data (module power, open circuit voltage and short circuit current) for each module to be used on the project will also be made available before the modules are shipped to the site and prior to installation.**

3) Installation Period- During the installation period, SunWize will ship major components to the site, mobilize its site supervisory and labor crews or subcontractors, and perform the installation pursuant to the specifications and plans developed during the design and installation planning periods. SunWize will maintain control of work at the Site at all times under the direct supervision of its designated Site Supervisor or approved alternate. Neither SunWize employees nor subcontractors will be authorized to work unless either the Site Supervisor or approved alternate is present. The Site Supervisor will be the primary point of contact for the City of Peoria while installation is in progress at the Site. **The deliverable for this period will be a substantially complete, fully operational photovoltaic system ready for third party inspection and commissioning. SunWize will also deliver a punch list to be completed prior to final completion and acceptance of the solar photovoltaic system.**

During the installation period, SunWize will remain in close communication with the City of Peoria, supplying daily logs, shop drawings, inspection and test reports, and updated schedules on an as needed basis. SunWize will coordinate fully with the City of Peoria for any power shut down requirements.

4) Final Inspection, Commissioning, and Acceptance (Closeout) -During the inspection, commissioning, and acceptance period, SunWize will support third party inspection and commissioning of the solar photovoltaic system. SunWize will complete punch list items, including those identified by the third party commissioning agent, and will conduct performance verification testing following startup to confirm that the system is operating as expected. Any apparent deficiencies detected during the performance verification process will be analyzed and corrected as necessary.

C. Peoria's Involvement from Grid-Tie throughout the Life Cycle of the Solar Array

SunEdison's partnership with SunWize combines the strengths of our firms. The installation steps above details the involvement the City of Peoria will have with SunWize during the system design, installation, commissioning, and acceptance phases. SunEdison will interact with the City of Peoria in two main ways. First, during the contract finalization, SunEdison's financial and legal teams will help the City craft a PPA amenable to all parties, including financiers. Second, their robust operations and maintenance teams will provide ongoing monitoring, maintenance, and billing services to the City.

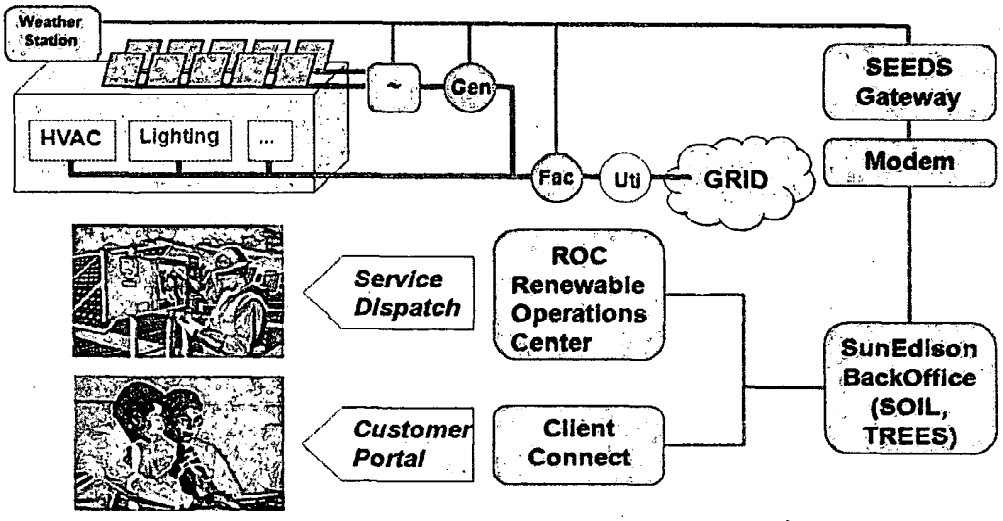
D. Monitoring Capabilities and Experience Monitoring Solar Electric Generating Systems

SunEdison's global experience and sheer volume of solar energy systems has resulted in vast experience with operating and monitoring over 600 PV systems around the world. While preventative maintenance reduces outage rates, they understand that any PV system can experience outages and performance degradations due to many factors, including disturbances in the utility grid, equipment failure, and soiling, among others. Effective monitoring enables fast dispatch of service crews to minimize production losses and maximize solar savings. Unlike other solar energy providers who rely on off-the-shelf monitoring solutions, SunEdison has developed unique technology, infrastructure, and processes for solar monitoring and service response.

The City of Peoria's PV system will be equipped with revenue-grade meters that meet and exceed the accuracy requirements of every solar program and public utility commission in the US. SunWize will also install a revenue-grade facility meter to measure net energy usage at the facility interconnection so they can measure the overall energy usage of your facility and calculate your solar savings.

The SunEdison Energy and Environmental Data System (SEEDS) gateway collects information from both generation and facility meters. It is also connected to the PV inverter(s) and one or several weather station(s) measuring irradiance, ambient temperature and PV module temperature. The monitoring information is sent every 15 minutes to the SunEdison Renewable Operations Center (ROC), where their staff monitors the performance of every site in the SunEdison PV fleet around the clock.

In case of an outage or unexpected performance degradation, their staff will diagnose and qualify the problem remotely and if on-site maintenance is needed they will create a service ticket to quickly dispatch a service crew. With a nearby regional office, SunEdison has an unmatched ability to address issues in an expeditious manner.

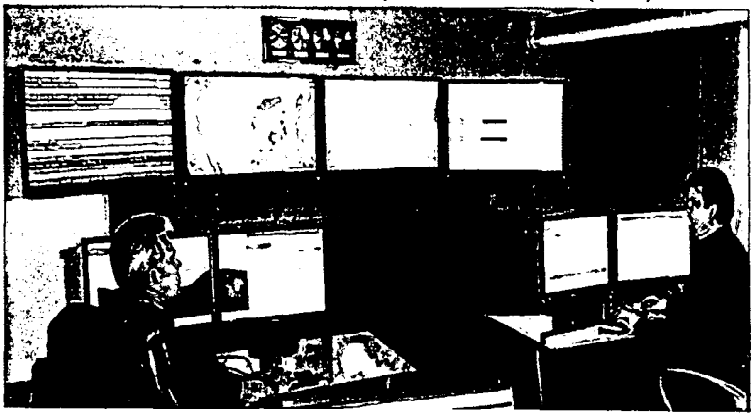


E. Capabilities and Experience in Maintaining Solar Electric Generating Systems

SunEdison currently operates and maintains over **600 solar energy systems** around the world. These include SunEdison's own fleet, as well as other systems.

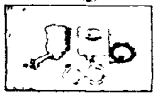
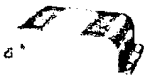
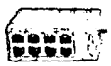
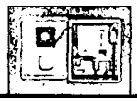
Operations and Maintenance- From robust monitoring equipment, to regular preventative maintenance and 24-hour remote monitoring, SunEdison's complete operations and maintenance services offer the City of Peoria the most comprehensive maintenance package on the market today.

Renewable Operations Center – 24 Hour Monitoring - The Renewable Operations Center (ROC) is the core of the SunEdison Services operations and maintenance capabilities. Their ROC solar technicians commission new PV systems, monitor active power plants, dispatch and manage service staff, and analyze plant performance – 24 hours a day, 7 days per week. Located in Sacramento, California, ROC staffers detect irregularities early, generate work tickets for a specific system, and notify a nearby service office of the need for maintenance.



SEEDS® ROC staffers rely on SunEdison's proprietary, investor-grade monitoring system, the SunEdison Environmental Data System, or SEEDS®. SEEDS® systems are assembled in our Prescott, Arizona facility. SEEDS® gathers information from the solar generation meter and the included weather station, measuring solar irradiance, ambient temperature, and PV module temperature, among other data points. This robust system permits SunEdison to track the performance of the array in granular detail and detect irregularities early. Below is a chart showing the basic components of the SEEDS® monitoring system.

SunEdison's SEEDS® Monitoring System Components

Image	Component	Function
	SEEDS®gateway	Collect and store data from meters, weather stations, inverters, combiners, trackers, etc.
	Electric meter	Measure energy, power, reactive power, voltage, current, frequency, etc.
	SEEDS® weather station	Measure irradiance, cell temperature, ambient temperature, wind speed, etc.
	Modem	Connect the SEEDS® Gateway to our data center. Cellular, broadband or satellite may be used.
	Ethernet or fiber switch	Enable local communication between all the devices on-site and the SEEDS® Gateway.
	Enclosure	Protect SEEDS® Gateways, modems and switches from the elements.

Preventative Maintenance

In addition to constant, round-the-clock monitoring, SunEdison's preventative maintenance program keeps the solar arrays operating at peak efficiency. The SunEdison preventative maintenance program includes a yearly site quality inspection that assesses over 150 components of the PV system in five functional areas. In addition, their services visits include panel cleanings using biodegradable cleansers and non-abrasive brushes, as well as vegetative abatement as needed. Independent engineers, employed by their lenders, have reported that their systems are generating 106% of expected energy production. This success is attributed to their robust Operations and Maintenance service, which includes the following services:

A table detailing our Site Quality Inspection is below:

- Semi-Annual Cleanings
- Electrical Tune up and Mechanical tune-up
- Response calls for unexpected outages
- Online Service Monitoring for immediate regional service team response
- Online Energy Generation Reporting
- Online Trouble Ticketing Tracking
- Energy pulse tracking (using 15 minute interval data) capabilities for Host and Providers energy tracking purposes and analysis

SunEdison's Maintenance Checklist

Component	*Items Inspected*	*Frequency*
Electrical Systems	Panels, Inverter, System Disconnects, Coupling, Combiners, Junction boxes, Wiring	Bi-annually
Mechanical Infrastructure	Racking, Module Mounting, Inverter Shade Structure, Inverter Pad	Bi-annually
Monitoring System	General Infrastructure, Specific Monitoring Devices, Weather Station	Bi-annually
Metering	General Infrastructure, Specific Components	Bi-annually
General Site Conditions	Cleanliness, Safety, Access	Bi-annually

V. PROPOSAL FOR GREENWAY WATER TREATMENT PLANT

Feasibility & Project Description

A. Project Team Members

SunWize is the lead Proposer and has overall responsibility for preparing this quotation in response to the City of Peoria's RFP. SunWize will serve as the lead for all negotiations and communications with Peoria. Post-award, SunWize will be responsible for engineering, procurement, and construction of the solar project.

SunEdison will provide financing for the project and will be the counterparty that will execute the Power Purchase Agreement with the City of Peoria. SunEdison will also provide the performance guarantees for the project's output. During project operation, SunEdison will be responsible for ongoing operation and maintenance of the project, which will also include system monitoring. As the owner of the proposed system, SunEdison will also be responsible for:

- **Financing**: Establishing the solar financing and to executing the PPA with the City of Peoria.
- **Certification and Operation:** SunEdison will manage the complete renewable power certification process and perform testing to identify baseline use and savings. Sun Edison will also provide operation and maintenance of the project.
- **Monitoring and Maintenance:** Using state-of-the-art, technology, SunEdison will continually monitor and control system performance. When needed, they will deploy certified technicians quickly to keep systems running at optimal levels by providing prudent operation and maintenance practices.

Subcontractor Team Members- SunWize will be the prime contractor, where subcontractors are used they will be under the direct supervision of the SunWize Project Manager. SunWize is proposing to subcontract with 1) Skyline Steel (Skyline) and 2) Lafferty Electric Technologies.

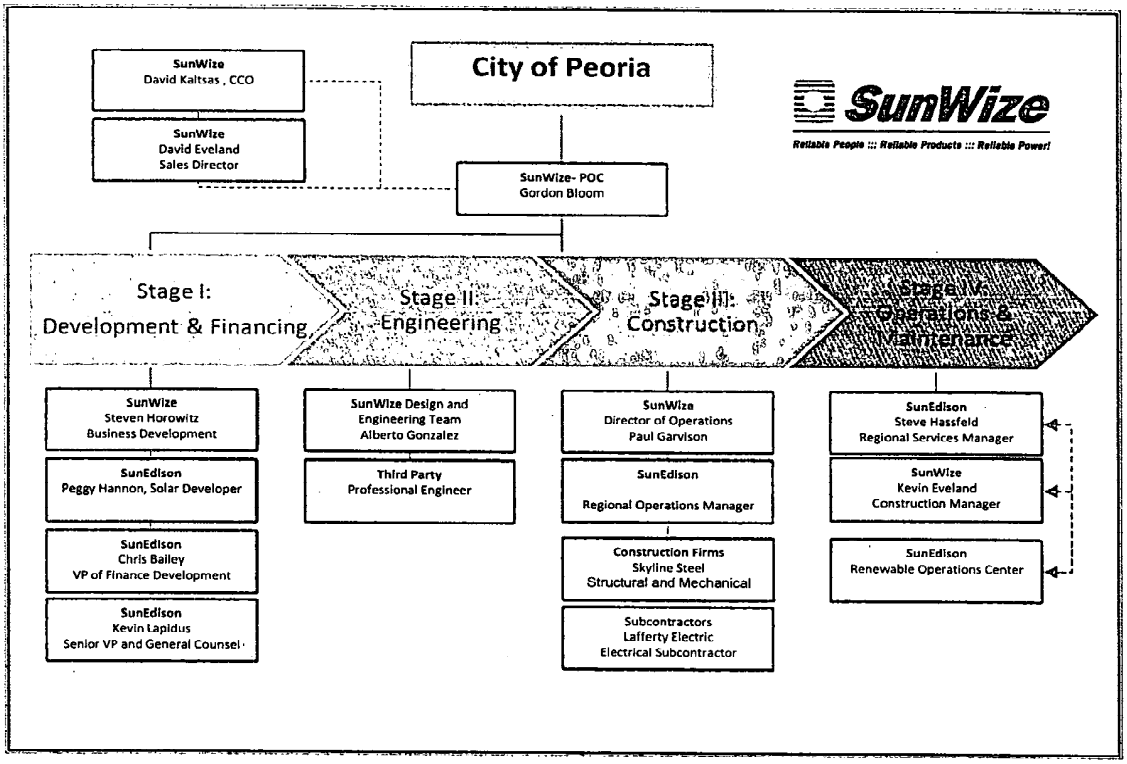
1) Skyline Steel – Structural and Mechanical Subcontractor
Skyline is a highly qualified structural steel and mechanical subcontractor. For the purposes of this project, Skyline will perform the following scope of work.

- Pile driving of single-axis tracker post
- Mechanical assembly of single axis tracker
- Installation of solar modules on trackers

2) Lafferty Electric Technologies- Electrical Subcontractor SunWize anticipates subcontracting electric services to Lafferty Electric Technologies which is one of Arizona's largest Electrial contracting firms. Lafferty Electric has built a highly talented and effective team that assures quality performance from the conception to the completion of every project. Lafferty Electric is a long-standing member and very active participate in the Arizona Builders Alliance. For the purposes of this project, Lafferty will perform the following scope of work.

- Trenching for DC and AC conduit runs
- Installation of DC and AC electrical conduit, raceway, and wiring
- Installation of monitoring system conduit, raceway, and wiring

A team member organization chart is provided below.



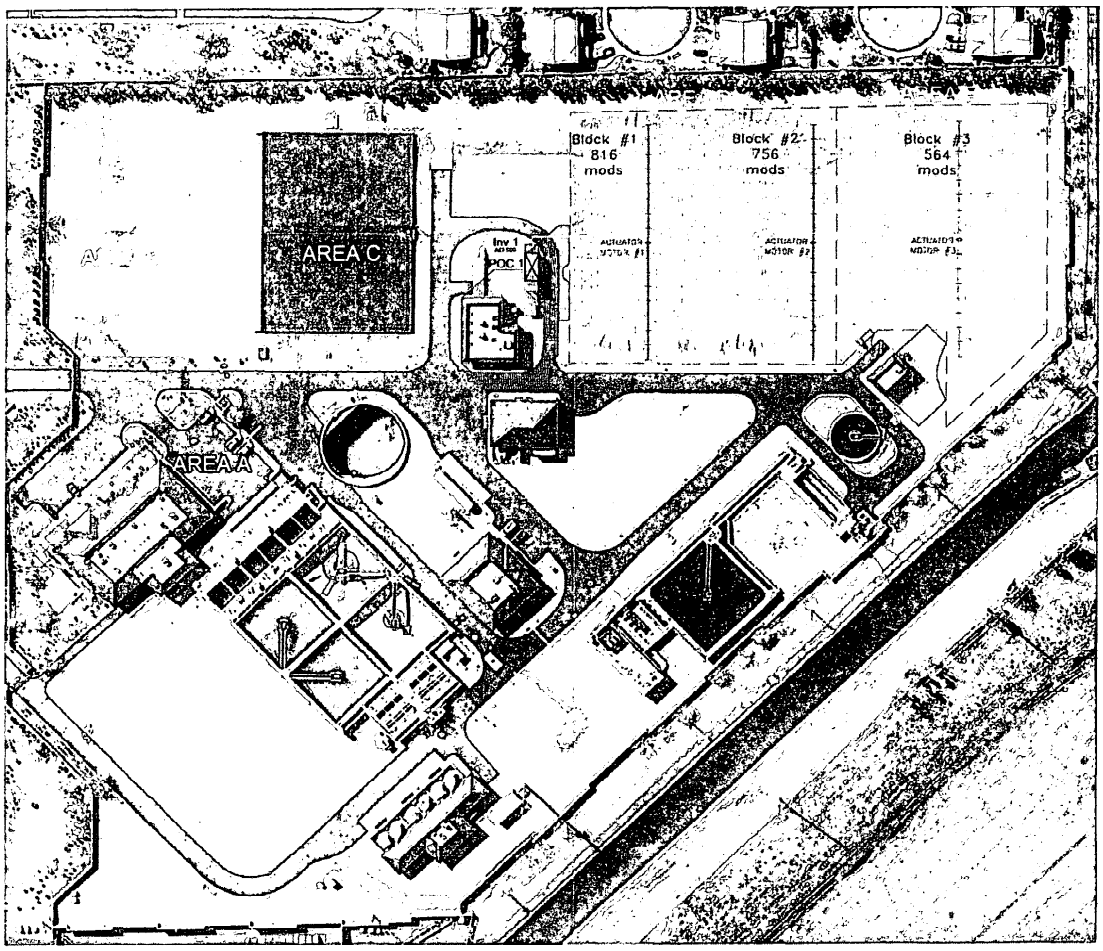
B. System Description

The project team evaluated the Greenway Water Treatment Plant site for solar electric generating system feasibility within the bounds imposed by the requirements in the Salt River Project (SRP) commercial solar incentive program, known as the Earthwise Commercial Solar Electric Program. The SRP Earthwise program requirements states that only Generating Facilities sized between 30 kW-DC and 600 kW-DC are eligible and those customers and their affiliates applying for Incentives for Generating Facilities at multiple locations are limited to 600 kW-DC per Fiscal Year. Due to this SRP limitation, a solar system size just below 600 kW-DC has been proposed for the Greenway site. The SRP Earthwise program currently does not have funding, but it is expected that funding will be allocated within the first half of 2012. In order to provide the best financial return for the City of Peoria, the proposed solar system has been designed to be able to qualify for the SRP incentive program.

Five site areas, labeled Areas A through E, were identified as preferred solar locations by facility personnel. While all 5 areas could be used for solar installations, SunWize determined that the most cost effective solar system within the SRP Earthwise program size limitations would be a ground-mounted single-axis tracking array in Areas D and E. Areas D and E are large enough to fit 600 kW-DC of tracking array and have favorable characteristics for such an array, namely rectangular shape, generally flat ground, and suitable soils. SunWize has proposed a single-axis tracking array, because the additional electrical production produced by a tracking solar array over a fixed tilt array more than offsets the difference in cost. This makes the single-axis tracking array the best in terms of financial return to the City.

C. Layout of Installation and Equipment

Preliminary site layouts an electrical one line diagrams are presented in the following pages.



7300 Greenway Road,
Peoria, AZ 85381.

2136 Crystalline Solar
Modules @ 280w:
Dimension 77.0" x 39.06" x 1.81"
GCR=40%

Block #1 - 816 modules = 228.5 kW
Block #2 - 756 modules = 211.7 kW
Block #3 - 564 modules = 157.9 kW
total 2136 modules = 598.1 kW

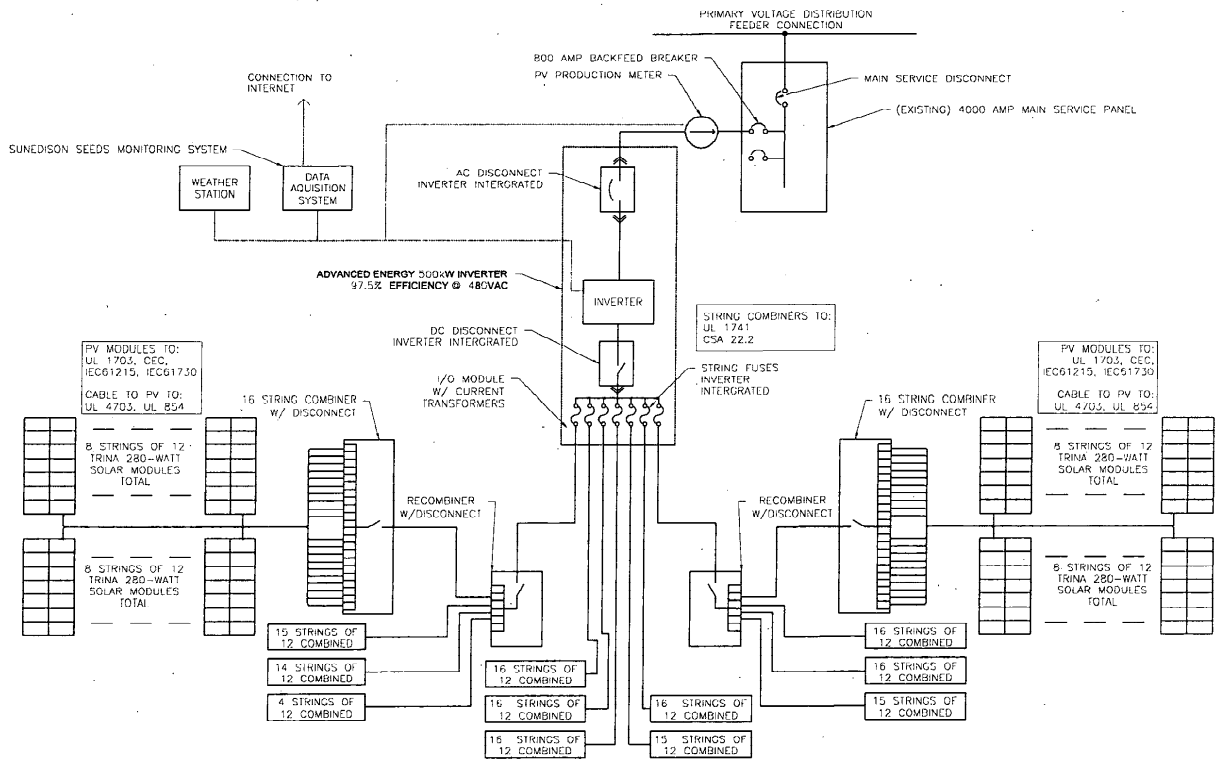
legend

- MODULES
- STRUCTURES
- FIRE SETBACK
- SHADE AREA
- 0 NUMBER OF 16 STRING COMBINERS
- RECOMBINER
- Inv 1 INVERTER
- POC 1 P.O.C. (POINT OF CONNECTION)

0' 50' 100' 200'

PRELIMINARY
NOT FOR CONSTRUCTION

CONFIDENTIAL PROPERTY OF SUNWIZE TECHNOLOGIES
SunWize
FEET
PEORIA, ARIZONA
SOLAR ARRAY
SINGLE AXIS TRACKERS
B
1" = 100' 09-03-12



7300 W Greenway Road,
Peoria, AZ 85381.

PRELIMINARY
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SunWize

SOLAR ARRAY
SINGLE LINE DIAGRAM

B

TAH

02-2-12

1

24

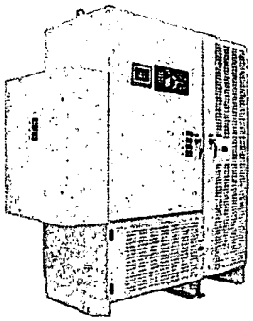
D. Key Equipment Selection

PV Modules - 280 Watt AUO or Trina Solar

To provide the City of Peoria with high quality photovoltaic modules at the best value, SunWize has chosen to use 280 Watt, multi-crystalline, solar modules manufactured by either Trina Solar or AUO. Both of these manufacturers are reputable, responsible, manufacturers providing bankable PV products. As one of the largest North America customers of these manufacturers, SunWize ensures availability of supply for the Peoria project. While a number of manufacturers offer products based on multi-crystalline PV technology, SunWize chooses these manufacturers for the following reasons:

- Consistently top-ranked PV module performance
- Global leaders in electronics and in the solar manufacturing, with distribution and bank-funded projects installed throughout Europe, China, and the US
- Commitments to strong Quality Assurance and R&D programs and to ownership of patented technology. For example, both manufacturers have built their own in-house reliability testing labs of these same caliber used in internationally recognized, independent testing centers
- Commitments to environmentally sustainable manufacturing practices
- Commitments to post-sale customer service
- Efficient vertically integrated value chains from the production of silicon ingots through the production of the PV modules ensures quality and controls costs
- High production capacity enables these manufacturers to meet varying market demand
- Our strong relationships with these partners enable SunWize to offer these first-tier, high quality, modules at attractive pricing.

AE/Solaron® 500 kW Grid-Tied PV Inverters - UL 1741 Certified



AE/Solaron offers advanced photovoltaic inverters for large, commercial, grid-tied PV installations. With 97.5% CEC and 98.3% peak efficiencies, the Solaron Grid-Tied Inverters offer integrators and independent power produces higher PV system ROI and better BoS optimization. The proposed Solaron inverter is a UL1741 listed utility-interactive, three-phase power conversion system for grid-connected photovoltaic arrays. The Solaron inverter converts direct current (DC) electricity generated by the photovoltaic arrays into usable alternating current (AC) electricity. It uses liquid-cooling technology to keep temperatures more stable inside the inverter, which allows for increased efficiency and eliminates the points of failure by allowing the use of better components in the inverter. The Solaron inverter also uses choke coils instead of transformers which allow for less thermal energy loss and less heat in the unit.

Additionally, the Solaron inverter provides a digital display interface on the front cabinet of the inverter that allows you to view and modify the inverter operating parameters. You can also view and change operating parameters through a web-based interface that is accessible via a secure socket layer (SSL) internet/intranet connection to the Solaron inverter.

Benefits of AEI/Solaron® Grid-Tied PV Inverters

- Increased System ROI and Reduced Balance of System Cost
- Higher Energy Output in various outdoor environments
- Monitor and Control with Flexible Integrated Communicating

Ground-Fault Detection Equipment

As with any electrical system, shock and fire hazards are of paramount concern. It has recently become apparent that the current generation of inverter ground-fault detection schemes used to detect ground-faults in grounded string conductors need improvement to detect conditions of multiple ground faults in the same PV output circuit. With the current detection schemes it is possible that the inverter detection may clear in a multi-fault condition, forcing the return current through the grounded string conductor. When the PV system size exceeds about 75 kW, the potential exists for the faulted string conductor to overheat and potentially ignite the conductor insulation. The Advanced Energy Solaron inverters, with its bipolar electrical design, have integrated ground fault detection that is not found in most other competing PV system inverters.

PV Hardware Solar Mounting and Tracking System

SunWize has selected the PV Hardware Axone Single-Axis Tracker. It was designed to be durable, low-maintenance and an ideal solution for the Peoria project. The low-profile design keeps material costs extremely low and makes permitting simple in almost any soil condition or wind zone.

Rotating tube guides allow for grade changes and rapid assembly, minimizing site preparation and labor time. Axone features an actuator by Joyce Dayton and a SIMATIC S7 1200 controller to ensure long-lasting performance. In addition, all materials are hot-dip galvanized to ASTM A123 for a 15-year warranty.

The PV Hardware AXONE single axis tracker is an electromechanical device comprised of various metallic frames set out along a North-South orientation upon which photovoltaic modules are attached. These are joined together longitudinally by a metal tube which is connected to an actuator at one end of the assembly which provides East-West movement and allows sun-tracking. The maximum obtainable angle is +/- 45º which considerably improves production in comparison with a fixed structure system.

Single axis sun-tracking is undertaken by means of an astronomical program, by which the incorporated programmable logic controller (PLC) takes charge of activating the actuator, ensuring the optimum tilt in relation to the sun throughout the entire day. In this way production is increased by between 15-20% in comparison with a conventional, fixed structure system.

The system is programmed by means of a backtracking function which permits improved production during the first hours of morning and the last hours of evening as the system detects that a row causes shadowing to the row behind and corrects the tilt angle to avoid self-shading. All these built-in features make it easy to see why SunWize chose Axone for the City of Peoria's project.

Equipment Warranties

Table of Equipment Warranties

Warranty Item	*Warranty Length*
Trina 280W Module	25 Year Linear Power
AE Solaron 500 Inverters-	10 Year – Extended
PV Hardware Trackers	15 Year

E Structural Specifications

Structural Steel

1. Steel Grades:

   WF- Wide Flange.....ASTM A992 Gr. 50

   HSS/Tube Shapes.....ASTM A500 Gr. B (46 ksi)

   Pipe.....ASTM A53 Gr. B (35 ksi)

   Panel Support Strut.....ASTM A792 Gr. 50 (50 ksi)

   All other Structural Steel/Plate.....ASTM A-36

   Bolts.....ASTM A307 or equal

   High Strength Bolts.....ASTM A325 or equal (where noted)

All Structural Steel (except Stainless Steel) shall be hot dipped galvanized per ASTM A123 UNO

Concrete Construction

1. Concrete shall be hard rock concrete and meet the following requirements:

	Min. Strength 28 Days PSI	Max Aggregate Size-Inches	Max Water to Cement Ratio	Minimum Cement Sacks, C.Y.
Structural Foundations	5,000	1"x#4	0.40	5.0

2. Concrete mix design and testing shall meet the requirements of Section 1903, 1905 and 1704 of the 2009 IBC, and these specifications. Cement to be in accordance with ASTM C-150 Type II. Aggregate to meet ASTM C-33.

Cold Formed Metal Framing

1. Metal Framing to be manufactured by current members of the Steel Stud Manufacturer's Association per ICC-ES ER-4943P or equivalent - submit manufacturer's information evaluation report for Engineer's evaluation of any substitute.
2. All galvanized studs and joists shall be formed from steel that corresponds to the minimum requirements of the 2001 A.I.S.I. standards (with 2004 supplements).
3. All structural members shall be designed in accordance with the American Iron and Steel Institute (AISI) "Specifications for the Design of Cold-Formed Steel Structural Members" latest edition.
4. Fastening of components shall be with through bolts, self-drilling screws, or welding. Screws, or welds, not shown shall be of sufficient size to insure the strength of the connection. Wire tying of components shall not be permitted.
5. Sheet metal screw (SMS) minimum edge distance and spacing is 1" in all members.

C General Notes

1. The photovoltaic design excludes wind-borne debris. Damage to the panels and/or structural system due to flying debris is not covered by the system's warranty and ZFA shall not be held liable for any direct or indirect costs.
2. ZFA has not reviewed or advised on the owner's operating procedures or solar panel design and shall not be held responsible for any lack of production from the solar array.
3. Drawings shall NOT be scaled. All dimensions and fit shall be determined and verified by the contractor prior to commencing any work.

D Foundation Notes

1. Geotechnical Report by:

   Carollo Engineers
   3877 North 7th Street
   Suite 400
   Phoenix, AZ 85014

   Dated: May 11, 1998
   File No. 7-117-000406

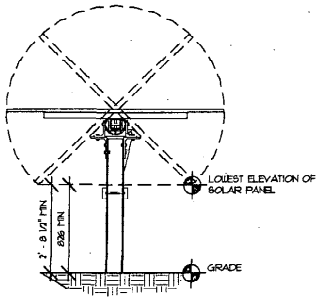
2. See Geotechnical Report for pile recommendations and requirements.
3. Casing shall be required where sloughing occurs during foundation installation.
4. Concrete placement for pier foundations shall occur the same day as excavation.
5. Basis for foundation design: 2009 IBC. The use of a structural fill material with the steel pile is designed to provide equivalency with the performance intent of the design code.

A Scope

Demonstrate the site specific layout and assembly of Arcons single axis tracker system. Provide pile foundation details for specific site applications.

B Design Criteria

Design Code:	2009 IBC
Wind Data	Basic wind speed (3 sec gust) in mph: 90 mph Wind importance factor, I: 0.87 Wind exposure: C Gust Effect Factor: 0.85
Earthquake Data	Seismic Importance Factor: 1 Occupancy category: I Mapped spectral response accelerations: Ss = 0.188 ; S1 = 0.062 Site class: D Spectral response coefficients: SDS = 0.201 ; SD1 = 0.099 Seismic design category: B Design base shear: 0.87 kips Seismic response coefficient(s), Cs = 0.03 Analysis procedure: Equivalent Lateral Force
Snow Load:	Ground Snow Load: 0 psf
General:	The system and its components have been designed for a 25-year structural service life.
Panel/Posts Info:	Panel Type = Trina 280 Panel Dims = 992mm x 1956mm GCR = 40% 457 Posts total: 238 Retention Pond Posts, 32 Exterior Row Posts, & 227 Interior Row Posts 3 arrays, 17 rows per array 22 panels max each side of drive 2182 modules total 2152 modules x 280W = 610.36kW TOTAL



Ground Clearance Diagram

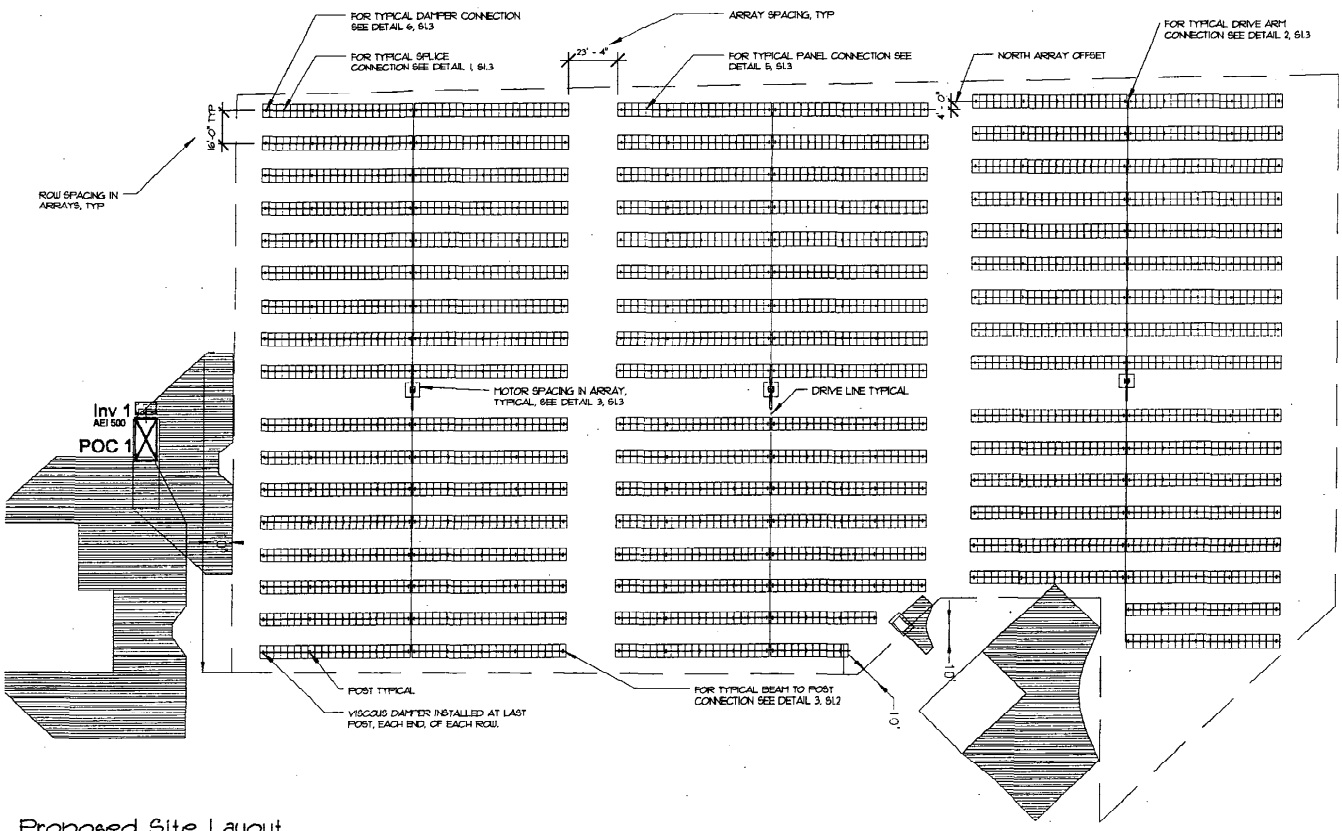
NOT FOR CONSTRUCTION

ZFA Structural Engineers
100 Bush Street, Suite 1850
San Francisco, CA 94104
Job No. 12017.01
www.ZFA.com
Ph. (415) 243-4091

PVHARDWARE
SOLAR MOUNTING AND TRACKING SYSTEMS
www.PVHardware.com
Contact: Sean DuFosee
916.642.5640
email: sean@pvhardware.com

PROJECT	SHEET DESCRIPTION	SHEET
Greenway PV Plant Peoria, AZ	DRWN: SKO CHKD: RSB DATE: 2012.02.06	General Notes **S0.1**

SunWize
Power Systems Engineering



Proposed Site Layout

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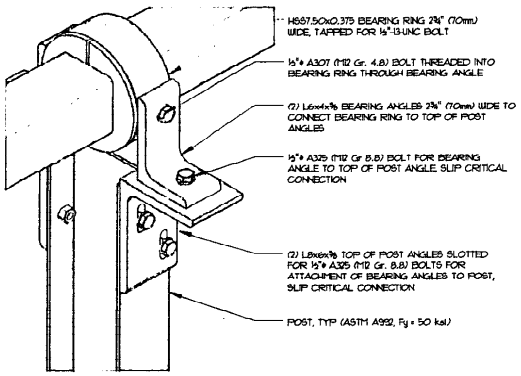
ZFA Structural Engineers
100 Bush Street, Suite 1850
San Francisco, CA 94104
Job No. 12017.01
www.ZFA.com
Ph. (415) 243-4091

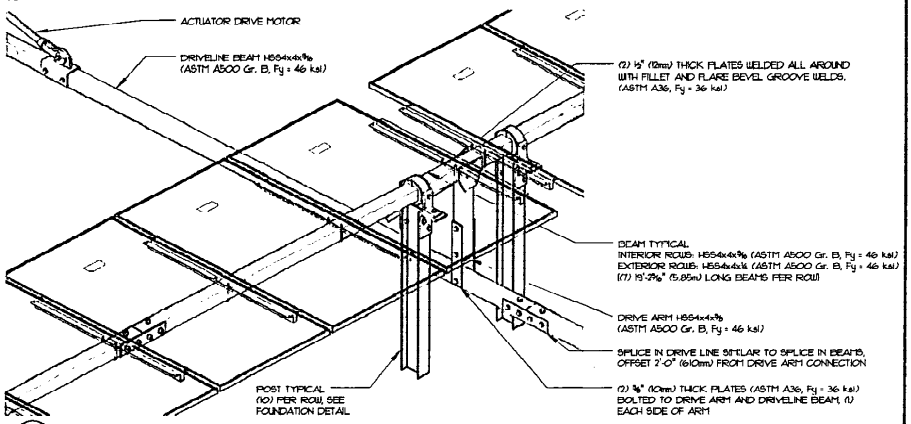
PVHARDWARE
www.PVHardware.com
Contact: Sean DuFosee
916.642.5640
email: sean@pvhardware.com

PROJECT	SHEET DESCRIPTION	SHEET
Greenway PV Plant Peoria, AZ	DRWN: SKO CHKD: RSB DATE: 2012.02.06	Proposed Site Layout **S1.1**

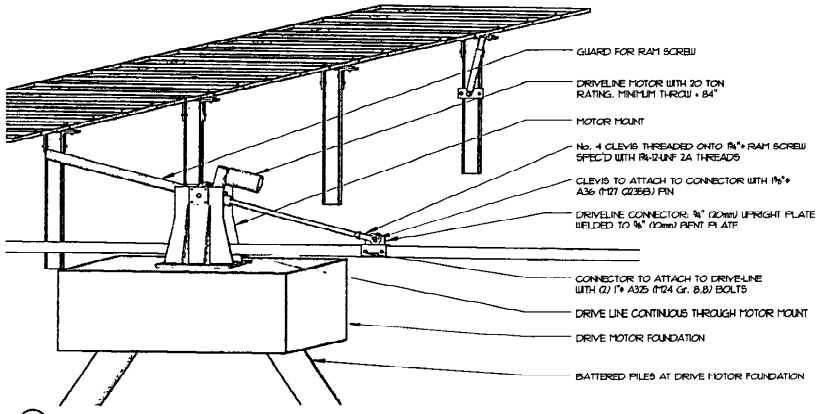
SunWize Power Electric Solutions



3 Typical Beam to Post Connection



1 Typical Members



2 Drive Motor Configuration

NOT FOR CONSTRUCTION

ZFA Structural Engineers
100 Bush Street, Suite 1850
San Francisco, CA 94104
Job No. 12017.01
www.ZFA.com
Ph. (415) 243-4091

www.PVHardware.com
Contact: Sean DuFosee
916.642.5640
email: sean@pvhardware.com

PROJECT	SHEET DESCRIPTION	SHEET
Greenway PV Plant Peoria, AZ	DRWN: SKO CHKD: RSB DATE: 2012.02.06	System Details S1.2

SunWize Solar Electric Solutions

E. Safety Concerns

SunWize has a comprehensive safety program and, as general contractor on the construction project, SunWize would be responsible for ensuring safe work practices throughout the construction of the project. A detailed, project-specific safety plan would be prepared and approved prior to the start of construction work. There are a number of safety considerations that need to be planned for during this type of construction work, including but not limited to, electrical safety-lockout/tagout, trenching, power equipment operation, forklift operation, and driver safety.

Safe operation of the system is an important consideration for electrical, mechanical and structural design of the solar system. The system will be designed with ground fault detection over the entire solar array wiring. The system will be designed to shutoff automatically if a number of fault conditions are detected, such as over-current, under-voltage, frequency deviation, etc. The PV Hardware tracker is designed to protect the array from high winds. The standard assembly is designed to withstand wind speeds of up to 90 mph. Once wind speeds of 35 mph are registered, the system enters a state of pre-alert and when the maximum speed is reached the array places itself horizontally in the stow, or safety, position.

F. Ease of Maintenance

The City of Peoria solar system was designed easy accessibility and maintenance. There are drive isles, located around the parameter of all three blocks and down the center of the blocks where the motor actuators are located allowing for easy access. The maximum height of the solar array is 8 feet in area E and 11 feet in Area D to allow for easy access for all equipment maintenance and cleaning. Once the system has been installed, started up, commissioned and accepted, it is designed for unattended operation. No operator action is required to support normal operation. In the event of a power failure, the system is designed to automatically shut down, for safety reasons. Inspection and maintenance is will be performed by SunEdison on a bi-annual basis.

G. Integration of System with Other Power Sources

The proposed solar electric generating system will be interconnected to the facility's electrical system and to the utility grid in accordance with all relevant national and local standards including UL 1741. The system will operate automatically in sync with the grid and other power sources feeding the facility. As required by the RFP, the solar system monitoring equipment will be integrated into the City's SCADA and/ or Energy Management System.

H. Controls, Monitors and Instrumentation

To control and monitor the City of Peoria's solar system the SunEdison's proprietary, investor-grade monitoring system, the SunEdison Environmental Data System, or SEEDS® will be installed. SEEDS® gathers information from the solar generation meter and the included weather station, measuring solar irradiance, ambient temperature, and PV module temperature, among other data points. This robust system permits SunEdison to track the performance of the array in granular detail and detect irregularities early. Below is a chart showing the basic instrumentation and components of the SEEDS® monitoring system.

SunEdison's SEEDS® Monitoring System Components

SunEdison's SEEDS® Monitoring System Components

Image	Component	Function
	SEEDS®gateway	Collect and store data from meters, weather stations, inverters, combiners, trackers, etc.
	Electric meter	Measure energy, power, reactive power, voltage, current, frequency, etc.
	SEEDS® weather station	Measure irradiance, cell temperature, ambient temperature, wind speed, etc.
	Modem	Connect the SEEDS® Gateway to our data center. Cellular, broadband or satellite may be used.
	Ethernet or fiber switch	Enable local communication between all the devices on-site and the SEEDS® Gateway.
	Enclosure	Protect SEEDS® Gateways, modems and switches from the elements.

I. System Performance Monitoring Strategy

SunEdison's global experience and sheer volume of solar energy systems has resulted in vast experience with operating and monitoring PV systems. While preventative maintenance reduces outage rates, they realize that any PV system experiences outages and performance degradations due to many factors, including disturbances in the utility grid, equipment failure, and soiling, among others. Effective monitoring enables fast dispatch of service crews to minimize production losses and maximize solar savings. Unlike other solar energy providers who rely on off-the-shelf monitoring solutions, SunEdison has developed unique technology, infrastructure, and processes for solar monitoring and service response.

Each PV system is equipped with revenue-grade meters that meet and exceed the accuracy requirements of every solar program and public utility commission in the US. We also install a revenue-grade facility meter to measure net energy usage at the facility interconnection so they can measure the overall energy usage of your facility and calculate your solar savings.

The SunEdison Energy and Environmental Data System (SEEDS) gateway collects information from both generation and facility meters. It is also connected to the PV inverter(s) and one or several weather station(s) measuring irradiance, ambient temperature and PV module temperature. The monitoring information is sent every 15 minutes to the SunEdison Renewable Operations Center (ROC), where their staff monitors the performance of every site in the SunEdison PV fleet around the clock.

In case of an outage or unexpected performance degradation, their staff will diagnose and qualify the problem remotely and if on-site maintenance is needed they will create a service ticket to quickly dispatch a service crew. With a nearby regional office, SunEdison has an unmatched ability to address issues in an expeditious manner.

J. System Warranties

Warranty services will be provided through SunEdison. As the owner/operator of the system, SunEdison maintains full responsibility for warranties and warrants the system for the life of the contract. Modules usually carry a manufacturer's warranty of 25 years, while we purchase extended warranties for the inverters to cover the SRP rebate requirements.

K. Visual Harmony

The proposed solar generating system will be designed with appropriate consideration given to visual harmony with the site and surrounding neighborhoods. The proposed single-axis tracking ground array will be built with generous setbacks from the property lines. The single-axis tracking array will have a reasonably low profile - the maximum height of the modules and tracker racking will be approximately 8 feet above the ground surface at AREA E. The tall trees along the west and north property lines coupled with the setback and low overall height of the solar array will minimize the visual impact of the proposed solar system.

VI. PEORIA'S RESPONSIBILITIES

Under a SunWize solar project and SunEdison PPA, the City of Peoria bears few responsibilities; indeed, that is one of the most attractive features of this transaction type. Our requests to the City of Peoria are minimal. We ask that the City be a good faith partner in contract negotiations and signing; we ask that the City grant access to construction crews and service operations as needed; and that the City make timely energy payments. We hope you'll agree these are very minor requirements, easily met by the City.

VII. FINANCING AND BILLING PLAN

Below is a 20-year price evaluation summary of the proposed solar project. The analysis has been prepared for 3 different escalation factor scenarios for future electric rates: low (2.0% annual escalation), medium (4.0% annual escalation), and high (6.0% annual escalation).

Estimated Cost of Energy Savings and Generation Tables

Low Utility Rate Escalation (2.0% per year)

System Size: 598.1 kW DC				
PPA Year	Utility Rate ($/kWh)	PPA Rate ($/kWh)	Production Output (kWh)	Yearly Electricity Savings ($)
1	$0.0825	$0.0650	1,219,198	$21,293.19
2	$0.0841	$0.0666	1,213,102	$21,216.20
3	$0.0858	$0.0683	1,207,036	$21,130.23
4	$0.0875	$0.0700	1,201,001	$21,034.98
5	$0.0893	$0.0717	1,194,996	$20,930.17
6	$0.0910	$0.0735	1,189,021	$20,815.48
7	$0.0929	$0.0754	1,183,076	$20,690.60
8	$0.0947	$0.0773	1,177,161	$20,555.22
9	$0.0966	$0.0792	1,171,275	$20,409.00
10	$0.0986	$0.0812	1,165,419	$20,251.61
11	$0.1005	$0.0832	1,159,592	$20,082.71
12	$0.1025	$0.0853	1,153,794	$19,901.93
13	$0.1046	$0.0874	1,148,025	$19,708.92
14	$0.1067	$0.0896	1,142,285	$19,503.30
15	$0.1088	$0.0918	1,136,573	$19,284.70
16	$0.1110	$0.0941	1,130,890	$19,052.71
17	$0.1132	$0.0965	1,125,236	$18,806.95
18	$0.1155	$0.0989	1,119,610	$18,547.01
19	$0.1178	$0.1014	1,114,012	$18,272.45
20	$0.1201	$0.1039	1,108,441	$17,982.85
			Total	**$399,470.19**
			Net Present Value	**$200,131.28**

Medium Utility Rate Escalation (4.0% per year)

System Size: 598.1 kW DC				
PPA Year	Utility Rate ($/kWh)	PPA Rate ($/kWh)	Production Output (kWh)	Yearly Electricity Savings ($)
1	$0.0825	$0.0650	1,219,198	$21,293.19
2	$0.0858	$0.0666	1,213,102	$23,216.97
3	$0.0892	$0.0683	1,207,036	$25,231.20
4	$0.0928	$0.0700	1,201,001	$27,339.50
5	$0.0965	$0.0717	1,194,996	$29,545.62
6	$0.1003	$0.0735	1,189,021	$31,853.46
7	$0.1043	$0.0754	1,183,076	$34,267.04
8	$0.1085	$0.0773	1,177,161	$36,790.55
9	$0.1129	$0.0792	1,171,275	$39,428.33
10	$0.1174	$0.0812	1,165,419	$42,184.88
11	$0.1221	$0.0832	1,159,592	$45,064.89
12	$0.1270	$0.0853	1,153,794	$48,073.17
13	$0.1320	$0.0874	1,148,025	$51,214.77
14	$0.1373	$0.0896	1,142,285	$54,494.88
15	$0.1428	$0.0918	1,136,573	$57,918.91
16	$0.1485	$0.0941	1,130,890	$61,492.46
17	$0.1545	$0.0965	1,125,236	$65,221.34
18	$0.1606	$0.0989	1,119,610	$69,111.55
19	$0.1671	$0.1014	1,114,012	$73,169.36
20	$0.1737	$0.1039	1,108,441	$77,401.22
			Total	**$914,313.29**
			Net Present Value	**$379,555.23**

High Utility Rate Escalation (6.0% per year)

System Size: 598.1 kW DC				
PPA Year	Utility Rate ($/kWh)	PPA Rate ($/kWh)	Production Output (kWh)	Yearly Electricity Savings ($)
1	$0.0825	$0.0650	1,219,198	$21,293.19
2	$0.0874	$0.0666	1,213,102	$25,217.73
3	$0.0927	$0.0683	1,207,036	$29,411.80
4	$0.0982	$0.0700	1,201,001	$33,891.23
5	$0.1041	$0.0717	1,194,996	$38,672.73
6	$0.1104	$0.0735	1,189,021	$43,773.97
7	$0.1170	$0.0754	1,183,076	$49,213.59
8	$0.1240	$0.0773	1,177,161	$55,011.28
9	$0.1314	$0.0792	1,171,275	$61,187.83
10	$0.1393	$0.0812	1,165,419	$67,765.18
11	$0.1477	$0.0832	1,159,592	$74,766.53
12	$0.1565	$0.0853	1,153,794	$82,216.33
13	$0.1659	$0.0874	1,148,025	$90,140.41
14	$0.1759	$0.0896	1,142,285	$98,566.05
15	$0.1864	$0.0918	1,136,573	$107,522.03
16	$0.1976	$0.0941	1,130,890	$117,038.75
17	$0.2095	$0.0965	1,125,236	$127,148.29
18	$0.2221	$0.0989	1,119,610	$137,884.50
19	$0.2354	$0.1014	1,114,012	$149,283.14
20	$0.2495	$0.1039	1,108,441	$161,381.92
			Total	**$1,571,386.47**
			Net Present Value	**$601,494.45**

Financing and Billing Plan Assumptions

1. Length of Power Purchase Agreement (PPA): 20 Years
2. Utility Electricity Rate ($/kWh): The current utility rate charged to the City of Peroia by SRP.
3. PPA Rate ($/kWh): The rate at which the City of Peoria agrees to pays for electricity through the PPA.
4. Prodcution Output (kWh): The amount of electricity (kWh) purchased through each PPA year.
5. Discount Rate: A nominal discount rate of 8% will be used in the Net Present Value calculation.
6. Utility Escalation: Estimated at low 2.0% med. 4.0% & high 6% per year
7. SunWize/SunEdison PPA Rate Escalation: Set at 2.5% per year.
8. Degradation Factor: 0.5% per year has been applied to Production Output.

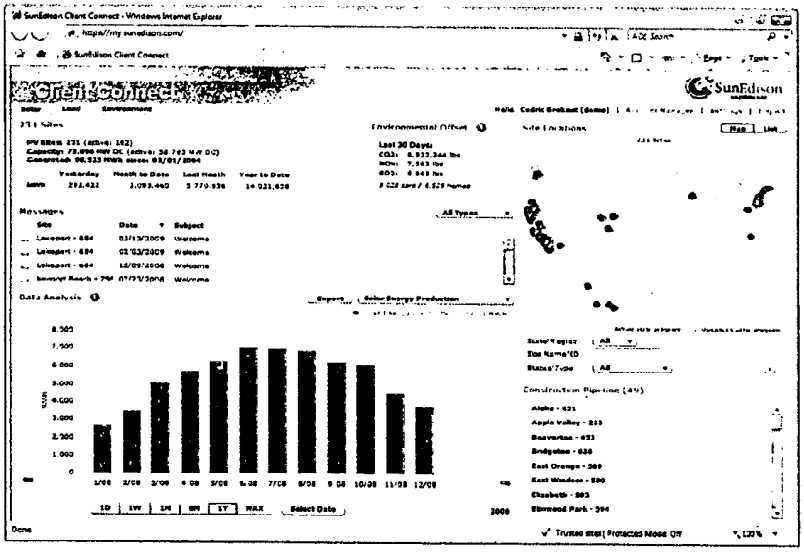
Method to Document the Solar Electric Generating System Output

SunEdison's proprietary SEEDS (as detailed in prior sections) system meets or exceeds all of the City of Peoria's criteria for system energy monitoring. In addition, the SEEDS equipment not only tracks the output from the solar energy system, it will also monitor the entire location's electric consumption.

Preferred Method for the Sharing of Billing Data: SunEdison distributes its monthly invoices via Client Connect system, which is described below.

Client Connect is SunEdison's secure online monitoring portal, which offers a user-friendly and powerful way for their customers to track energy costs and savings, access solar production, environmental offsets data, and measure facility energy usage. SunEdison's Client Connect web portal would offer City of Peoria a gateway to a plethora of information regarding SunEdison's solar array and system, from average module temperature to pounds of carbon dioxide avoided. With Client Connect, customers have online access to current and past solar energy bills in PDF format, and accounts payable contacts receive email notification of new invoices, with a link to the portal for quick access.

The City of Peoria will be able to view the output of the system and chart how the energy affects the City's bill, environment, and power consumption. This information can be viewed for a specific day (including up-to-date figures on the current day), or broken out weekly, monthly, and/or yearly, and can all be exported to a spreadsheet for further analysis if desired. Perhaps the most valuable piece of the Client Connect system is the ability to view and download solar energy bills via the web, meaning the information is available whenever the City of Peoria chooses to access it. The City of Peoria will be able to view and download its SunEdison solar energy bills online, as demonstrated by this sample snapshot:



The SunEdison Client Connect System can be configured to accommodate the following, in addition to weather data.

- Maximum solar generation output in KW (AC)
- Total kWh (AC) generated
- Total kWh (AC) sold to the Municipality
- Price in $/kWh for the month
- Amount due for solar electricity sold to the municipality within the billing period
- Total Bill

Available Rebates and Incentives

The pricing in this proposal is contingent upon certain subsidies and credits. The pricing provided herein assumes the following incentives remain in effect at the time the proposed systems are activated:

Federal Investment Tax Credit (ITC). The ITC permits system owners to recapture 30% of the project value either as a tax credit or as a cash grant. This program remains in effect through 2016. Given SunEdison's strong financing capabilities, we are not dependent upon receiving the cash grant. We partner regularly with financiers able to monetize the tax credits, ensuring the City of Peoria of a strong financial partner in SunEdison.

Modified Accelerated Cost Recovery System (MACRS). MACRS is another significant incentive for solar energy. It allows system owners to depreciate the value of the solar asset over five years, instead of over the twenty- year contract term, thereby providing a significant economic boost.

Local incentives SRP EARTHWISE COMMERCIAL SOLAR ELECTRIC PROGRAM maintains an incentive program for solar energy systems. **The pricing is contingent upon receiving an incentive from SRP for $0.08/kWh generated.**

Full utilization of all these incentives will allow SunWize and SunEdision to deliver the projects as proposed.

VIII. DESIGN AND ENGINEERING

The design and engineering of the proposed solar electric generating system for the facility considered the facility's electrical demand, the constraints of the SRP Earthwise incentive program, the space limitations of the site, and the installation cost and electrical production for the primary system options, which are the following:

- Single-axis tracking ground array
- Fixed tilt ground array
- Roof mount on the water storage tank
- Carport mount over the parking lots

The 600 kW-DC limit imposed by the SRP incentive program is one of the key factors in determining the optimum solar system design for the facility. A 600 kW-DC single axis tracking array will just fit within the open area in Areas D and E. SunWize has determined that a single-axis tracking array has the lowest

overall cost per kWh of energy produced and therefore will provide the best financial return for the City.

System Electrical Design

The single-axis tracking ground mounted PV array as proposed will be connected to one 500 kW Advanced Energy Solaron inverter to be located in the near the existing main electrical switchgear south of the proposed solar array. The DC wiring from the solar array will be collected in combiner boxes and recombiner boxes and then routed in a direct path to the inverter. No conduit will be buried in the collection pond area. The inverter will convert the DC input power to 480-volts AC power. The AC output will then be routed the short distance from the inverter to the existing 4000-amp main switchgear. The PV system will be interconnected through a backfed breaker in the switchgear. The DC and AC wiring will be sized larger than minimum code requirements where needed to minimize the voltage drop losses from the system.

Electrical Design Standard

This proposal based on National Electric Code (NEC) requirements for electrical conduits, raceways, and fittings. The SunWize proposal is based on a design using raceway or Electrical Metallic Tubing (EMT) for solar module string wiring, PVC or HDPE conduit for underground wiring from combiner boxes and recombiner boxes, and Galvanized Rigid Conduit (GRC) for exterior locations subject to physical damage such as exposed risers from underground conduits. Electrical Metallic Tubing (EMT) is specified for all data and communications wiring, except for underground wiring which is placed in PVC or HDPE conduit.

IX. CONSTRUCTION & IMPLEMENTATION

Permits Requirements

SunWize will be responsible to secure all permits and has included permit costs in the proposal including 1) City Building permit, 2) City Electrial and 3) interconnection authorization with the Salt River Project Utility.

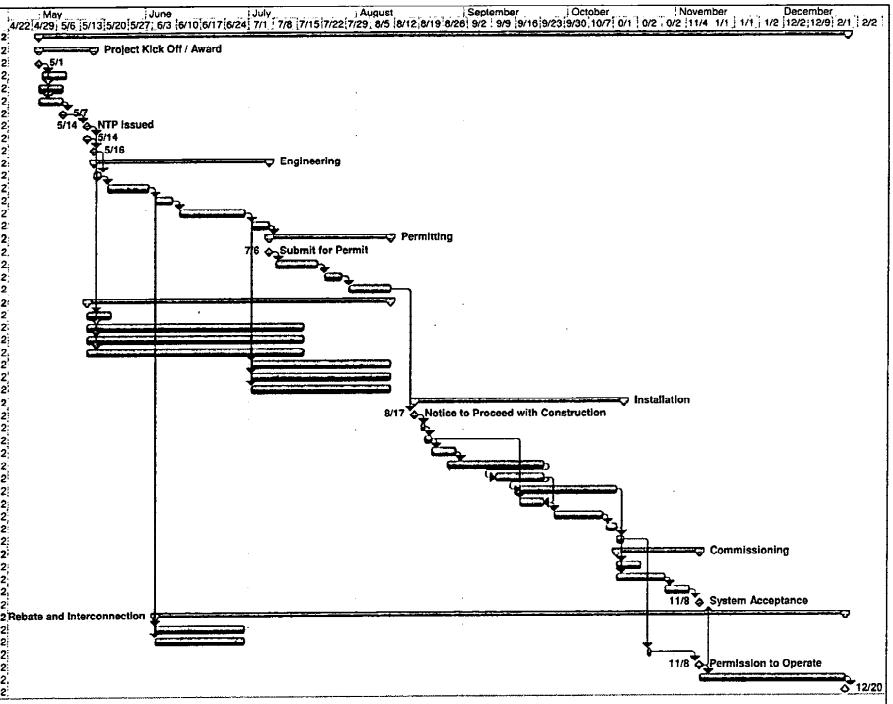
Integration of the project into the City's SCADA

The proposed solar electric generating system will be interconnected to the facility's electrical system and to the utility grid in accordance with all relevant national and local standards including UL 1741. The system will operate automatically in sync with the grid and other power sources feeding the facility. As required by the RFP, the solar system monitoring equipment will be integrated into the City's SCADA and/ or Energy Management System.

Project Schedule

The preliminary project schedule detailing the key milestones is provided on the following page. Note, this is a preliminary schedule and is subject to change based on final system design and the Notice to Proceed date.

ID	Task Name	Duration	Start	Finish
1	**CITY OF PEORIA**	**167.5 days**	**Tue 5/1/12**	**Thu 12/20/12**
2	**Project Kick Off / Award**	**12 days**	**Tue 5/1/12**	**Wed 5/16/12**
3	Notice of Award	0 days	Tue 5/1/12	Tue 5/1/12
4	Secure PPA Financing	5 days	Wed 5/2/12	Tue 5/8/12
5	Submit Performance and Payment Bonds	5 days	Tue 5/1/12	Mon 5/7/12
6	Submit Certificates of Insurance	5 days	Tue 5/1/12	Mon 5/7/12
7	Sign Contracts	0 days	Mon 5/7/12	Mon 5/7/12
8	NTP issued	0 days	Mon 5/14/12	Mon 5/14/12
9	Long Lead Item Submittal	0 days	Mon 5/14/12	Mon 5/14/12
10	Design Kick Off Meeting	0 days	Wed 5/16/12	Wed 5/16/12
11	**Engineering**	**37 days**	**Thu 5/17/12**	**Fri 7/6/12**
12	Site Survey	2 days	Thu 5/17/12	Fri 5/18/12
13	Preliminary Design	10 days	Mon 5/21/12	Fri 6/1/12
14	Design Review By Owner	5 days	Mon 6/4/12	Fri 6/8/12
15	Final Design	15 days	Mon 6/11/12	Fri 6/29/12
16	Design Review by Owner	5 days	Mon 7/2/12	Fri 7/6/12
17	**Permitting**	**25 days**	**Fri 7/6/12**	**Fri 8/10/12**
18	Submit for Permit	0 days	Fri 7/6/12	Fri 7/6/12
19	Plan Check	10 days	Mon 7/9/12	Fri 7/20/12
20	First Round Comments & Corrections	5 days	Mon 7/23/12	Fri 7/27/12
21	Permit Issued	10 days	Mon 7/30/12	Fri 8/10/12
22	**Procurement**	**64 days**	**Tue 5/15/12**	**Fri 8/10/12**
23	Long Lead Items Approved	5 days	Tue 5/15/12	Mon 5/21/12
24	Procure Modules	45 days	Tue 5/15/12	Mon 7/16/12
25	Procure Inverters	45 days	Tue 5/15/12	Mon 7/16/12
26	Procure Trackers	45 days	Tue 5/15/12	Mon 7/16/12
27	Procure DAS	30 days	Mon 7/2/12	Fri 8/10/12
28	Procure Balance of System	30 days	Mon 7/2/12	Fri 8/10/12
29	Hire Subcontractors	30 days	Mon 7/2/12	Fri 8/10/12
30	**Installation**	**42.5 days**	**Fri 8/17/12**	**Wed 10/17/12**
31	Notice to Proceed with Construction	0 days	Fri 8/17/12	Fri 8/17/12
32	Mobilize to the Site	1 day	Mon 8/20/12	Mon 8/20/12
33	Clear and Survey Site	2 days	Tue 8/21/12	Wed 8/22/12
34	Pile Drive Columns	5 days	Thu 8/23/12	Wed 8/29/12
35	Installation of Trackers	20 days	Mon 8/27/12	Mon 9/24/12
36	DC BOS & Conduit Run	10 days	Mon 9/10/12	Mon 9/24/12
37	Installation of Modules	20 days	Mon 9/17/12	Mon 10/15/12
38	Pour Equipment Pads	5 days	Mon 9/17/12	Mon 9/24/12
39	Installation of Inverters and AC BOS	10 days	Thu 9/27/12	Thu 10/11/12
40	Perform Interconnection (Weekend or Off Hours ONLY)	1 day	Fri 10/12/12	Mon 10/15/12
41	Final Inspection	2 days	Mon 10/15/12	Wed 10/17/12
42	**Commissioning**	**18 days**	**Mon 10/15/12**	**Thu 11/8/12**
43	Clean Panels	5 days	Mon 10/15/12	Mon 10/22/12
44	Testing and Commissioning	10 days	Mon 10/15/12	Mon 10/29/12
45	Provide As Builts and Close Out Docs	5 days	Mon 10/29/12	Mon 11/5/12
46	System Acceptance	0 days	Thu 11/8/12	Thu 11/8/12
47	**Rebate and Interconnection**	**143.5 days**	**Mon 6/4/12**	**Thu 12/20/12**
48	Reservation Confirmation	20 days	Mon 6/4/12	Fri 6/29/12
49	Interconnection Application Review	20 days	Mon 6/4/12	Fri 6/29/12
50	Utility Inspection	1 day	Wed 10/24/12	Thu 10/25/12
51	Permission to Operate	0 days	Thu 11/8/12	Thu 11/8/12
52	Submit Incentive Claim	30 days	Thu 11/8/12	Thu 12/20/12
53	Incentive Payments	0 days	Thu 12/20/12	Thu 12/20/12



City of Peoria PPA
Preliminary Schedule

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

- SunWize Technologies -

On-Site Testing/Startup Checklist Program and Quality Assurance Plans

SunWize has nearly two decades of experience as a supplier to the solar installation industry. As such, there is great institutional and individual knowledge concerning the effective control of workmanship and material quality. SunWize adheres to the highest construction standards when assembling and installing solar systems. The quality control process is governed by a series of detailed multi-step checklists for consistent and effective monitoring. Quality control procedures and checklists are employed both in the SunWize warehouse and manufacturing facilities and on the job site. Furthermore, SunWize is able to rely on the testing of both our premier vendors and independent testing facilities to ensure factory products meet the highest quality standards in the industry. A typical SunWize Quality Control Plan will include the following checklists:

1) Project Staff Roles Checklist assigned by the Project Manager

2) Pre-Panelized QC Checklist assigned to the Production Manager.

This document is for inspecting pre-panelized product such as SunLink or Beacon. Record module model, panel quality, serial number, mechanical, electrical & shipping information. The Production Manager signs and dates the form(s). The number of forms equals the number of pre-panelized panels. This will also apply to carport pre-panelization projects

3) Pre-Panelized QC Serial Number Record is assigned to the Production Manager.

This document is for recording the serial number of all pre-panelized systems.

4) Installation QC Checklist is assigned to the Site Superintendent. These are specific to rooftop and carport / ground mount installations

5) Conductor Insulation Megger Test is assigned to the Site Superintendent. This test is performed at the time of installation per the specific installation checklist.

6) Commissioning & Inverter Startup Checklist is assigned to the Site Superintendent and Commissioner. Jointly, these two individuals complete the checklist. These are specific to the inverter manufacturer.

7) Open Circuit Voltage Test is assigned to the Commissioner.

8) *Operating Current and Voltage Test* is assign to the Commissioner. This test is performed prior to Inverter Startup and after the Conductor Insulation Megger Test.

Representative list of quality control checklists are listed below and can be reviewed upon request:	
A. Project Staff Roles	E. Conductor Insulation Megger Test
B. Pre-Panelized QC Checklist	F. Commissioning & Inverter Startup Checklist
C. Pre-Panelized QC Serial Number Record	G. Open Circuit Voltage Test
D. Installation QC Checklist	H. Operating Current and Voltage Test

X. OPERATION AND MAINTENANCE

Operation and Maintenance Chart

SunEdision shall complete all routine operation & maintenance tasks for the 20-year duration of the agreement and shall be responsible for all remote monitoring of the system.

In addition to constant, round-the-clock monitoring, SunEdison's preventative maintenance program keeps the solar arrays operating at peak efficiency. The SunEdison preventative maintenance program includes a yearly site quality inspection that assesses over 150 components of the PV system in five functional areas. Regular panel cleanings using water, biodegradable cleansers and non-abrasive brushes; plant removal for flat rooftop systems; and landscaping for the Peoria ground mounted system. Below is an abbreviated table showing the highlights of the inspections.

Area of Investigation	Number of Items Inspected	Examples of Specific Components	Frequency
Electrical Systems	78	Panels, Inverter, System Disconnects, Coupling, Combiners, Junction boxes, Wiring	Bi-annual
Mechanical Infrastructure	35	Racking, Module Mounting, Inverter Shade Structure, Inverter Pad	Bi-annual
Monitoring System	18	General Infrastructure, Specific Monitoring Devices, Weather Station	Bi-annual
Metering	15	General Infrastructure, Specific Components	Bi-annual
General Site Conditions	6	Cleanliness, Safety, Access	Bi-annual

System and Equipment Warranties

As the owner/operator of the system, SunEdison maintains full responsibility for warranties and warrants the system for the life of the contract. The modules carry a manufacturer's limited 25 year warranty, while we purchase extended warranties for the inverters to cover the SPR rebate requirements.

XI. UTILITY COORDINATION/INTERCONNECTION

SunWize will supply and install the required equipment to interconnect the solar electric generating system to the City of Peoria's Utility distribution system to complete the interconnection process. The interconnection process costs are included in this proposal.

Conditions

The following proposal is contingent on the following conditions.

- Hazmat- SunWize is not responsible for any hazardous materials on the site; therefore, the SunWize quote excludes, but does not limit its exclusions to, identification, testing, excavation, removal, handling, transportation, storage and/or disposal of any hazardous materials existing on the site, whether the existence of these materials is known or unknown.

- The soils are assumed to be suitable for the use of driven pile foundations for the single axis tracker system. The pricing is based on there being no unseen buried impediments that cause refusal during the pile driving process. The pricing excludes costs associated with installing racking posts in any fashion or method other than driving directly into the soil.

- The SunWize proposal explicitly excludes the removal or relocation of any unknown utilities and the removal or relocation of hidden debris. The SunWize quote excludes any additional costs associated with drilling in adverse soil conditions, including but not limited to loose or stiff soils, and does not include a soils report.

- Schedule – SunWize is not responsible for delays in final completion resulting from third party actions, including unavailability of third party inspection/commissioning agents.

- Waiver of consequential damages – The Owner shall waive all claims against SunWize Technologies for special, consequential or incidental damages arising out of or related to this contract.

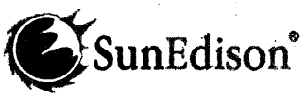
- Limitation of liability – Financial liability of SunWize Technologies in any circumstance shall be limited to the contract price.

- The Pricing in this proposal is contingent upon receipt of incentive from SRP EARTHWISE COMMERCIAL SOLAR ELECTRIC PROGRAM for $0.08/kWh generated.

- For purposes of the construction performance bonds required in the RFP, SunWize's and its surety's obligation under such performance bond shall be void upon final acceptance, payment bonds will also be terminated upon final acceptance unless otherwise extended by mutual agreement.

City of Peoria
3rd Party Solar Electric Generation System
Solicitation Number P12-0006

SunWize Technologies
and
SunEdision



Agenda

1. Introduction
2. Capabilities
3. Team Experience
4. Finance Model
5. Q&A

Winning TOGETHER

SunEdison

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

Introductions

Company	Name	Title
SunWize	Dave Eveland	Sales Director, Sustainable Energy Group
SunWize	Mike Patterson	Manager, Project Management, (SEG)
SunWize	Paul Garvison	Sr. VP, Sustainable Energy Group
SunWize	Kevin Eveland	Construction Manager
SunWize	Alberto Gonzalez	Design Engineer, Sustainable Energy Group
SunWize	Orion Bashkiroff	Project Manager, Sustainable Energy Group
SunEdison	Peggy Hannon	National Sales Manager, Channel Partners
Lafferty Electric	Kent Morgan	Director of Energy Division
Skyline Steel	Rick Dancer	Owner/President
PV Hardware	Mark Shroeder	Director of Construction

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

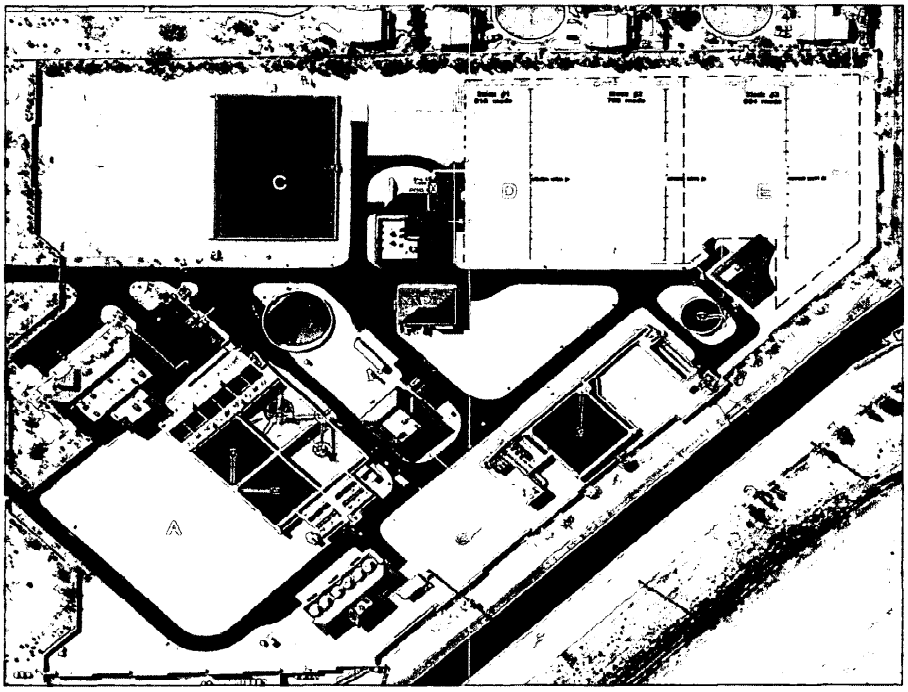
System Proposal: Summary

System Summary	City of Peoria
Contract Term	20 Year Agreement
System Size	598.1 kW-DC
System Type	Single Axis Tracker
Key Equipment	Tier One Modules - 280 W Inverters - AE 500 Tracker - PV Hardware Axone Monitoring - SEEDS

SunEdison

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

Preliminary Site Layout



7300 W Greenway Drive Road, Peoria, AZ 85381.

2136 Crystalline Solar Modules @ 280w;
Dimension 77.0" x 39.06" x 1.81"
GCR=40%

Block #1 - 816 modules = 228.5 kW
Block #2 - 756 modules = 211.7 kW
Block #3 - 564 modules = 157.9 kW
total 2136 modules = 598.1 kW

legend

SunEdison

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

SunWize: 20 Years of Leadership in Solar

- A leader in the industry for over 20 years
- Global $54 billion Fortune 150 Parent listed on the Dow Jones Sustainability World Index

Dow Jones Sustainability Indexes

- Largest PV Distribution Operation in U.S.
- Broad Portfolio of Products
- Broad Geographic Footprint
- Financing Solutions
- Bonding Capacity
- Creation of Green Jobs

SunWize Corporate Headquarters in San Jose, CA

USGBC

unicor

GSA
Federal Supply Schedule
Contract No. GS-07F-9349G

North American Board of
NABCEP
Certified Energy Practitioners

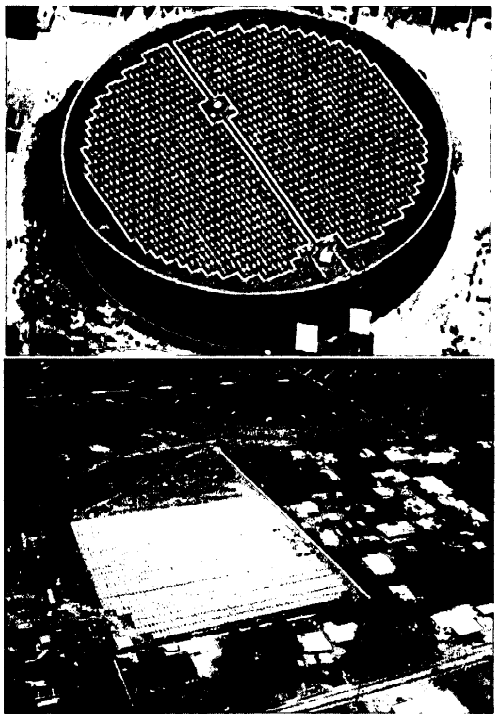
Sun

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

Proven Experience in a Variety of Markets

Markets

- Municipalities
- Medical - Hospitals
- Department of Interior
- Military
- Retailers
- Recycling Centers
- Utilities
- Manufacturing Facilities



SunEdison

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

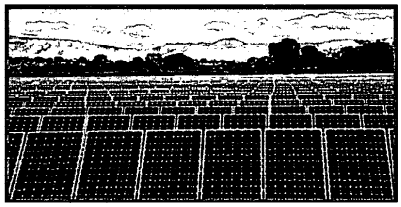
SunEdison Summary of Qualifications

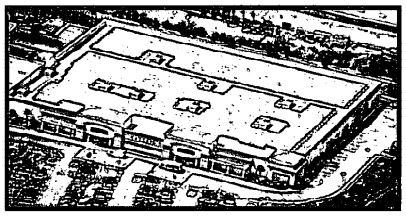
Experience our customers and partners can trust

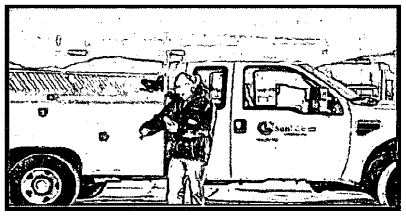
- Largest solar energy service provider in North America
- Among fastest growing international solar companies
- Over 500 solar plants worldwide, financed/under O&M
  - First utility scale plant in the U.S and Canada
  - Europe's largest utility scale project (72 MWs)
- Tracking 4 GW in project development

Financial strength to fund & complete solar projects

- Subsidiary of MEMC (NYSE: WFR)
- Demonstrated solutions with financial institutions
- Over $800M in aggregated project financing
- Approximately $1.7B raised for equity financing







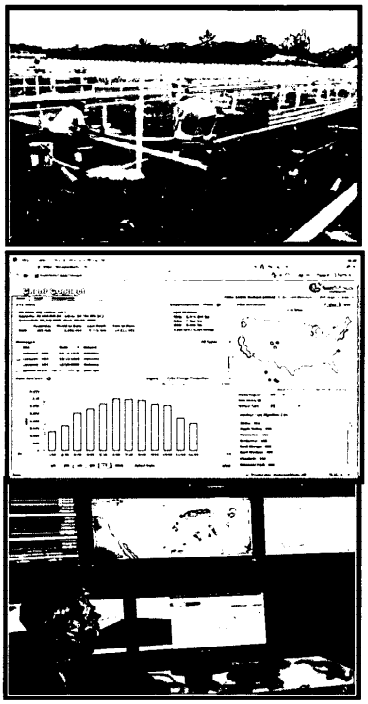
SunEdison®

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

The SunWize and SunEdison Partnership

SunWize manages **engineering, procurement** and **construction**

SunEdison provides **financing**, and **long term plant operation**

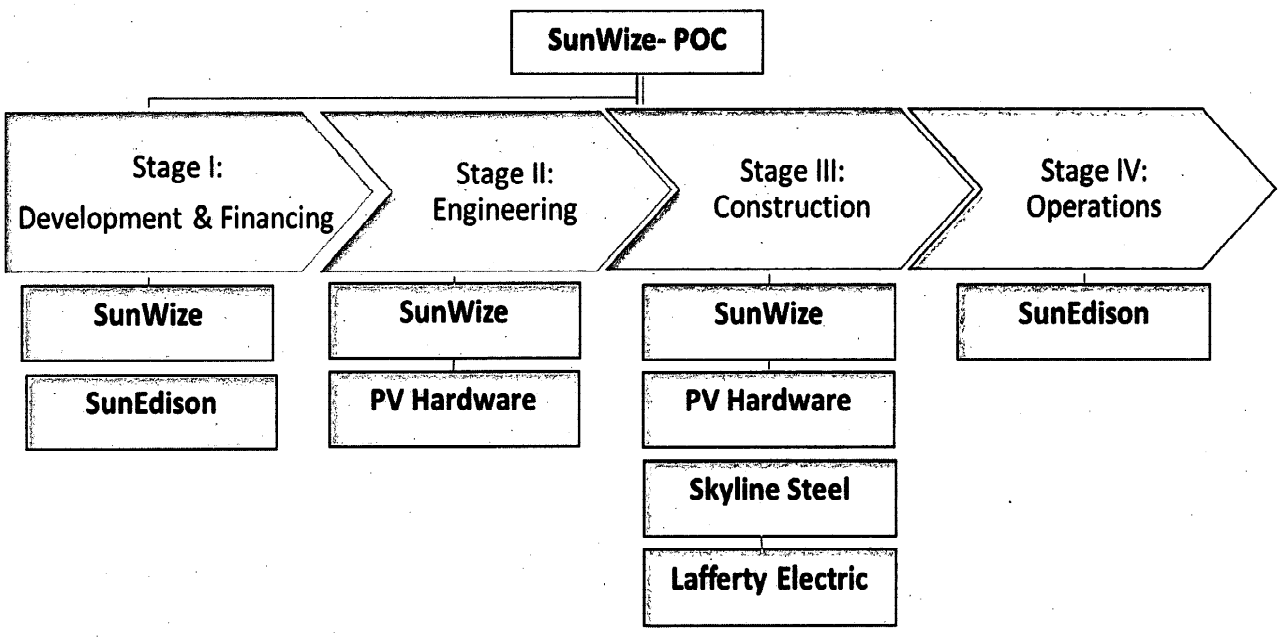


A Powerful Partnership

Sun

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

Project Team Members



SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

SunEdison and SunWize Combined Experience

Development and Financing
- Approximately 600 MW of Financed Projects
- $800M in Aggregated Project Financing
- $1.7**B** in Equity Financing

Engineering and Design
- 377 MW designed and engineered in South Western U.S.

Construction Installation
- 119 MW of projects installations in the state of ARIZONA

Post Construction
- 500 Solar Plants Totaling 600 MW of Projects in Operation

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

Representative Team Project Experience

SunWize Projects

Location	Customer	Size
Phoenix, AZ	Dept. Veteran Affairs	4.4 MW
Loma Linda, CA	Dept. Veteran Affairs	1.7 MW
Menlo Park, CA	Dept. Veteran Affairs	955 kW
Lakewood, CA	City Light & Power	282 kW
Monrovia & Oxnard, CA	SPP- Safeway 2 projects	428 kW
Corona, CA	City of Corona 2 projects	240 kW
Cerritos, CA	City of Cerritos	129 kW
Death Valley, CA	National Parks Services	91 kW

SunEdision Projects

Location	Customer	Size
Hyder, AZ	Arizona Public Service	24 MW
Tucson, AZ	Pima County	1.1 MW
Phoenix, AZ	Paradise Valley USD	972 kW
Phoenix, AZ	Paradise Valley USD	939 kW
Deer Valley, AZ Desert Mt School	Deer Valley Unified School District	686 kW
Deer Valley, AZ Mt Ridge HS	Deer Valley Unified School District	588 kW
Tucson, AZ	Private Company	380 kW
Scottsdale, AZ	Paradise Valley USD	293 kW

SunEdison®

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

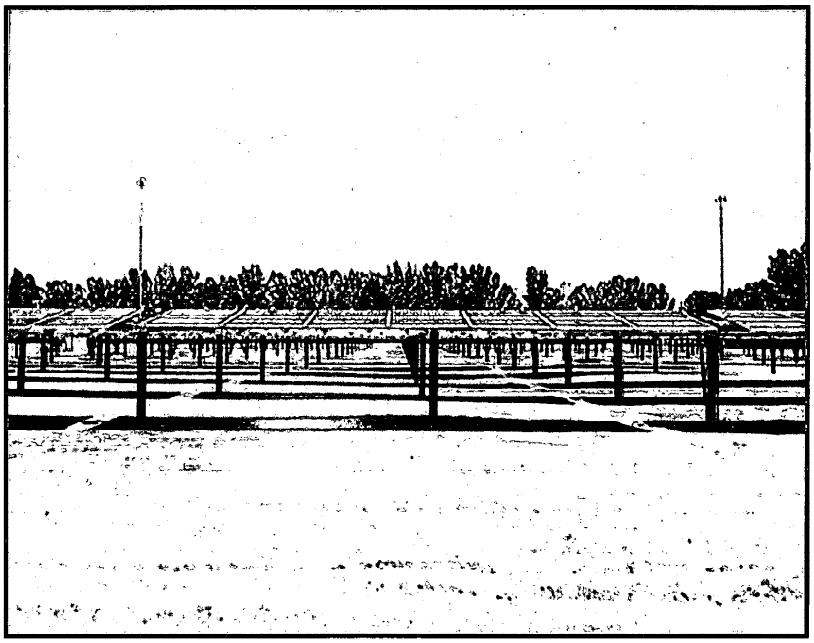
Experience: SunWize — Calexico

SYSTEM DESCRIPTION
322 kW ground-mounted tracking system

CUSTOMER
General Services Administration

SYSTEM LOCATION
Calexico, CA

DATE INSTALLED
November 2011



SunEdison®

SunWize
Delivering Sustainable Energy
A Subsidiary of Mitsui & Co. (USA)

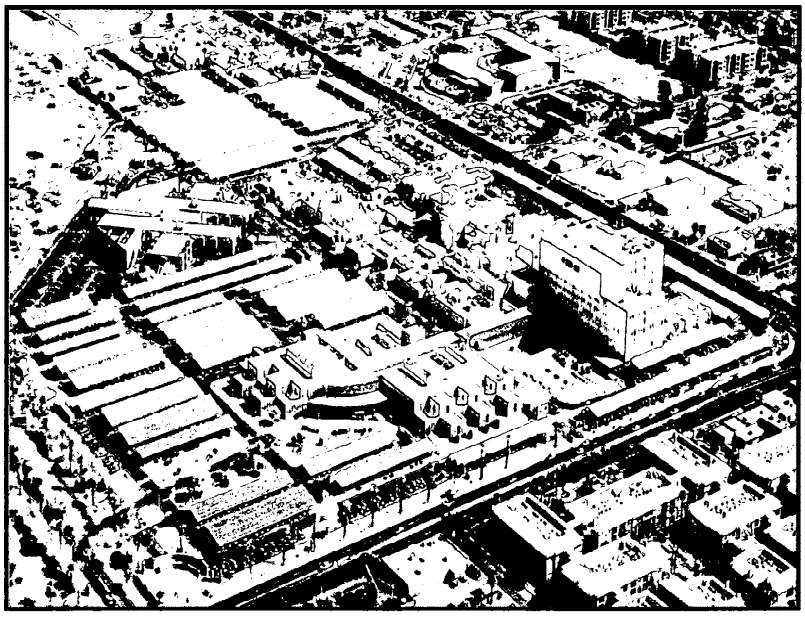
Experience: SunWize – Phoenix Medical Center

SYSTEM DESCRIPTION
4.45 MW carport system

CUSTOMER
Department of Veteran Affairs

SYSTEM LOCATION
Phoenix, AZ

DATE INSTALLED
Phase I: March 2011
Phase II: April 2012



Largest U.S. Carport Installation

Sun

SunWize
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A Subsidiary of Mitsui & Co. (USA)

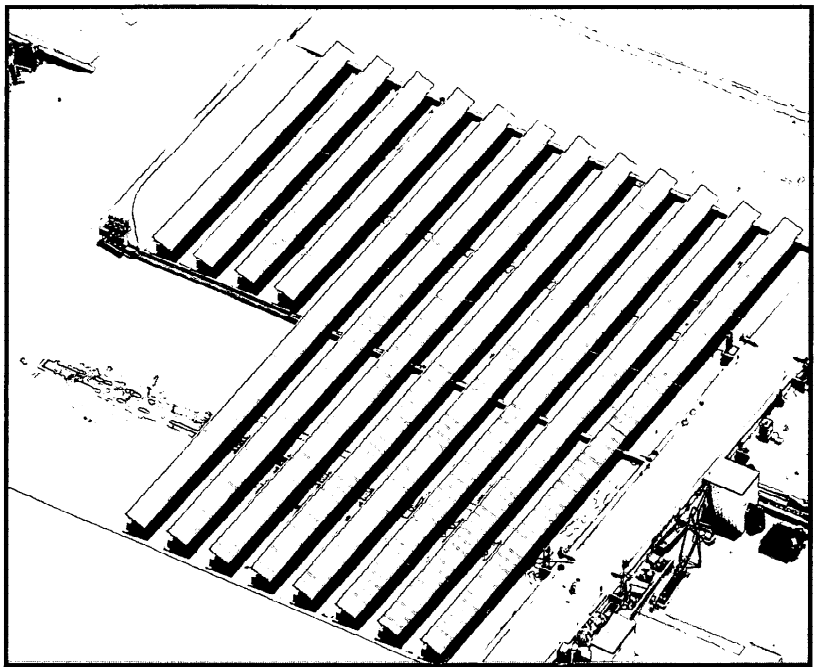
Experience: SunWize – Corona Waste Water Treatment

SYSTEM DESCRIPTION
125 kW ground-mounted system

CUSTOMER
City of Corona, Public Works Department

SYSTEM LOCATION
Corona, CA

DATE INSTALLED
June 2011



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Experience: SunEdison — Blythe, CA - PPA

SYSTEM DESCRIPTION
1.2 MW Ground Mount
System PPA – Contract

CUSTOMER
Ironwood State prison

SYSTEM LOCATION
Blythe, California

DATE INSTALLED
May 2008

SunEdison

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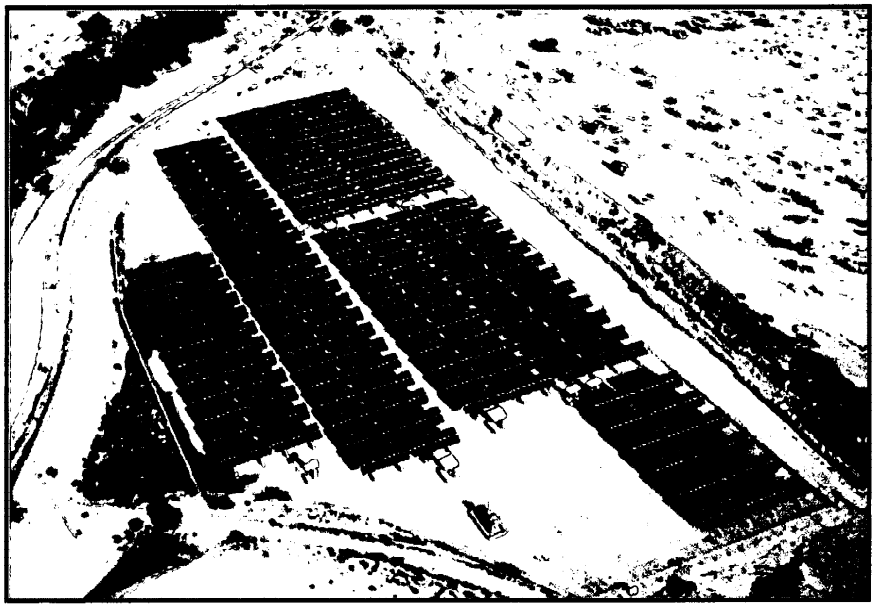
Experience: SunEdison – Pima County, AZ

SYSTEM DESCRIPTION
1069 kW Single Axis
Tracker
Ground Mount

Customer
Pima County, AZ

SYSTEM LOCATION
Tucson, AZ

DATE INSTALLED
2010



SunEdison

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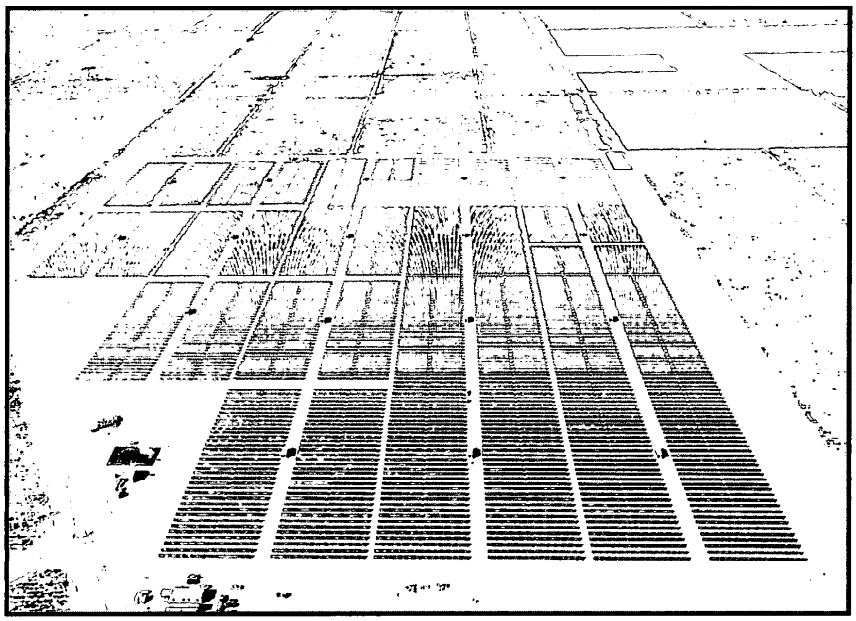
Experience: SunEdison – North Hyder, AZ

SYSTEM DESCRIPTION
23,950 kW Single Axis Tracker Ground Mount

Customer
Arizona Public Service (APS)

SYSTEM LOCATION
North Hyder, AZ

DATE INSTALLED
2012



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Proposed Finance Model

Presented by

Peggy Hannon, SunEdison

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Proposed Finance Model Incorporating Utility Interval Data

	Usage (kWh)	Utility Total Charge ($)	Fixed Cost ($)	Demand Cost ($)	Consumption Cost ($)
Pre-Solar	4,751,807	378,733	5,914	27,071	345,747
Post-Solar	3,468,775	281,241	5,914	26,599	248,728
Utility Bill Reduction		97,492	-	472	97,020

New Solar bill = $0.065/kwh X 1,282,032 kwh = $83,397

Savings in year 1 = $14,095

Methodology:

-We modeled your expected utility bill using your current tarriff E-63 and the 30 minute interval data provided by City of Peoria.

-A tariff analytics program (recommended by NREL) simulates your new bill with our proposed solar project in place.

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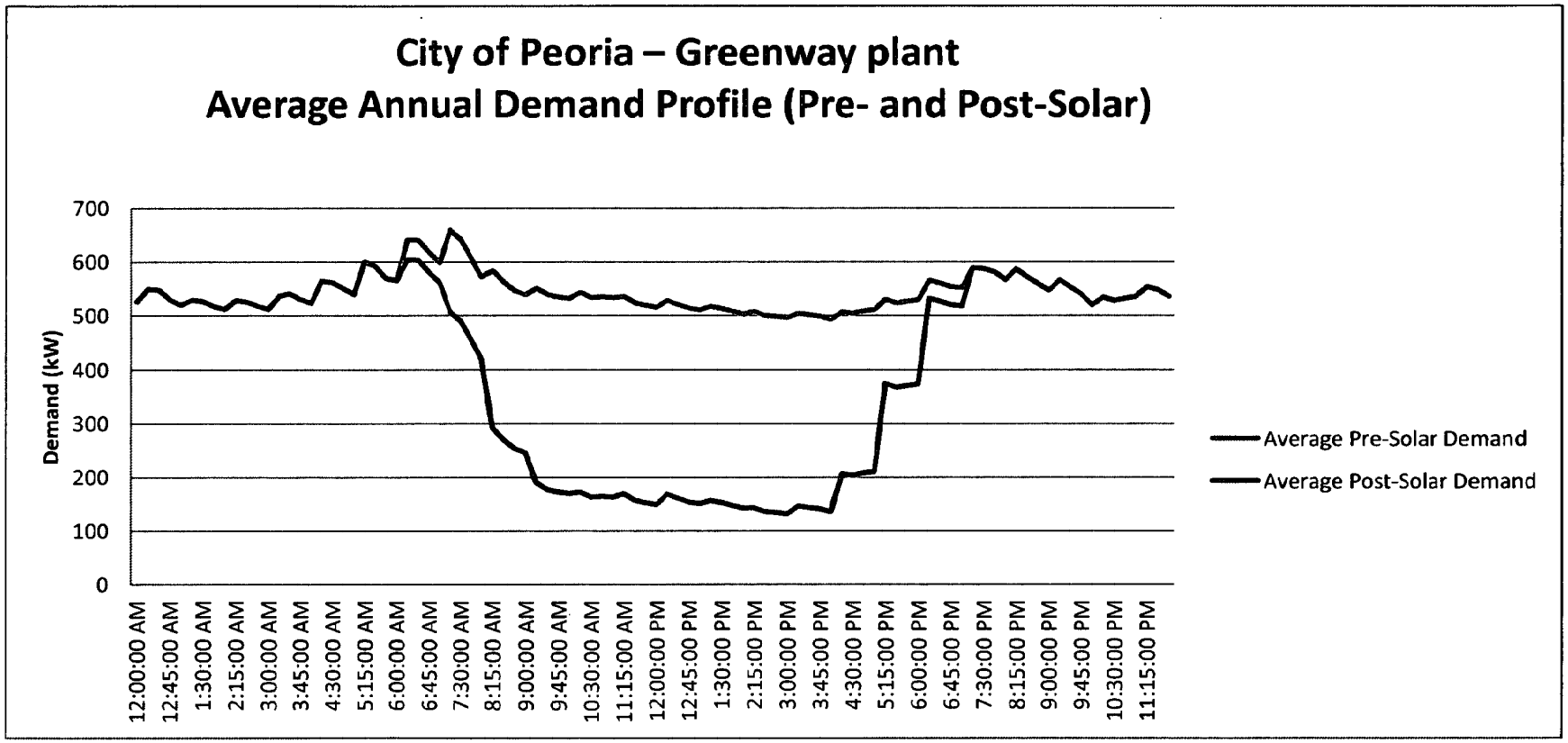
Financial Analysis:
How does solar impact your current utility bill?



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SunEdison Financial Experience

- SunEdison's Business Model is to provide no capital cost to City of Peoria
- Local incentive programs, such as SRP's Earthwise program
  - The 2012 program is limited, however, our team has experience in working directly with utilities to make projects work
- In the last two years alone, SunEdison has secured over $2.5 billion in project financing through relationships with institutional investors like JP Morgan, First Reserve, Wells Fargo, HSH Nordbank, MetLife, Union Bank of California and a host of others

NORD/LB usbank TD Banknorth HSH NORDBANK

MetLife WELLS FARGO BLACK RIVER

FORTIS Northern Trust

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Plant Operations

SunEdison's ongoing Operations & Maintenance includes the following services:

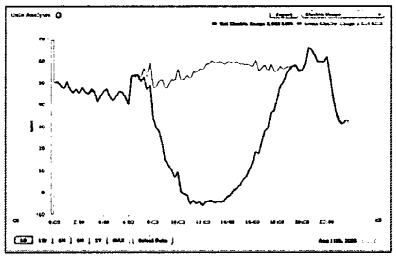
- Semi-Annual Cleanings
- Electrical Tune up per warranty maintenance requirements 2 x per year
- Mechanical Tune up 2 x per year
- Response calls for unexpected outages
- Online Service Monitoring for immediate regional service team response
- Online Energy Generation Reporting
- Energy pulse tracking (using 15 minute interval data) capabilities for Host and Providers energy tracking purposes and analysis

SunEdison Market-Leading Monitoring Technology

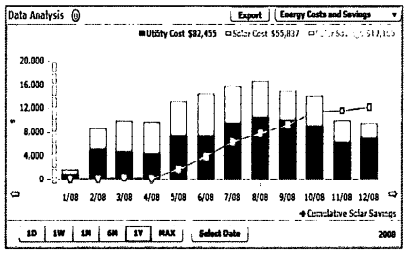
Renewable Operations Center (ROC)

- Monitoring
- Maintenance
- Service Dispatch

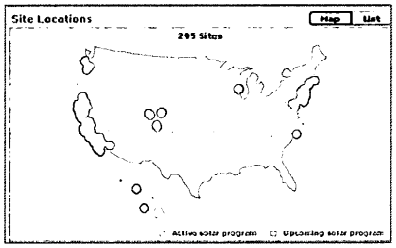
Real-time, auditable solar production monitoring in 15-



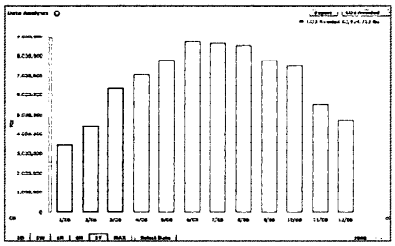
Transparency into cost savings from solar generation



Aggregated portfolio views to track solar assets by



Performance metrics showing environmental impact



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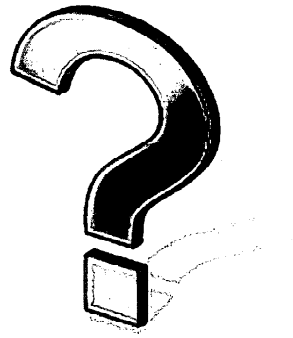
Questions



Thank you

We look forward to partnering with you.

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Contact Information

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