

REPORT OF GENERAL MANAGER

APPROVED
APR 02 2014

NO. 14-050

DATE March 5, 2014

**BOARD OF RECREATION
& PARK COMMISSIONERS**

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ALTERNATIVE ENERGY EQUIPMENT CONTRACT – USE OF HOUSTON-GALVESTON AREA COUNCIL SELECTION PROCESS FOR THE PURCHASE OF ALTERNATIVE ENERGY EQUIPMENT AND INSTALLATION SERVICES WITH SOLARWORLD AMERICAS LLC

R. Adams	_____	V. Israel	_____
*R. Barajas	<u>RB</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the proposed contract, substantially in the form on file in the Board Office, between the City of Los Angeles (City) and SolarWorld Americas LLC, to provide alternative energy equipment (solar and wind) and installation services on an occasional and as-needed basis with a contract term expiring on January 31, 2015;
2. Find that the Houston-Galveston Area Council (H-GAC), acts as the agent for participating governmental agencies for alternative energy equipment (solar and wind) and installation services offered by SolarWorld Americas LLC and City is a participating agency;
3. Find that SolarWorld Americas LLC by written communication dated March 10, 2014, attached hereto and incorporated herein by reference as Attachment B, authorized City to utilize the HGAC contract terms and conditions for alternative energy equipment (solar and wind) and installation;
4. Find that SolarWorld Americas LLC, is experienced in providing energy equipment (solar and wind) and installation, and it is in the Department of Recreation and Parks' (Department) best interest to secure these services with SolarWorld Americas LLC;

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5. Find as the contract awarding authority, in accordance with Charter Section 371(e)(2), that the alternative energy equipment (solar and wind) and installation services to be provided by SolarWorld Americas LLC, are for the performance of professional, scientific, expert, technical or other special services are of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
6. Find in accordance with Charter Section 371(e)(8), that the City may piggyback on the Houston-Galveston Area Council (H-GAC) Contract with SolarWorld Americas LLC, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
7. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10), that the alternative energy equipment (solar and wind) and installation services to be provided by SolarWorld Americas LLC, are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;
8. Find as the contract awarding authority, in accordance with Charter Section 1022, that the Department of Recreation and Parks (Department) does not have, available in its employ, personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services sought in a timely manner and the work can be performed more economically or feasibly by an independent contractor;
9. Direct the Board Secretary to transmit forthwith the proposed Contract to the Mayor for approval and to the City Attorney for review and approval as to form; and,
10. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY:

On June 5, 2013, the Board approved the participation in the Los Angeles Department of Water and Power's (DWP) Feed-in Tariff (FiT) set pricing program as well as approved a conceptual plans for a solar array project to be located at Ken Malloy Harbor Regional Park (Board Report No. 13-129). This project proposed installing a 100-Kilowatt solar array farm. Based on the estimated power generated from this solar array, and the set price payback by DWP's FiT set pricing program, staff estimates generating an estimated \$36,000.00 annually.

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The Department is now ready to construct this solar array project. Staff has performed thorough marketing/pricing research for the highest quality solar and wind equipment/installation at the most competitive pricing. Based on the quality of equipment, historical experience in solar installation and the most competitive pricing, staff is recommending piggybacking on H-GAC contract with SolarWorld Americas LLC on this solar array project. SolarWorld Americas LLC, currently has a competitively bid contract through the H-GAC. Los Angeles City Charter Section 371(e)(8) allows an exception to the City's competitive bidding requirements where contractors for cooperative agreements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements.

It is expected that the Department will be exploring solar array projects throughout its park system and therefore is requesting to piggyback onto H-GAC's contract with SolarWorld Americas LLC, for the full term of their contract, expiring on January 31, 2015.

Department staff is recommending that the Board authorize the Department to piggyback on H-GAC's competitively bid contract with SolarWorld Americas LLC. SolarWorld Americas LLC has issued a letter dated March 10, 2014 (attached hereto and incorporated herein by reference as Attachment B) to the City which authorizes use of the contract with H-GAC. Under the H-GAC contract agreement, Article 6 "End User Agreement," the H-GAC allows for other entities to enter into their own contract with SolarWorld Americas LLC, utilizing the same terms and conditions of H-GAC's contract (Attachment A). The Board Office will issue a separate contract number and the Agreement will be executed between the SolarWorld Americas LLC, and the City through the Board. The SolarWorld LLC contract with H-GAC will expire on January 31, 2015.

The contractor is recommended to the Board for a contract term coinciding with HGAC's on-going contract expiring on January 31, 2015, in an amount not-to-exceed One Million Dollars (\$1,000,000.00). The contract amount is an estimate and the Department does not guarantee that the contract maximum amount will be reached. The purchase and installation services that the Department is requesting shall be on an as-needed basis; the Department, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded shall be subject to funding availability.

FISCAL IMPACT STATEMENT:

This contract will enable the Department to carry out various alternative energy equipment (solar and wind) and installation services on an occasional and as-needed basis in order to enhance the recreational experience of the public. There will be no direct fiscal impact to the Department's General Fund as funding will be identified on a per project basis.

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This Report was prepared by Jim Newsom, Management Analyst II, reviewed by Cid Macaraeg, Senior Management Analyst II, Planning, Construction and Maintenance Branch.

Attachment A

Contract Executed on January 28, 2013, between Houston-Galveston Area Council (H-GAC) and SolarWorld Americas LLC.



HOUSTON-GALVESTON AREA COUNCIL

02/08/2013

Kevin Kilkelly, President
Solar World Americas LLC
4650 Adhor Lane
Camarillo, CA 93012

Dear Mr. Kilkelly:

RE: CONTRACT NO. AE02-13 for supply of Alternative Energy Equipment (Solar And Wind)

Enclosed is the completely executed contract for AE02-13 for your files. Please be advised that your vendor number is #1173 and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require further information concerning this contract please call me at 713-499-6662.

Sincerely,

Angela George
Contract Specialist
Cooperative Purchasing Program
H-GAC

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SOLARWORLD AMERICAS LLC
Camarillo, California

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, SolarWorld Americas LLC hereinafter referred to as the CONTRACTOR, having its principal place of business at 4650 Adohr Lane, Camarillo, California 93012.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into an Alternative Energy Equipment (Solar And Wind) Contract to become effective as of February 1, 2013, and to continue through January 31, 2015 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Alternative Energy Equipment (Solar And Wind) offered by the CONTRACTOR. The CONTRACTOR agrees to sell Alternative Energy Equipment (Solar And Wind) through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: AE02-13, including any relevant suffixes
4. CONTRACTOR's Response to Proposal No: AE02-13, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example: a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

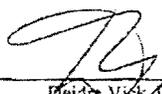
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



J. Steele, Executive Director

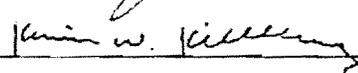
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidra Vick, Director of Public Services

Date: January 28, 2013

Signed for SolarWorld Americas LLC
Camarillo, California:



Printed Name & Title: KEVIN W. KIREENY, PRESIDENT

Date: 1/2/13 2013

Attest for SolarWorld Americas LLC
Camarillo, California:



Printed Name & Title: Rusty Pittman, Head of Marketing

Date: 1/2/13 2013



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Appendix A – Certifications

Appendix B – Major Equipment Specification Sheets

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Appendix D – Certificate of Liability Insurance

A. Required H-GAC Forms

Complete H-GAC forms are provided in Tab A.

B. Experience and Capabilities

1. Company History

SolarWorld Americas LLC is a wholly owned operating company of SolarWorld AG. SolarWorld AG is a publically traded, German headquartered company. It trades on the Frankfurt DAX exchange under the ticker symbol SWV. SolarWorld (and its predecessor owners ARCO, Siemens, and Shell) have been continuously producing solar modules since 1977.

The SolarWorld Group is among the top trio of the solar power industry worldwide. Its family of companies dedicates itself exclusively to the business of solar energy. Plus, it combines all stages of the photovoltaic value chain, from the raw material silicon to turn-key solar power plants, so that it can uphold high quality and environmental standards at every stage. SolarWorld operates factories in the United States and Germany as well as sales offices in all of the world's solar markets.

SolarWorld has been in the U.S. since the early days of the PV industry under well-known and respected company names including:

- ARCO Solar (Atlantic Richfield Oil) 1977—1989
- Siemens Solar (Siemens) 1990—2001
- Shell Solar (Royal Dutch/Shell Oil) 2001-2006

With about 3,500 employees, the SolarWorld group is one of the world's largest solar energy businesses – and the largest U.S. solar manufacturer for more than 35 years. In its innovation, performance and environmental track record, the company is an industry leader.

At its U.S. headquarters location in Hillsboro, Oregon, the company operates the equivalent of four production plants on a 97-acre campus, maintaining 500 megawatts worth of photovoltaic production capacity. Production from that site supplies demand not only in the United States but also in Canada and Latin America. The company's location in Camarillo, California, houses its commercial hub, providing sales, marketing and EPC services for all three markets in the Americas.

SolarWorld's system design and engineering capabilities are unparalleled in the industry and date back to the earliest days of the solar industry. A system designed, engineered and constructed by SolarWorld offers a unique opportunity to have one the leading manufacturers of PV technology have single point responsibility for not only system quality and performance, but as the manufacturer of the modules themselves, we provide the ultimate warranty for the heart of the system, the solar modules.

a. SolarWorld Management

Mr. Kevin Kilkelly is the President for SolarWorld Americas LLC (SWA), a wholly own subsidiary of SolarWorld AG (SWAG) the group's holding company.

Mr. Raju Yenamandra is the Vice President of Sales and Marketing for SWA and oversees the operations of the SolarWorld Power Projects Team (SWPP). Both Mr. Kilkelly and Mr. Yenamandra have the authority to make binding decisions on behalf of both SWA and SWPP.

Julie Ungerleider is Head of Systems and Engineering for SWPP. Ms. Ungerleider manages the execution and implementation of the company's utility scale projects.

Contract Negotiation Point of Contact:

Carol Smith

Manager, Contracts

Tel: (805) 388-6279

Cell: (805) 444-7425

Fax: (805) 388-6395

E-mail: carol.smith@solarworld-usa.com

Alternative Point of Contact:

Tara McKinnon

Sr. Sales Analyst

Tel: (805) 388 -6233

Cell: (805) 377-3524

Fax: (805) 388 6395

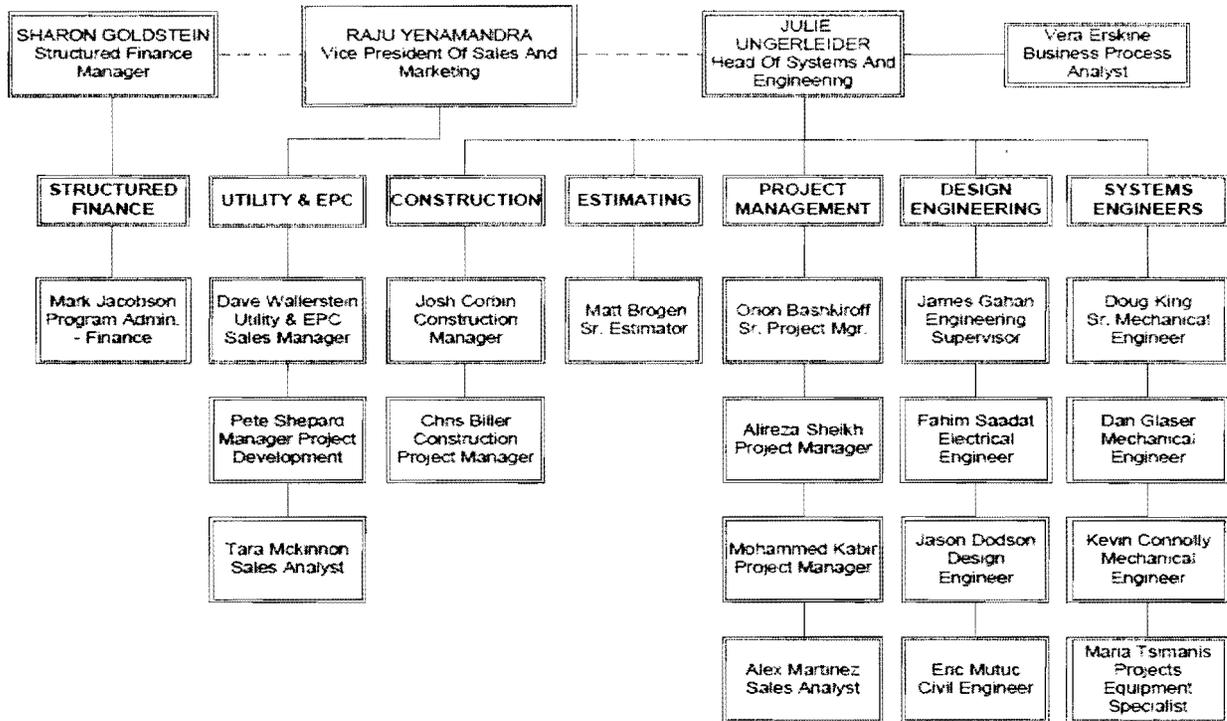
E-mail: tara.mckinnon@solarworld-usa.com

b. Project Team Key Personnel, Roles and Responsibilities

- Kevin Kilkelly: President for SWA
- Raju Yenamandra: VP Sales & Marketing, responsible for contract negotiations
- Julie Ungerleider: Head of Systems & Engineering, responsible for utility scale project execution
- Dave Wallerstein: Utility and EP/EPC Sales Manager
- Pete Shepard: Manager, Project Development
- Doug King: SWA, Systems Integration Engineer, BSME, in charge of product development, value engineering, system integration, and quality management
- Dan Glaser: SWA, Project Engineer, BSME, engineering support
- Kevin Connolly: SWA Project Engineer, BSME, engineering support
- James Gahan: SWA Design Engineer Supervisor E.I.T., detail electrical engineering support
- Fahim Saadat: SWA Electrical Engineer
- Jason Dodson: SWA Design Engineer
- Eric Mutuc: SWA Civil Engineer
- Orion Bashkiroff: Senior Project Manager
- Mohammed Kabir: Project Manager
- Alireza Sheikh: Project Manager
- Matthew Brogan: Senior Estimator, CPE
- Alex Martinez: Sales Analyst
- Tara McKinnon: Sales Analyst
- Josh Corbin: SWA, Construction Manager and field management
- Chris Biller: Project Construction Manager
- Brad Chittick: Head of Operations, Purchasing, and Supply Chain
- Vera Erskine: Manager of Quality for SWA

c. Project Organization Chart

Our project team will be formed as shown below. Changes may be made depending on project constraints, parameters, and final contractual scope of work.



The primary engineering and design work will be performed by SolarWorld’s core project team with additional support provided by outside subcontractors as needed through well-defined scope-of-work sub-contracts. The design process will incorporate periodic design reviews, both internal and with local sub-contractors, to identify any potential problems and to ensure that interdisciplinary coordination is achieved.

The Project Team will generate the description of the requirements for the selection of all sub- contractors prior to requesting competitive sub-contracting bids. SolarWorld will ensure that all prospective sub-contractors are aware of any special conditions and terms including safety, site conditions, unique contract requirements, and procedural requirements for the work to be performed. Bidding sub-contractors may be required to

submit in addition to their bids contractor's specific documents such as, but not limited to, safety plan, staffing schedule, quality plan, etc.

Our sub-contractor selection criteria will be in alignment with key metrics to SolarWorld and the customer. Evaluation criteria shall include, but not limited to safety, social and environmental responsibility, quality, efficiency, and experience.

SolarWorld's Project Team shall be responsible for review of the sub-contractor bid packages. All selected sub-contractors shall meet any customer criteria. Performance and reporting requirements will be embedded in all sub-contract agreements.

Please see Tab A for a description of our Small Business Subcontracting Participation Plan.

2. Service Organization

Upon completion of the project an Operations and Maintenance manual will be provided to the customer. The manual will include the procedure to request repairs or service calls.

SolarWorld has a dedicated Operations and Maintenance service line that is monitored twenty-four hours a day, seven days a week. Calls into the O & M service line will be responded to within twenty-four hours and if on-site service is required a local service technician will be dispatched to the site within forty-eight hours.

The Operations and Maintenance department utilizes a network of nationwide preferred subcontractors and installers to respond to local on-site needs. The number of qualified service personally varies based on the specific subcontractor.

Parts inventory will depend on the size of the project. Generally local subcontractors will maintain inventory of parts. For larger projects an inventory of spare parts may be kept onsite. At the close out of the project any training needed to familiarize the customer with the operations and maintenance of the system will be provided.

Please see Appendix B for small scale service requests and the process to initiate a warranty claim.

3. History of Local Government Business

SolarWorld has extensive experience supplying modules as components in solar generating systems used widely by various government agencies including municipal, state and federal agencies.

Our primary market strategy for the last thirty years has been to utilize wholesale distributors for the supply of our products to a greater number of independent contractors. Our contractor base is primarily responsible for the system installation and therefore we are simply not aware of all projects being implemented using our modules. For this reason it is difficult to estimate the percentage of our production that is used in government applications. Across local, municipal, state and federal sectors we would estimate that as much as 30-40 % of our annual production is used in these sectors.

The following table provides examples of our products usage over three decades of installations. More recently SolarWorld has re-engaged as an EPC provider of high value solar generating systems. SolarWorld being the module producer, support structure manufacturer, as well as the system engineer and constructor is redefining the term vertical integration.

Year	Project	Country	Power Output	Unit
2012	LADWP City of Adelanto (Engineering & Procurement)	California	11.58	MWp
2011	JCI City of Tulare (Engineering & Procurement)	California	1.15	MWp
2011	System3 City of Bakersfield (Engineering & Procurement)	California	1.15	MWp
2010	JCI Guam Naval Base	Guam	0.25	MWp
2010	Ziegelscheune	Germany	8.5	MWp
2010	Vestenbergsgreath	Germany	4.8	MWp
2009	Mengkofen	Germany	20.7	MWp
2008	Extremadura	Spain	30	MWp
2008	Kuffing	Germany	2	MWp
2008	Saxonia	Germany	1.8	MWp
2008	Tschechien Böhmerwald	Czech Republic	1.5	MWp
2008	Tschechien Dubnany	Czech Republic	1	MWp
2008	Vatican	Vatican State	221	kWp
2007	Hurlach	Germany	4.3	MWp
2007	Mallorca	Spain	8.7	MWp
2007	Oberhörbach	Germany	1.9	MWp
2006	El Dorado Turnkey System	California	1.08	MWp
2006	Cucamonga Turnkey System	California	247	kWp

SolarWorld Power Projects

HGACBuy

Proposal Number: 12148

Date: October 4, 2012

SOLARWORLD



2006	Greding I	Germany	1.2	MWp
2006	Malgersdorf	Germany	2.4	MWp
2006	Salching	Germany	1.38	MWp
2006	Semitropic Turnkey System	California	979	kWp
2005	Aidenbach	Germany	1.76	MWp
2005	Ballstadt	Germany	1.81	MWp
2005	Hofkirchen	Germany	2.37	MWp
2005	Penzing	Germany	3.63	MWp
2005	Waldpolenz	Germany	20	MWp
2004	Kaufbeuren	Germany	2	MWp
2004	Desert Water Turnkey System	California	335	kWp
2004	Leipzinger Land Turnkey System	Germany	5	MWp
2004	Hoslwang Turnkey System	Germany	1.84	MWp
2004	Tesco Lotus Building Turnkey System	Thailand	461	kWp
2003	SSESI Warehouse Turnkey System	California	245	kWp
2003	United Parcel Service Turnkey System	California	120	kWp
2003	Danmere Shutters Design and Materials	California	183	kWp
2003	EMSD Government Bldg. Turnkey System	Hong Kong	359	kWp
2003	CSU Northridge Design and Materials	California	225	kWp
2003	Loyola Marymount Univ. Module Supply	California	750	kWp
2003	Fala Marketing Module Supply	New York	1.2	MWp
2002	Neutrogena Module Supply	California	470	kWp
2002	Toyota Module Supply	California	550	kWp
2002	AESE Engineering Design and Materials	California	80	kWp
2002	Delta Tau Computers Design and Materials	California	183	kWp
2001	Floriade Exhibition Hall Turnkey System	Netherlands	2.3	MWp
1998	Munich Trade Fair Turnkey System 1998	Germany 2,100	2.1	MWp
1997	Sacramento Airport Module Supply	California	129	kWp
1997	Yuma Proving Grounds Module Supply	Arizona	450	kWp
1995	Monterey Hills School Module Supply	California	100	kWp
1994	Ft. Davis Module Supply	Texas	127	kWp
1994	HEDGE Substation Module Supply	California	254	kWp
1993	SMUD Grid Support Module Supply	California	250	kWp
1993	SMUD Residential Com. Turnkey System	California	440	kWp
1992-93	Kerman Substation Turnkey System	California	650	kWp
1990-92	1,000 Roof Program Component Supply	Germany	1.4	MWp
1990-91	Phalk 500 Laminate Supply	Germany	560	kWp
1989-90	PVUSA-US1 Turnkey System	California	210	kWp
1986	Austin PV-300 Turnkey System	Texas	300	kWp
1985	John Long Solar One Turnkey System	Arizona	190	kWp
1983-85	Rancho Seco Panel supply	California	2.08	MWp
1983-85	Carriso Plains Build, own, operate	California	6.1	MWp
1982	Hesperia (Lugo) Build, own, operate	California	1.1	MWp

4. References

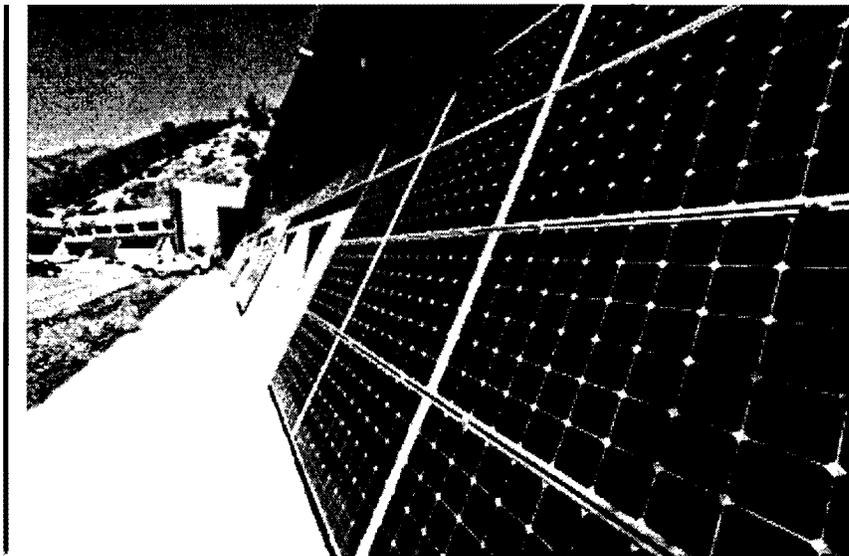
Cincinnati Zoo

Cincinnati, OH
1.6 MW
Roof mount installation
Completed in 2010
Installed by Melink Corp.
Contact: Jeremy Chapman
Phone: 513-965-7349
Email:
jchapman@melinkcorp.com



El Portal Administrative Complex

Yosemite National Park, CA
672 kW
Roof mount, facade, and carport
Completed in 2011
Installed by Suntek
Contact: Phil DelNegro
Phone: 949-348-9276
Email:



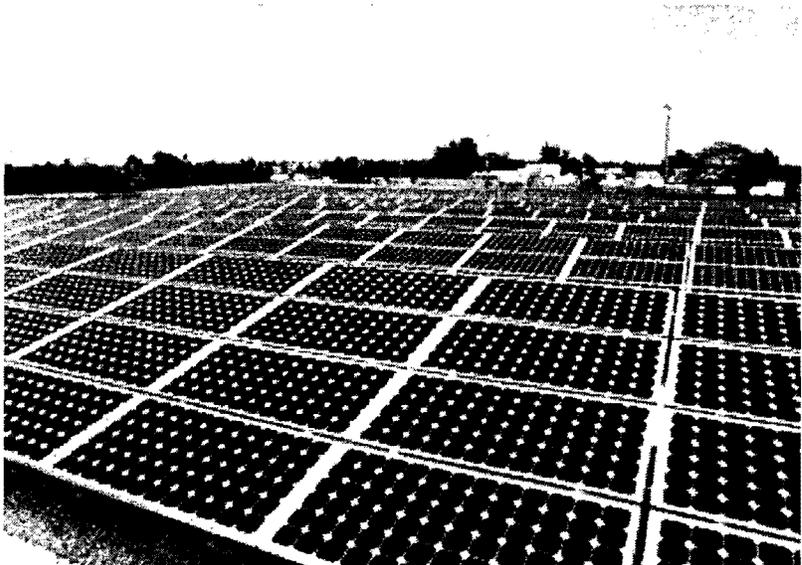
SPAWAR

San Diego, CA
1.3 MW
Roof mount installation
Completed in 2011
Installed by Stronghold
Engineering
Contact: Denny McGahey
Phone: 951-684-9303, ext. 240
Email: dm@teamsei.com



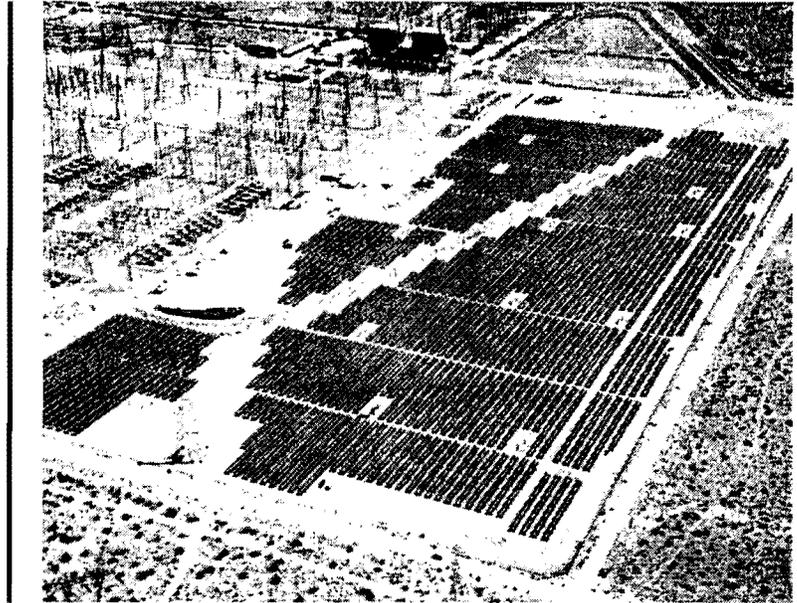
Apra Harbor Naval Base

Guam
298.2 kW
Ground mount installation
Completed in 2010
Installed by Johnson Controls
Contact: David J. Riley
Phone: 916-294-8849
Email: david.j.riley@jci.com



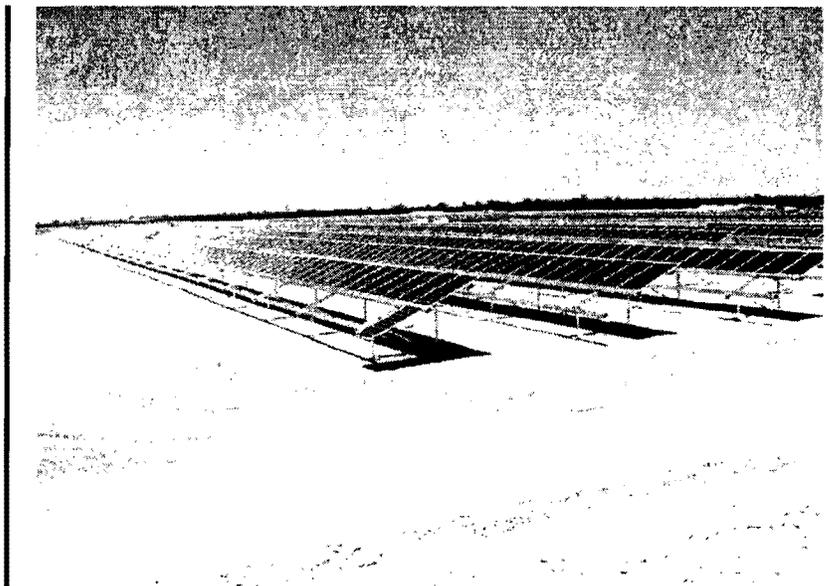
LADWP Adelanto

Adelanto, CA
11.6 MW
Ground mount installation
Completed in 2012
Installed by SolarWorld
Contact: Thomas Honles
Phone: 213-367-7736
Email: thomas.honles@ladwp.com



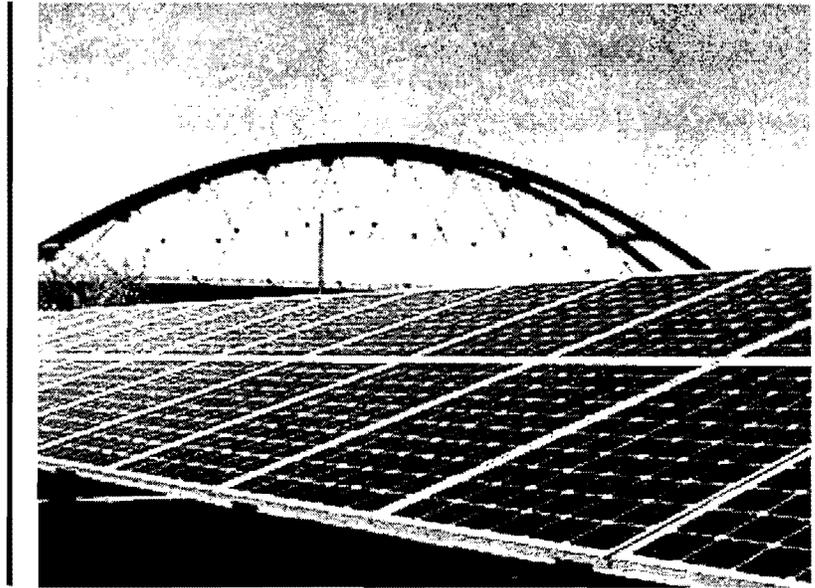
City of Tulare Waste Water Treatment Plant

Tulare, CA
1.15 MW
Ground mount installation
Completed in 2011
Installed by Johnson Controls
Contact: David J. Riley
Phone: 916-294-8849
Email: david.j.riley@jci.com



Denver Federal Center

Lakewood, CO
6.7 MW
Roof mount, ground mount, and
carport
Completed in 2011
Installed by E Light & Wind Solar
Contact: Charlie Rienhardt
Phone: 303-204-7009



5. Certifications

SolarWorld Sunmodule brand PV modules meet the most stringent international standards for quality, safety and performance, including UL 1703 and international IEC 61215. Our factories are certified to ISO 9001 quality standards, and we meet all Buy American Act requirements. Copies of the following certifications have been provided in Appendix A.

- SolarWorld Manufacturer's Certificate
- UL Certificate of Compliance
- IEC 61215 Sunmodule Plus
- IEC 61701 Solar Panel Salt Mist Corrosion Certificate
- IEC 61730 Sunmodule Plus
- ISO 9001-14001
- Intertek Authorization to Mark Certificate

6. Overall Description of SolarWorld Strengths

For over 35 years, SolarWorld has been at the forefront of the solar industry in the development of PV technology, products and systems design. We continually push the limits of innovation by having total control over all stages of the photovoltaic value chain, from the silicon raw material to turn-key solar power plants, so that we can uphold the highest quality and environmental standards at every stage of the process. We create American jobs, buy products from American companies and advance American technology – all as we help others operate more efficiently and cost effectively, to move our country closer to achieving clean energy independence. In conjunction with our in-market manufacturing, SolarWorld is committed to managing our resources wisely so that we can lower costs and maximize the return on investment to our customers.

SolarWorld is uniquely qualified for the supply of PV modules as well as to provide professional services for the design, supply and installation of photovoltaic (PV) systems. Our demonstrated expertise in solar technology, production, system design, integration and installation has positioned SolarWorld as one of the most competent PV companies, advancing the business objectives of our customers and business partners. We are not a newcomer to the PV business. SolarWorld's manufacturing experience dates back more than 35 years and our systems experience dates back nearly 30 years. For each project we will assemble a project team, including a unique mix of experience, professional capabilities and local presence.

SolarWorld's strength as a leading global PV manufacturer and systems integrator are demonstrated by our:

- **Experience** – SolarWorld possesses an impressive portfolio of system designs and installations, ranging from remote applications to residential system designs to large utility scale systems.
- **Technology** – SolarWorld produces world-class silicon modules with proven long-term reliability and performance.
- **Manufacturing capacity** – With over 500 MW of crystalline solar manufacturing capacity in place, SolarWorld is the nation's largest manufacturer. SolarWorld is positioned to meet the installation and schedule timeframes for this and all other projects in our sales pipeline.

- **Product longevity and warranties** – SolarWorld’s confidence in our modules’ performance and reliability is reflected in our industry leading 25-year linear power output warranty.
- **Financial strength** – SolarWorld has the ability and longevity to support our extended warranties and “back what we claim.” We are one of the largest PV manufacturers and system providers in the world, with the financial wherewithal to meet our commitments and obligations, now and in the future. 2011 world-wide revenue exceeded \$1.4 billion.

In summary, choosing SolarWorld as your turnkey system designer and integrator means more than assuring yourself of a top performing system. It means that you will be given a clear and understandable explanation of what your system can actually be counted upon to deliver, without overly aggressive assumptions or dubious claims. We warrant our systems for a quarter century, so we make sure we deliver what we promise.

C. Products

1. List of Key Products

SolarWorld has extensive experience operating at numerous levels of the value chain. Our Scope of Work on projects has varied from simply high quality supplier of modules to supplying installation contractors with “engineered kits” to full turnkey installations. Below is a list of key products and services:

- Sunmodule Solar Panels
- Sunfix Plus – pitched roof mounting system
- Sunfix Ground Mount
- Suntrac Single-Axis Tracker
- Sunsolutions - Turnkey Solar Solutions
- Financing Solutions
- SolarWorld provides inverters from industry leading manufacturers such as SMA, Advanced Energy, SatCon and Schneider Electric.

2. Product Specifications

Datasheets have been provided in Appendix B.

3. Overall Description of Product Strengths

a. Performance Guarantee and Warranty

Not all modules are created equal. SolarWorld products are powered for performance and guaranteed for success. From crystals, wafers, and cells to PV panels and complete solar systems, SolarWorld products have consistently proven to produce more energy per rated kilowatt than other major brands.

Because SolarWorld produces the highest quality, we can guarantee the best performance. That's why SolarWorld was the first solar company to offer a 25-year linear performance guarantee. According to our guarantee, the actual power of a new module cannot deviate from the specified rated power by more than 3% during the first year; and afterward, the power will not decrease by more than 0.7% of the rate power per year. So at year 10, the Sunmodule's capacity is guaranteed to be at least 90% of the nameplate as opposed to the industry standard of 80%. This is added value that can help you get your project financed. As further expression of SolarWorld's industry-leading quality, we offer a 10 year product workmanship warranty. Please see Appendix B for complete warranty description.

Additionally, SolarWorld's unique plus-sorting method ensures that our customers receive the watts they pay for. With plus-sorting, SolarWorld delivers only modules that have greater than or equal to the nameplate-rate power. By delivering actual power, plus-sorting ensures that systems operate at top efficiency which results in maximum energy yield year after year.

b. Case Studies

To support our claim case studies have been provided in Appendix C. The attached case studies demonstrate our reliable performance and leadership in energy yield and real world performance vs. lab measured efficiency.

c. Third-Party Pan File Validation

3rd Party Pan Files - "Performance You Can Trust"

Two leading innovators of advanced PV modules and system evaluation services, PV Evolution Labs and Black & Veatch, offer the industry's first third-party PAN file generation and validation services. PAN files are a critical step in producing accurate models of a PV project's performance and value. Independent third-party PAN file validation services allows for more accurate system valuation thereby providing data that greatly increases product bankability and allows for buying decisions based on truly comprehensive performance projections.

- Sound Business Partners & Verifiable Data
 - Tested According to IEC 61853 by PV Evolution Labs
 - PAN file modified by Black & Veatch according to sound, scientific & statistical methods
- Transparency
 - IEC 61853
 - Consistent methodology for all products to follow
- Reduced Risk and Financial Exposure
 - Investors
 - EPC – Energy Performance Guarantees

D. Promotion of Products and Services

Renewable energy has become highly competitive in residential, commercial and public sector markets seeking energy security, energy solution development and solar power system implementation.

SolarWorld has over 600 registered installers, 150 Authorized Installers all of which have been audited, interviewed and approved by SolarWorld. This installer network provides coverage within every major market in the United States. SolarWorld also has a large Distribution Network which provides SolarWorld product and services to over a 1000 solar installers across the United States. Once awarded an H-GAC contract SolarWorld will launch

training and marketing campaign to promote the H-GAC contract to our network of Installers and Distributors to promote the benefits and benefits of a firm-fixed price pre-negotiated contract and the ease of procurement through a firm fixed pre-negotiated contract vehicle.

SolarWorld will be managing the contract directly and assigning registered installers as partners to the contract depending on the project size, requirements, etc., and/or working with a Registered or Authorized Installer as an Agent, where SolarWorld will manage the project as a Prime with the Agent acting as a subcontractor.

SolarWorld SunSolutions are customized to meet a customer's specific scope and needs. Our sales proposals are developed and customized based upon each potential installation. Developing a solar system solution begins with a detailed site assessment and evaluation first and foremost, followed by a balance of financial return, system efficiency and aesthetics. There are key factors to help determine a solar system solution as discussed in section D.1. Once these factors have been assessed, SolarWorld will utilize this information to design and engineer a proposed solution based upon all of these factors. The design and solution will take in consideration:

- Solar array optimized to take full advantage of the parameters
- Module Mounting – Roof, Ground, Tilt Angle, Orientation
- Number of Modules required
- Proposed system size – DC Watts (total number of modules multiplied by the modules standard test conditions (STC) Watts), and;
- Additional specifications

A. Pricing

1. Sunolutions Systems Pricing

Systems are priced per watt due to site variables and location. The key factors to help determine a solar system solution and size includes but is not limited to:

- Solar Resource – how much sun?
- Site demand – current energy consumption and rates
- Area limitations – roof or ground area
- Loading requirements – wind, snow and seismic data
- Design standards
- Wiring requirements
- Financial feasibility and return on investment (savings)
- Environmental issues and benefits
- Customer specifications and requirements

a. H-GAC Zones Standards and Adders

Base System Price

Base System Installation: Standard flush-mounted photovoltaic system installation on a roof no greater than 40 feet in height above grade with a roof slope of no more than 30 degrees from horizon. The roof area shall be accessible by ladder, scissor lift, or other acceptable means. Installation assumes that the roof can support the additional weight of the photovoltaic system without additional bracing or structural reinforcement.

Standard roofing materials are standing seam metal and composition shingle.

Interconnection of the system to the grid shall be done through load or line side connection to the facility's existing electrical distribution system. Electrical distribution utility voltage shall be 480V or less, single or three phase (delta or wye), have adequate capacity to accommodate the solar photovoltaic system, and shall be easily accessible by conduit chase. The inverter(s) shall not be located more than 150 meters from the

point of interconnection and shall have adequate clearance per NEC requirements. DC combiner boxes shall be located no more than 150 meters from the inverter(s). The DC solar photovoltaic system voltage shall not exceed 600V. DC voltage drop shall not exceed two percent. AC voltage drop shall not exceed one and a half percent. System monitoring includes basic inverter level monitoring with a web-based online portal. Standard monitoring connection assumes an existing Ethernet connection within 150 meters of the inverter location easily accessible by conduit chase. Commissioning and testing of the inverters, monitoring, electrical wiring and other system components along with basic training of government facility personnel on the operation of the photovoltaic system has been included.

Racking Adders

Ballasted: Installation of photovoltaic modules and roof ballasted racking system on a roof with a slope no more than five degrees from horizontal. Installation assumes that the roof has adequate capacity to accommodate the weight of the photovoltaic system. Attachments to the roof shall only be used for seismic bracing and shall be flashed and sealed by a roofing contractor approved to maintain the existing roofing material warranty. Racking tilt will be 15 degrees or less.

Flat Roof Tilted: Installation of photovoltaic modules and roof penetrating tilted racking system on a roof with a slope no more than five degrees from horizontal. Standard installation assumes that the roof has adequate capacity to accommodate the weight of the photovoltaic system and roof purlins are spaced at a maximum of 8 feet in any direction. Attachments to the roof shall be flashed and sealed by a roofing contractor approved to maintain the existing roofing material warranty.

Low Roof Weight: Installation of photovoltaic modules and a low roof weight racking system on a roof with a slope no more than five degrees from horizontal. A low roof weight system is defined as a system with less than four pounds per square foot dead load over the footprint of the array. Any attachments to the roof shall be flashed and sealed by a roofing contractor approved to maintain the existing roofing material warranty. The module tilt angle shall be below 10 degrees.

Ground Mount Installation: Installation of modules using a fixed-tilt ground mounted racking system. Installation assumes the following: a level site cleared of above ground obstructions and vegetation; no above or below ground hazardous materials present; and site is easily accessible by standard construction equipment. The ground mounted racking system shall be anchored to the ground using driven hot-dipped galvanized steel piles, cast-in place reinforced concrete foundations, or appropriately sized earth screws. The foundation type will be determined based on an existing geotechnical report, soil conditions, and size of the system. Hard digging due to caliche, ledge, rock, concrete, or any other unknown obstructions will add additional cost and change the construction schedule. Any grading, clearing, and grubbing shall be completed by others before foundation installation. All backfill is assumed to be native soils. All excavation spoils shall be deposited and/or spread on-site. The contractor shall not be responsible for any damage to unmarked underground utilities caused by trenching or excavation. Additional services that can be provided at additional cost include civil design, fencing, permanent roads, geotechnical report, BMPs, SWPPP, grading permit, and NPDES permit.

Other Adders

Premium Black Modules: Modules supplied will have black back sheets and black anodized frames.

Inverter Extended Warranty: Extension of the manufacturer's inverter warranty for an additional five year term for up to twenty years. Inverters come with a ten year standard manufacturer's warranty. Apply the adder once for a fifteen year warranty and twice for a twenty year warranty.

Heavy Duty Racking: Adder for sites and mounting conditions that expose modules to loading pressures greater than 33.3 pounds per square foot as calculated per ASCE 7-05.

High Roof Access: Adder for photovoltaic installations on building heights greater than 40 feet above grade and/or with a roof pitch of more than 30 degrees from the horizon.

2. Sunsolutions Commercial Pricing w/Adders

Date: February 13, 2013

Part Number	Product Name/ Product Description	Unit of Issue	H-GAC Price
EC0727	SunSolutions Up to 25kW	Watt	\$ 4.98
EC0728	SunSolutions 25kW to 100kW	Watt	\$ 4.30
EC0729	SunSolutions 100kW to 250 kW	Watt	\$ 3.47
EC0730	SunSolutions 250kW to 1MW	Watt	\$ 2.96
Racking Additions			
Ballasted			
EC0742	Up to 25kW	Watt	\$ 0.69
EC0743	25kW to 100kW	Watt	\$ 0.59
EC0744	100kW to 250 kW	Watt	\$ 0.48
EC0745	250kW to 1MW	Watt	\$ 0.42
High Tilt Ballasted			
EC0747	Up to 25kW	Watt	\$ 0.80
EC0748	25kW to 100kW	Watt	\$ 0.69
EC0749	100kW to 250 kW	Watt	\$ 0.59
EC0750	250kW to 1MW	Watt	\$ 0.53
Flat Roof Tilted			
EC0752	Up to 25kW	Watt	\$ 0.53
EC0753	25kW to 100kW	Watt	\$ 0.53
EC0754	100kW to 250 kW	Watt	\$ 0.53
EC0755	250kW to 1MW	Watt	\$ 0.53
Low Roof Weight			
EC0757	Up to 25kW	Watt	\$ 1.33
EC0758	25kW to 100kW	Watt	\$ 1.33
EC0759	100kW to 250 kW	Watt	\$ 1.33
EC0760	250kW to 1MW	Watt	\$ 1.33
Ground Mount			
EC0762	Up to 25kW	Watt	\$ 0.80
EC0763	25kW to 100kW	Watt	\$ 0.69
EC0764	100kW to 250 kW	Watt	\$ 0.59
EC0765	250kW to 1MW	Watt	\$ 0.48



Other Additions			
Premium Black Modules			
EC0767	Up to 25kW	Watt	\$ 0.10
EC0768	25kW to 100kW	Watt	\$ 0.10
EC0769	100kW to 250 kW	Watt	\$ 0.10
EC0770	250kW to 1MW	Watt	\$ 0.10
EC0772	Up to 25kW	Watt	\$ 0.11
EC0773	25kW to 100kW	Watt	\$ 0.11
EC0774	100kW to 250 kW	Watt	\$ 0.11
EC0775	250kW to 1MW	Watt	\$ 0.11
EC0777	Up to 25kW	Watt	\$ 0.16
EC0778	25kW to 100kW	Watt	\$ 0.16
EC0779	100kW to 250 kW	Watt	\$ 0.16
EC0780	250kW to 1MW	Watt	\$ 0.16
EC0782	Up to 25kW	Watt	\$ 0.16
EC0783	25kW to 100kW	Watt	\$ 0.16
EC0784	100kW to 250 kW	Watt	\$ 0.16
EC0785	250kW to 1MW	Watt	\$ 0.16

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- Solar array optimized to take full advantage of the parameters
- Module Mounting – Roof, Ground, Tilt Angle, Orientation
- Number of Modules required
- Proposed system size – DC Watts (total number of modules multiplied by the modules standard test conditions (STC) Watts), and;
- Additional specifications



Attachment B

Letter dated March 10, 2014 from SolarWorld Americas LLC to the City of Los Angeles, Department of Recreation and Parks authorizing the City of Los Angeles to piggyback on the H-GAC Contract.



March 10, 2014

Gino Ogtong
City of Los Angeles
Department of Recreation and Parks
221 North Figueroa St. #100
Los Angeles, CA 90012

Subj: HGAC Agreement No. AE02-13 for the Supply of Alternative Energy Equipment

Dear Mr. Ogtong:

SolarWorld Americas LLC authorizes the City of Los Angeles to utilize the HGAC contract terms and conditions for the supply of Alternative Energy Equipment and installation services.

If you have any questions, please contact me at (805) 444-7425

Sincerely,

A handwritten signature in black ink, appearing to read "CAS" followed by a long, sweeping horizontal line.

Carol A. Smith
Government Program Manager